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:

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

Mobile telephone number:

e-mail address:

hereinafter referred to as the **Father,**

hereinafter jointly referred to as the **Parents**; if the Mother or Father is the only parent within the meaning of the Polish law, "Parents" shall mean the Mother or Father accordingly.

hereinafter jointly referred to as the **Parties**.

THE PARTIES HAVE INDICATED THE FOLLOWING DATA NECESSARY FOR THE PERFORMANCE OF THE AGREEMENT:

planned place of childbirth

date of childbirth

doctor providing Prenatal care

THE PARTIES HAVE AGREED AS FOLLOWS:

1.1. The Parties hereby enter into an Agreement for the provision of services for the collection of the Biological Material of the Child and collection of the Peripheral Blood of the Mother, laboratory testing of the Biological Material of the Child and Peripheral Blood of the Mother, processing of the Biological Material of the Child and its cryopreservation in the form of the Deposit.

1.2. The Agreement may be concluded in the following modes:

The ordinary mode – The ordinary mode is used to conclude all agreements not concluded under the emergency mode. Agreements are concluded in written or documentary form (using a non-qualified electronic signature). In order to enter into the Agreement, the Parents are required to sign the Agreement Form and all attachments and deliver them to nOvum prior to the commencement of services by nOvum. Upon delivery of the signed Agreement Form, nOvum shall make the Collection Pack available to the Parents in accordance with the Agreement.
The emergency mode – In the emergency mode, agreements are concluded on the Day of Childbirth or in other emergencies before the Day of Childbirth. Agreements are concluded in written or documentary form (using a non-qualified electronic signature). In the case the Agreement is concluded in an emergency mode, the Parents receive a Perinatal Collection Pack from nOvum. The Perinatal Collection Pack will be placed at the Actual Place of Childbirth or will be delivered by nOvum's courier to the Actual Place of Childbirth. The Perinatal Collection Pack will additionally include the Agreement Form with attachments. In the emergency mode, there is no possibility of collecting the Placental Blood. Once the Biological Material has been obtained, nOvum collects the Collection Pack from the Actual Place of Childbirth, together with the Agreement Form and attachments signed by the Parents. As soon as the signed Agreement Form and its attachments have been forwarded to nOvum, nOvum will sign the Agreement Form and return the copy of the Agreement Form and its attachments to the Parents.

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						
☐	**Standard Package** 	1	NO	approx. 30ml	~~**PLN 2850**~~ **PLN 1909** **By instalments: (PLN 190,90 x 10)**	**PLN 600** **By instalments: (PLN 50 x 12)**
☐	**Standard PLUS Package** 	2	NO	approx. 60ml	~~**PLN 3250**~~ **PLN 2177** **By instalments: (PLN 217,70 x 10)**	**PLN 890** **By instalments: (PLN 74.17 x 12)**
☐	**Multi Regeneration Package** 	1	YES	approx. 30ml	~~**PLN 2850**~~ **PLN 1909** **By instalments: (PLN 190,90 x 10)**	**PLN 690** **By instalments: (PLN 57.50 x 12)**
☐	**Multi Regeneration PLUS Package** 	2	YES	approx. 60ml	~~**PLN 3250**~~ **PLN 2177** **By instalments: (PLN 217,70 x 10)**	**PLN 950** **By instalments: (PLN 79.17 x 12)**
Placental Blood						
☐	**Placental Blood Package** 	1	NO	approx. 20ml	~~**PLN 1450**~~ **PLN 971** **By instalments: (PLN 97,10 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
☐ NO ☐ 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 2025, 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
☐ NO ☐ 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

…….	…….	…….
MOTHER	FATHER	NOVUM

ATTACHMENTS:

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

Attachment No. 1

REPRESENTATIONS AND CONSENTS OF THE PARENTS

(*consents and representations which are required for the conclusion of the Agreement)

1. *We represent and warrant that by entering into this Agreement for the provision of processing and cryopreservation (liquid nitrogen vapour storage) of the Stem Cell Deposit of our child by nOvum, we are acting in agreement and in mutual understanding on behalf of our unborn child.	☐ **YES**
2. *We represent and warrant that the data and information we have provided as indicated in the Agreement Form, in particular: Date of childbirth, Planned Place of Childbirth, Doctor providing prenatal care, as well as residential, mailing and e-mail addresses, are true and up-to-date as of the date of signing of the Agreement.	☐ **YES**
3. * We give our consent for nOvum to collect our child's Biological Material.	☐ **YES**
4. * We give our consent for nOvum to carry out the following laboratory tests of our Child's Biological Material (also referred to in paragraph 8.1 of the GTC), necessary for the performance of the Agreement, within the framework of this Agreement: 1. morphology of the Biological Material, 2. volume and Cellularity of the Biological Material, 3. microbiological tests of the Biological Material.	☐ **YES**
5. *We give our consent for nOvum to process and isolate the preparation of the Biological Material that will contain our Child's Stem Cells - the Deposit and for nOvum to cryopreserve the Deposit under the terms of the Agreement.	☐ **YES**
6. *We give our consent for additional laboratory tests of the Deposit, in the event that the Mother obtains the results of the laboratory tests referred to in **paragraph 8.4.2. of the GTC**, confirming the detected infections in the Peripheral Blood, as referred to in **paragraph 8.4.4. of the GTC**.	☐ **YES**
7. *We give consent for additional laboratory tests to be performed on the Deposit in the event that the Mother fails to provide nOvum, within the timeframe specified in the GTC, with the results of the Mother's laboratory tests recommended by nOvum to the Mother in accordance with **paragraph 8.4.1 of the GTC**, as referred to in **paragraph 8.4.5 of the GTC**.	☐ **YES**
8. *We give our consent for nOvum to commence the provision of services under this Agreement before the expiry of the 14-day time limit for us to withdraw statutorily from the Agreement, consisting in particular of: 1. provision of the Collection Pack to us; 2. collection of the Biological Material on the Day of Childbirth and collection of Peripheral Blood from the Mother after the Childbirth, 3. transportation of the Biological Material and Peripheral Blood from the Actual Place of Childbirth to the laboratory of nOvum; 4. performance of the laboratory tests of the Biological Material and Peripheral Blood referred to in **paragraph 8 of the GTC**; 5. isolation from the Biological Material of the preparation with Stem Cells - Deposit. *pursuant to Article 15(3) or Article 21(2) of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2020, item 287, as amended).* --- 9. * We agree that nOvum may dispose of the Deposit or part thereof if: 1. after conducting the laboratory tests of the Biological Material to which we have consented above and which are also referred to in **paragraph 8.1 of the GTC**, it turns out that the Cellularity of the Umbilical Cord Blood or the Cellularity of the Placental Blood does not exceed the Limit Value as referred to in **paragraph 8.2.4 of the GTC**; 2. the results of laboratory testing of the Biological Material or the Deposit indicate that the Biological Material or the Deposit is infected or that an Infection is present in the Deposit, and we do not submit an Instruction to nOvum in the manner set out in **paragraph 8.11.1** and **paragraph 8.11.2 of the GTC**, as referred to in **paragraph 8.12 of the GTC**; 3. we withdraw from the Agreement after nOvum has obtained the Biological Material (**paragraph 14.5.2 of the GTC).**	☐ **YES** ☐ **YES**

10. * We give our consent for nOvum to process the personal data of our Child provided by us for the purpose of the performance of the Service Agreement to the extent necessary for the preparation and cryopreservation of the Stem Cells, including the sensitive data indicated in the results of the laboratory tests we agreed to perform above and in the protocol drawn up after the collection of the Biological Material - on the basis of Article 6(1)(a) and 9(2)(a) of Regulation EU 2016/679 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 (GDPR) and pursuant to the provisions of applicable law. We represent that we have been informed of the right to withdraw this consent.	☐ **YES**

INDIVIDUAL REPRESENTATIONS AND CONSENTS OF THE MOTHER AND FATHER

	Mother	**Father**
11. * I give my consent for nOvum to carry out an interview concerning my state of health and to make this information available only to nOvum and to public authorities or other entities entitled to request it on the basis of generally applicable acts of law.	☐ **YES**	☐ **YES**
12. * I give my consent for my venous blood (Peripheral Blood) to be collected for nOvum on the Day of Childbirth in the amount necessary for laboratory tests of Peripheral Blood.	☐ **YES**	
13. * I give my consent for nOvum to carry out the following laboratory tests on my Peripheral Blood as necessary for the performance of the Agreement: 1. testing for HBsAg antigen - for hepatitis B infection; 2. testing for anti-HBc antibodies (anti-HBc) - for hepatitis B infection; 3. anti-HBc IgM antibody test (p/c anti-HBc IgM) (if anti-HBc is positive) - for hepatitis B infection; 4. anti-HCV antibody test (anti-HCV) - for hepatitis C infection; 5. serological screening for HIV infection (HIV Ag/Ab (Combo)); 6. testing for syphilis infection (WR testing).	☐ **YES**	
14. I give my consent for my Peripheral Blood test results to be collected by the Father.	☐ **YES**	
15. *I give my consent for nOvum to process my personal data for the purpose of performing the Service Agreement for the preparation and storage of Stem Cells, including the sensitive data indicated in the results of the laboratory tests I have agreed to perform above - on the basis of Art. 6 (1) (a) and Article 9(2)(a) of Regulation EU 2016/679 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 (GDPR) and on the basis of the provisions of the applicable law. I represent that I have been informed of the right to withdraw this consent.	☐ **YES**	☐ **YES**

…… ……

MOTHER FATHER

ATTACHMENT NO. 2

GENERAL TERMS AND CONDITIONS (GTC)

FOR THE AGREEMENT NO_____ OF _____
FOR THE PROVISION OF SERVICES CONCERNING PROCESSING AND CRYOPRESERVATION OF THE STEM CELL DEPOSIT

1. DEFINITIONS

For the purposes of the Service Agreement for the preparation and Cryopreservation of Stem Cells, the following definitions shall mean:

1.1. **Agreement** – an agreement for the provision of services concerning the preparation and Cryopreservation of the Stem Cell Deposit, concluded between the Parents and nOvum, consisting of the Agreement Form, the attachments to the Agreement Form, including these General Terms and Conditions;

1.2. **Collection Pack** – a specialised pack for the collection, short-term storage and transport of Biological Material, together with a protocol for the collection of Biological Material and instructions for use for medical personnel;

1.3. **Multiple Pregnancy** – pregnancy during which more than one foetus develops in the uterine cavity;

1.4. **Child** – a person born of the Mother whose Biological Material is collected on the Day of Birth;

1.5. **Planned Place of Childbirth** – the medical facility specified in the Agreement Form in which the Parents have scheduled the delivery of the Child;

1.6. **Actual Place of Childbirth** – the medical facility where the birth of the child eventually takes place;

1.7. **Probable Date of Childbirth** – the future date estimated by the doctor and indicated in the Agreement Form on which the Childbirth is likely to take place, determined on the basis of the first day of the last menstrual period or additional tests;

1.8. **Date of Childbirth** – the date of the Child's birth;

1.9. **Stem cells** – the Child's haematopoietic progenitor cells contained in the Biological Material, derived from a fraction of white blood cells (leukocytes), which, according to current medical knowledge, have an unlimited or almost unlimited dividing potential for the respective cell type and have the capacity to reconstitute blood cells or potentially other tissues;

1.10. **Umbilical Cord Blood** – blood collected from the umbilical cord vessels following the Child's cord separation and delivery of the placenta, which is genetically derived from the Child;

1.11. **Placental Blood** – umbilical cord blood from the placental fraction collected after delivery of the placenta, which genetically comes from the Child;

1.12. **Peripheral Blood** – blood collected from the veins of the Mother;

1.13. **Biological Material** – Umbilical Cord Blood or Placental Blood of the Child containing Stem Cells;

1.14. **Deposit** – a preparation isolated from the Biological Material, containing Stem Cells, intended for cryopreservation and cryopreserved;

1.15. **Cryopreservation** – a process which, in accordance with current medical knowledge, allows human cells/tissues to be stored for many years at negative temperatures (i.e. freezing);

1.16. **Cellularity** – value expressing the number of leukocytes (white blood cells - WBC) in the collected Umbilical Cord Blood or Placental Blood;

1.17. **Limit Value** – absolute value expressing the minimum cellularity of umbilical cord blood or placental blood acceptable for Cryopreservation - at least 50 million leukocytes (WBC); if the Cellularity of the obtained umbilical cord blood or placental

blood does not reach the Limit Value such umbilical cord blood or placental blood is not subject to Cryopreservation in the form of the Deposit;

1.18. **Package** – the range of services provided by nOvum under the Agreement, resulting in the creation of the Deposit, containing Stem Cells and its further Cryopreservation for the period of time specified in the Agreement Form; Packages are divided into the following categories: Multi Regeneration, Standard, and Placental Blood, depending on the possibility of obtaining Umbilical Cord Blood or Placental Blood, the Cellularity of the Biological Material, as well as the type of container used by nOvum for the Cryopreservation of the Deposit and the resulting differences in the preparation of the Biological Material and the subsequent potential use of the Deposit:

Package name (Umbilical Cord Blood)	Number of cassettes	Cassette division into portions	Volume of the deposit	Recommended cellularity (criteria)*
Standard Package 	1	NO	approx. 30ml	Over 200 million leukocytes (WBC)*
Standard PLUS Package 	2	NO	approx. 60ml	Over 400 million leukocytes (WBC)*
Multi Regeneration Package 	1	YES (5separate portions)	approx. 30ml	Over 200 million leukocytes (WBC)*
Multi Regeneration PLUS Package 	2	YES (5separate portions x 2)	approx. 60ml	Over 400 million leukocytes (WBC)*
* Cellularity before the preparation of the Biological Material. If the recommended Cellularity for any of the above Packages is not exceeded, and the Limit Value of - 50 million leukocytes (WBC) is exceeded, nOvum can provide services under the Standard Package.				

Package name (Placental Blood)	Number of cassettes	Cassette division into portions	Volume of the deposit	Recommended cellularity (criteria)*
Placental Blood Package 	1	NO	approx. 20ml	Over 100 million leukocytes (WBC)**
** Cellularity before the preparation of the Biological Material. If the recommended Cellularity for any of the above Packages is not exceeded, and the Limit Value of - 50 million leukocytes (WBC) is exceeded, nOvum can provide services under the Placental Blood Package.				

1.19. **Selected Package** – The Package indicated (marked with an X) by the Parents in the **Agreement Form**; the Selected Package may be changed within one of the categories indicated in **paragraph 1.18** above to a Package with different criteria due to circumstances that would prevent nOvum from holding the Deposit within the Selected Package, as described in **paragraph 8.2** below; in accordance with **paragraph 8.2** below, nOvum will notify the Mother or Father of the change in the Selected Package; The Selected Package can only change to another category if the Parents select the Package from the Multi Regeneration category and the Cellularity of the collected Umbilical Cord Blood is below 200 million leukocytes (WBC) - the Package in which nOvum will provide its services is the Standard Package;

1.20. **Final Package** – The Package under which nOvum will finally provide the Services under the Agreement;

1.20.1. in the event that the recommended criteria for the Selected Package are met, the Selected Package shall become the Final Package;

1.20.2. if the recommended Cellularity criteria for the Selected Package are not met, the Final Package may differ in criteria from the Selected Package; see below for possible configurations of the Final Package if the recommended Cellularity criteria for the Selected Package are not met, depending on the Selected Package:

Selected Package	**Final Package** (in the event of failure to meet the recommended Cellularity for the Selected Package)
Standard PLUS	Standard
Multi Regeneration PLUS	Multi Regeneration

1.20.3. If the recommended Cellularity is not met for any of the Packages and the Limit Value is exceeded, the Final Package under which nOvum may provide services for the type of the Biological Material in question, in accordance with **paragraph 8.2.3** below, is:

Final Package (Failure to meet the recommended Cellularity for any Package and exceeding the Limit Value)	
Type of the Biological Material	**Package for the Limit Value**
Umbilical Cord Blood (the lowest recommended Cellularity - 200 million of WBC)	Standard (Limit Value - 50 million of WBC)
Placental Blood (the lowest recommended Cellularity – 100 million of WBC)	Placental Blood (Limit Value - 50 million of WBC)

1.21. **Certificate** – document confirming the Cryopreservation of the Deposit by nOvum;

1.22. **Valorisation Index** – the annual average consumer price index in the preceding calendar year (inflation index), announced by the President of the Central Statistical Office by the end of January of the given calendar year in the form of a communiqué in the Official Journal of the Republic of Poland "Monitor Polski"; in the event that the above-mentioned index is no longer published, another equivalent inflation index in Poland that applies;

1.23. **Infections –** clinical situations, infectious diseases, viral or bacterial infections, including primarily, but not exclusively, those indicated below:

1.23.1. hepatitis B virus (HBV) infection, including chronic carriage (hepatitis B), HBs antigenemia;

1.23.2. hepatitis C virus (HCV) infection, including chronic carriage (hepatitis C);

1.23.3. human immunodeficiency virus (HIV) infection, including AIDS caused by this virus;

1.23.4. treponema pallidum infection (T. pallidum, syphilis);

1.23.5. generalised bacterial, viral or other pathogenic infections (e.g. bloodstream infection (SIRS, a.k.a. sepsis), meningitis, etc.);

2. SUBJECT MATTER OF THE AGREEMENT

2.1. The subject matter of the Agreement is the provision of services by nOvum, consisting in particular of:

2.1.1. the collection of the Biological Material from the Child at birth and the collection of the Peripheral Blood from the Mother, which service will consist of the following:

2.1.1.1. handing over the Collection Pack to the Parents;

2.1.1.2. collection of the Biological Material from the Child at birth;

2.1.1.3. collection of the Peripheral Blood from the Mother;

2.1.1.4. medical transport of the Biological Material and Peripheral Blood from the Actual Place of Childbirth to the laboratory of nOvum;

2.1.2. performing laboratory tests on the Biological Material and Peripheral Blood referred to in **paragraph 8.1** below;

2.1.3. preparation of the Biological Material for the obtaining of a preparation with Stem Cells (Deposit);

2.1.4. preparation of the Deposit for Cryopreservation.

2.2. The subject matter of this Agreement also includes Cryopreservation of the Deposit by nOvum in accordance with current medical knowledge.

2.3. In case of the Multiple Pregnancy, the collection of the Placental Blood is **excluded** from the scope of services set out in **paragraph 2.1.1** above.

2.4. In addition, the subject matter of the Agreement also includes:

2.4.1. determination of the rights and obligations of the Parents bound by this Agreement;

2.4.2. determination of the rights of the Child in relation to the storage of the Deposit;

2.4.3. determination of the rights and obligations of nOvum bound by relating to this Agreement.

3. REMUNERATION

3.1. The Parents agree to pay nOvum remuneration in the form of:

3.1.1. initial fee, for the provision by nOvum of the services set out in **paragraph 2.1** above (**Initial Fee**);

3.1.2. annual fee, for the provision by nOvum of the services set out in **paragraph 2.2** above, for each 12 months of cryopreservation of the Deposit from the date of freezing of the Deposit (**Annual Fee**);

3.2. The amount of the Initial Fee and the Annual Fee:

3.2.1. is indicated in the Agreement Form and is dependent on the Selected Package indicated by the Parents and the final qualification of the Deposit under the Final Package;

3.2.2. is a gross amount and includes the amount of VAT if due; is subject to change if the rate of VAT changes; will be covered by a VAT invoice issued by nOvum in accordance with the terms and conditions set out in the GTC; shall be payable within 14 days from the date of issue of the VAT invoice by nOvum, to the individual bank account number indicated on the VAT invoice.

3.3. The Initial Fee will be covered by a VAT invoice issued by nOvum not earlier than 21 days after the Day of Childbirth, after nOvum has performed the laboratory tests of the Biological Material and Peripheral Blood referred to in **paragraph 8.1** below and after the Mother or Father has been informed that the Deposit may be accepted for storage.

3.4. The Annual Fee for the cryopreservation period of the Deposit that it covers is payable in advance.

3.5. The first Annual Fee will be covered by a VAT invoice, issued by nOvum, on the date of issuing the VAT invoice covering the Initial Fee.

3.6. Each subsequent Annual Fee will be covered by a VAT invoice, issued by nOvum, after the expiry of the Deposit storage period covered by the previous Annual Fee.

3.7. nOvum shall have the option to valorise the Annual Fee as referred to in **paragraph 3.6** above. The valorisation will be made on the basis of the Valorisation Index. If an indexation is made, nOvum will inform the Mother or Father of the new

amount of the Annual Fee. The valorised Annual Fee will be included in the VAT invoice issued by nOvum for the next cryopreservation period of the Deposit. The VAT invoice covering the indexed amount of the Annual Fee will be issued not earlier than 14 days after the date on which the notice of the new indexed amount of the Annual Fee is delivered to the Mother or Father.

3.8. If the Deposit is stored as part of the Final Package, the scope of which includes the storage of the Deposit in at least two cassettes (see the scope of Packages in **paragraph 1.18** above), in the event of partial use of the Deposit by the Parents by using at least one full cassette of the Deposit for medical purposes related to therapeutic therapy with Stem Cells or possibly providing at least one full cassette of the Deposit to nOvum for research purposes, the Annual Fee for the following year and subsequent years of cryopreservation of the Deposit will be reduced proportionally by nOvum. The Parents will be notified by nOvum of the new reduced amount of the Annual Fee.

3.9. The Parents will be liable to pay nOvum the lump sum cost of nOvum's performance of the services under the Agreement (the **Handling Fee**) in the event of:

3.9.1. immediate termination of the Agreement for the reasons set out in **paragraph 13.6** below;

3.9.2. withdrawal from the Agreement by the Parents after nOvum has commenced the provision of the services under the Agreement, as referred to in **paragraph 14.7** below;

3.9.3. failure to return the Collection Pack after exercising the right of contractual withdrawal from the Agreement, as referred to in **paragraph 14.8** below.

3.10. The amount of the Handling Fee:

3.10.1. is set out in the **Agreement Form**;

3.10.2. is a gross amount and includes the amount of VAT, if any; is subject to change in the event of a change in the rate of VAT; shall be payable within 14 days from the date of the VAT invoice issued by nOvum, to the individual bank account number indicated on the VAT invoice.

3.11. The Handling Fee, will be covered by a VAT invoice issued by nOvum after the date of occurrence of the event specified in the GTC, entitling nOvum to charge the Parents the Handling Fee.

3.12. 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.

4. PREPAYMENT AND INSTALMENTS

4.1. The Parents, by agreement with nOvum, may make an Annual Fee for a Cryopreservation period longer than 12 months (**Prepayment**).

4.2. Once the possibility of a Prepayment has been agreed, the amount of the first and subsequent Prepayment and the Deposit Cryopreservation period covered will be individually agreed between nOvum and the Parents.

4.3. Within 30 days prior to the end of the Cryopreservation period of the Deposit covered by the Prepayment, nOvum will notify the Mother or Father of the impending end of that period.

4.4. If, prior to the end of the Deposit Cryopreservation period covered by the Prepayment, the Parents and nOvum do not agree on the terms for the next Prepayment, the Parents undertake to pay to nOvum the valorised Annual Fees for the subsequent Deposit Cryopreservation periods (provided that nOvum decides to valorise the prices of the Annual Fees for its customers during the period covered by the Prepayment). The valorisation of the first Annual Fee due after the Prepaid Deposit Cryopreservation period will be made by multiplying the Annual Fee indicated in the **Agreement Form** by the cumulative Valorisation Index, for the Prepaid Deposit Cryopreservation period. In the situation outlined in this paragraph, nOvum may waive the valorisation of the first Annual Fee and the Parents will be required to pay the first Annual Fee due after the Prepaid Deposit Cryopreservation period in the amount set out in the **Agreement Form**.

4.5. The Initial Fee, Annual Fee or Prepayment may be paid by the Parents in instalments. The number and amount of instalments, as well as the payment schedule, will be agreed between the Parents and nOvum on an individual basis.

5. PREPARATORY PHASE FOR THE COLLECTION OF THE BIOLOGICAL MATERIAL OF THE CHILD AND PERIPHERAL BLOOD OF THE MOTHER

5.1. Once the Agreement has been signed, nOvum will deliver the Collection Pack to the Parents at the date and address indicated by the Parents in the Agreement Form.

5.2. Once the Agreement has been signed, the Parents may collect the Collection Pack in person at the facility of nOvum. The Parents will confirm collection of the Collection Pack in person in writing for nOvum.

5.3. The Parents are obliged to store the Collection Pack with due care, in particular in a dry room, in conditions that protect the Pack from damage and severe shocks or vibrations and, in addition, at a temperature of not less than 10 degrees Celsius and not more than 30 degrees Celsius, until the time of use of the Collection Pack during the birth of the Child.

5.4. On the Day of Childbirth, the Parents are required to:

5.4.1. have the Collection Pack at the Actual Place of Childbirth and hand it over to the relevant medical personnel;

5.4.2. immediately notify nOvum by telephone on the 24-hour telephone hotline – number: **+48 605 668 073** or **+48 800 804 204** – about:

5.4.2.1. commencement of delivery of the Child;

5.4.2.2. actual Place of the Childbirth;

5.4.2.3. identification number of the Collection Pack;

5.4.2.4. completion of the delivery of the Baby, not later than 2 hours after the completion of the delivery.

6. COLLECTION OF THE BIOLOGICAL MATERIAL OF THE CHILD AND PERIPHERAL BLOOD OF THE MOTHER

6.1. The Biological Material will be collected by nOvum on the Day of Childbirth, at the Actual Place of Childbirth, if the medical personnel at the Actual Place of Childbirth providing care to the Mother or Child do not identify any medical contraindications or factual obstacles to the collection of the Biological Material.

6.2. nOvum shall not be liable for:

6.2.1. failure to collect the Biological Material if the Planned Place of Childbirth changes and the conditions of the Actual Place of Childbirth, in particular the lack of adequately trained medical personnel at the Actual Place of Childbirth or the lack of consent by the healthcare provider to collect the Biological Material at the Actual Place of Childbirth, make it impossible for nOvum to collect the Biological Material;

6.2.2. final qualification by the medical personnel of the Actual Place of Childbirth for the collection of the Biological Material and the medical consequences resulting from the collection, including in particular for the delay in the provision of necessary medical services to the Mother or Child by the medical personnel of the Actual Place of Childbirth in the event of such necessity due to the collection of the Biological Material;

6.2.3. eventual disqualification by the medical personnel of the Actual Place of Childbirth from the collection of the Biological Material and the medical consequences of not collecting it;

6.2.4. clinical usefulness of the Biological Material collected (the possibility of using the Biological Material collected in a possible future treatment process, which possibility of use is influenced by the quantity and Cellularity of the Biological Material collected), primarily because it depends on circumstances beyond the control of the nOvum such as:

6.2.4.1. individual physiological factors of the Mother and Child;

6.2.4.2. anatomical and physiological conditions (e.g. thickness, vascularisation) of the foetal tissues - in particular the placenta and umbilical cord;

6.2.4.3. course of delivery of the Child.

6.3. A protocol will be drawn up on the collection of the Biological Material. The document (template) of the protocol is part of the Collection Pack.

6.4. On the Day of Delivery, Peripheral Blood will be collected from the Mother for the necessary laboratory tests referred to in **paragraph 8.1** below and in **Attachment No. 1** to the Agreement Form.

7. TRANSPORTATION

7.1. The Parents will inform nOvum of the completion of the Child's delivery in accordance with **paragraph 5.4.2.4** above.

7.2. Upon receipt of the information referred to in **paragraph 7.1** above, nOvum will ensure the transportation of the collected Biological Material and Peripheral Blood from the Actual Place of Childbirth to the laboratory of nOvum.

8. LABORATORY TESTS ON BIOLOGICAL MATERIAL AND PERIPHERAL BLOOD AND PREPARATION OF THE BIOLOGICAL MATERIAL

8.1. Once the Biological Material of the Child and Peripheral Blood of the Mother have been transported to the laboratory, nOvum will carry out the laboratory tests on the Biological Material and Peripheral Blood that the Mother or Father has agreed to in **Attachment No. 1** to the Agreement Form and will isolate the preparation containing the Stem Cells (Deposit) from the Biological Material and prepare it for Cryopreservation (freeze it).

8.2. If, following the laboratory testing of the collected Biological Material referred to in paragraph 8.1, it is found that:

8.2.1. collected Biological Material meets the criteria specified for the cryopreservation of the Deposit under the Selected Package, the preparation of the Biological Material and the storage of the Deposit shall take place under the Selected Package, which shall become the Final Package;

8.2.2. collected Biological Material does not meet the Cellularity criteria for cryopreservation of the Deposit within the Selection Package, while it meets the Cellularity criteria for cryopreservation of the Deposit within another Package of the same category (Multi Regeneration category or Standard category or Placental Blood category) as the Selection Package (see **paragraphs 1.18** and **1.20** above), the preparation of the Biological Material and the storage of the Deposit shall take place under that other Package, which shall become the Final Package.

nOvum will notify the Mother or Father of the qualification of the Deposit for cryopreservation under a Package other than the Selected Package, and the Parents, within 14 days of receipt of the above notification from nOvum by the Mother or Father, may jointly submit to nOvum the Instruction as referred to in **paragraph 10.2 and paragraph 10.4** below.

If the Parents fail to make a joint Instruction within the above period, nOvum shall hold the Deposit within the Final Package, determined in accordance with the provisions of this paragraph, and the Parents shall be liable to pay nOvum's remuneration for the provision of the Final Package in accordance with **paragraph 3** above and the relevant provisions of the **Agreement Form**.

8.2.3. Cellularity of the Umbilical Cord Blood or Placental Blood does not meet the recommended criteria for cryopreservation of the Deposit under any of the Packages set out in paragraph 1.18 above, but exceeds the Limit Value, nOvum will proceed with the preparation of the Umbilical Cord Blood or Placental Blood and the storage of the Deposit will take place under the Final Package in accordance with the table in paragraph **1.20.3**.

At the same time, nOvum shall notify the Mother or Father of the limited clinical utility of the Deposit due to its reduced Cellularity, as well as of the possible qualification of the Deposit for cryopreservation under a Package other than the Selected Package, and the Parents, within 14 days from the date of receipt of the above notification from nOvum by the Mother or Father, may jointly submit to nOvum the Instruction referred to in **paragraph 10.2** and **paragraph 10.4** below.

If the Parents fail to make a joint Instruction within the above period, nOvum shall hold the Deposit within the Final Package, determined in accordance with the provisions of this paragraph, and the Parents shall be liable to pay nOvum's remuneration for the provision of the Final Package in accordance with **paragraph 3** above and the relevant provisions of the **Agreement Form**.

8.2.4. Cellularity of the Umbilical Cord Blood or Placental Blood, does not exceed the Limit Value, nOvum will dispose of the Umbilical Cord Blood or Placental Blood, as agreed to by Parents in **Attachment No.2** to the Agreement Form.

8.3. If the results of the laboratory tests of the Biological Material referred to in **paragraph 8.1** suggest an infection of the Biological Material, nOvum will notify the Parents of the possibility of submitting a Disposition as referred to in **paragraph 8.11.1** below.

8.4. If the laboratory tests of the Mother's Peripheral Blood referred to in **paragraph 8.1** give a result suggesting or confirming Peripheral Blood infection:

8.4.1. nOvum will consult with the nOvum supervising physician on the need for additional laboratory tests by the Mother to confirm or exclude Peripheral Blood infection. Once the nOvum supervising physician has made a final decision on the need for additional Peripheral Blood tests, nOvum will promptly inform the Mother of the results of the Peripheral Blood tests performed to the date, at the same time informing her of the need for additional laboratory tests to be performed by the Mother to confirm or exclude Peripheral Blood infection;

8.4.2. the Mother undertakes to perform the laboratory tests specified by nOvum in the notification referred to in **paragraph 8.4.1** above within **14 days** of receipt of that notification;

8.4.3. the Mother undertakes to provide nOvum immediately with the results of the laboratory tests referred to in **paragraph 8.4.2** above, but not later than within **7 days** of receiving the results of those tests;

8.4.4. in the event that the results of the laboratory tests referred to in **paragraph 8.4.2** above are obtained by the Mother confirming the detected infections in the Peripheral Blood, nOvum will perform additional laboratory tests of the Deposit to confirm or exclude the suspected infection of the Deposit for infections detected in the Mother, as agreed to by the Parents in **Attachment No. 1** to the Agreement Form. The additional testing of the Deposit referred to above will be carried out without affecting the Cellularity and the Volume of the Deposit;

8.4.5. in the event that the results of the laboratory tests referred to in paragraph 8.4.3 are not provided to nOvum by the Mother within **21 days** of the Mother's receipt of notification from nOvum of the first results of the Peripheral Blood tests referred to in **paragraph 8.4.1** above, nOvum shall perform additional laboratory tests on the Deposit to confirm or exclude the suspected infection of the Deposit for infections detected in the Mother, as agreed to by the Parents in **Attachment No.1** to the Agreement Form. The additional tests of the Deposit referred to above will be carried out without affecting the Cellularity and volume of the Deposit. The costs of the additional tests of the Deposit referred to above nOvum shall be entitled to charge the Parents up to the amount of the costs actually incurred by nOvum;

8.4.6. if the additional laboratory tests of the Deposit referred to in **paragraph 8.4.4** or **paragraph 8.4.5** above confirm that the Deposit is infected, nOvum will notify the Parents of the possibility of making a Disposition as referred to in **paragraph 8.11.1** below.

8.5. After the expiry of **6 months** from the Date of Childbirth, but before the expiry of one year from the Date of Childbirth, the Mother undertakes to:

8.5.1. re-take the Peripheral Blood laboratory tests referred to in **paragraph 8.1** above and to the extent indicated in **Attachment No.1** to the Agreement Form;

8.5.2. provide nOvum with the results of the tests referred to in **paragraph 8.5.1** within 7 **days** of receiving them.

8.6. If the laboratory tests referred to in **paragraph 8.5.1** above give a result suggesting or confirming an infection of the Peripheral Blood, nOvum, after consultation with the nOvum's supervising physician, shall, within **14 days** of the submission to nOvum of the results of the Peripheral Blood tests referred to in **paragraph 8.5.2** above, notify the Parents of the need to test the Child's venous blood for infections detected in the Mother's Peripheral Blood. Upon receipt of the notification, the Parents undertake to:

8.6.1. perform tests on the Child's venous blood for infections detected in the Mother's Peripheral Blood, to the extent specified by nOvum in the notification, within **14 days** of receipt of the notification from nOvum;

8.6.2. provide nOvum with the results of the testing of the Child's venous blood referred to in **paragraph 8.6.1** within **7 days** of receipt.

8.7. If the laboratory tests of the Child's venous blood referred to in **paragraph 8.6.1** above confirm an infection in the Child's venous blood, nOvum will perform laboratory tests of the Deposit to determine the presence of infections occurring in the Child's venous blood. The additional tests of the Deposit referred to above will be carried out without affecting the Cellularity and volume of the Deposit. If laboratory testing of the Deposit, confirms that the Deposit is infected, nOvum will notify the Parents of the possibility of submitting the Instruction, as referred to in **paragraph 8.11.1** below.

8.8. The Mother or Father undertakes to notify nOvum of the occurrence of an Infection in the Child as referred to in **paragraph 1.23** above, if such occurs within the first 6 months of the Day of Birth. If nOvum receives notice of an Infection in the

Child, nOvum will consult with nOvum's supervising physician on the need for additional laboratory testing of the Deposit for the presence of the Infection reported by the Mother or Father. In the event that nOvum's supervising physician decides that the Deposit needs to be tested as referred to in this paragraph, nOvum will test the Deposit without affecting its Cellularity and Volume. If the laboratory tests confirm the presence of an Infection in the Deposit, nOvum will notify the Parents of the possibility of submitting the Instruction, as referred to in **paragraph 8.11.1** below.

8.9. The Mother or Father undertakes to notify nOvum of the manifestation in the Child of a genetic disease that has not been diagnosed in the Child before or on the Day of Birth. If nOvum receives notification of a diagnosis of a genetic disease in the Child, nOvum will consult the nOvum's supervising physician on the clinical suitability of the stored Deposit according to current medical knowledge and provide the Parents with an opinion as to the reasonableness of the continued storage of the Deposit. On the basis of nOvum's opinion, the Parents may make a joint Instruction for the disposal of the Deposit, which nOvum will execute in accordance with its content.

8.10. nOvum shall not be liable for the clinical unsuitability of the Deposit and the Stem Cells contained therein for use (transplantation) due to detected Infections or genetic diseases, in the event of:

8.10.1. failure of the Mother to perform or provide to nOvum the results of the repeated laboratory tests of the Peripheral Blood referred to in **paragraph 8.5** above;

8.10.2. the Parents' failure to perform laboratory tests of the Child's venous blood within the period indicated in **paragraph 8.6.1** above or the Parents' failure to provide nOvum with the results of laboratory tests of the Child's venous blood within the period indicated in **paragraph 8.6.2** above;

8.10.3. failure to notify nOvum of the occurrence of an Infection in the Child, as referred to in **paragraph 8.8** above;

8.10.4. failure to notify nOvum of the occurrence of genetic diseases in the Child, as referred to in **paragraph 8.9** above.

8.11. If laboratory tests of either the Biological Material or the Deposit as referred to in **paragraph 8.3**, **paragraph 8.4.4**, **paragraph 8.4.5**, **paragraph 8.7** and **paragraph 8.8** above confirm the Biological Material or the Deposit to be infected for the Infections being tested:

8.11.1. nOvum shall notify the Parents of the possibility of submitting to nOvum the Instruction referred to in **paragraph 10.2** and **paragraph 10.4.4** below to transfer the infected Deposit in its entirety to a stem cell bank other than that of nOvum, duly licensed to store cells and tissues, within **30 days** of receipt of the notification. In the event that the Parents submit the Instruction referred to in this paragraph, nOvum shall not bear the cost of relocating the infected Deposit;

8.11.2. in the event that the Parents do not submit the above mentioned Instruction within the aforementioned period or fail to perform the actions enabling its execution, nOvum shall again notify the Parents of the possibility of submitting the Instruction referred to in paragraph 8.11.1 above or the need to perform the relevant actions related to the execution of the Instruction, setting for the Parents an additional time limit of **30 days** from the date of receipt of the notification to submit the Instruction or perform the actions enabling its execution. At the same time, nOvum will indicate in the re-notification that, in the event of failure to provide the Instruction referred to in **paragraph 8.11.1** above or failure to perform the actions enabling its execution within the period indicated in the re-notification, nOvum will proceed to dispose of the Deposit **14 days** after the expiry of the period for submitting the Instruction referred to in **paragraph 8.11.1** above or in the event of failure to perform the actions enabling its execution indicated in the re-notification.

8.12. nOvum will proceed to dispose of the Deposit, as agreed to by the Parents in **Attachment No. 1** to the Agreement Form, in the event that the Parents fail to provide nOvum with the Instruction referred to in **paragraph 8.11.1** above or fail to take actions to enable nOvum to do so, after the expiry of the **30-day** and **14-day** time limits specified by nOvum in the re-notification referred to in **paragraph 8.11.2** above.

8.13. In the event that the Biological Material or Deposit is disposed of by nOvum in the situations indicated in **paragraph 8** of the GTC, nOvum will draw up a certificate confirming such disposal. The certificate confirming the disposal will be sent to the Mother or Father within **30 days** of the disposal of the Biological Material or Deposit.

9. STORAGE OF THE DEPOSIT

9.1. nOvum undertakes to Cryopreserve the Deposit for the duration of the Agreement, as part of the Final Package, based on the qualification made in accordance with **paragraph 8.1** and **paragraph 8.2** above.

9.2. Acceptance of the Deposit for Cryopreservation will be confirmed by nOvum by issuing to the Parents the Certificate referred to in **paragraph 1.21** above. The Certificate will be issued to the Parents after payment of the Initial Fee and after the Parents have provided nOvum with the data necessary for the issuance of the Certificate, in particular the Child's PESEL number.

10. MANAGEMENT OF THE DEPOSIT UNTIL THE CHILD REACHES THE AGE OF MAJORITY

10.1. Until the Child reaches the age of majority, decisions on the management of the Deposit are made by: the Parents, if they have parental authority over the Child, the Child's guardian established by the guardianship court, the Child's curator established by the guardianship court or other persons who have parental authority over the Child on the basis of a decision of the guardianship court.

10.2. Deposits may be managed by persons entitled to do so on the basis of an appropriate instruction given to nOvum (**Instruction**).

10.3. The Instruction referred to in **paragraph 10.2** above shall be made in writing under the pain of invalidity and shall specify the manner and extent of use of the Deposit.

10.4. If the Deposit is to be used in any other way than its disposal by nOvum the Instruction should also include:

10.4.1. indication of a treatment facility with the appropriate authorisation to handle the cells and tissues (e.g. a stem cell transplant centre) to which the Deposit or part of it is to be handed over and the legally required documents, indicated by nOvum or;

10.4.2. designation of a medical diagnostic laboratory with the appropriate authorisation to test the cells and tissues to which the Deposit or part thereof is to be submitted and the legally required documents, as indicated by nOvum, or;

10.4.3. indication of a pharmaceutical manufacturing site with the relevant authorisation to produce advanced therapy medicinal products (ATMP), including advanced therapy investigational medicinal products (ATIMP) or hospital-exemption advanced therapy medicinal products (HE-ATMP), to which the Deposit or part thereof is to be submitted and the legally required documents, as indicated by nOvum, or;

10.4.4. identification of a stem cell bank other than nOvum, duly authorised to store cells and tissues, to which the Deposit or part thereof is to be submitted, and the legally required documents, as indicated by nOvum.

10.5. The Instruction may be submitted by:

10.5.1. both Parents jointly, together with (i) the declaration of joint parental authority, made in writing with notarised signatures, and (ii) the Certificate;

10.5.2. one of the Parents (Mother or Father) together with (i) the declaration of his/her parental authority, made in writing with a notarised signature, (ii) a copy of the decision of a common law court depriving the other Parent of parental authority over the management of the Deposit, or a copy of the decision of a common law court on the method of management of the Deposit, and (iii) the Certificate;

10.5.3. other persons who have parental authority or the right to make decisions about the person of the Child, together with (i) the declaration of parental authority held by such persons, made in writing with notarised signatures, (ii) a copy of the decision of the common law court from which it will appear that parental authority has been granted to such persons with respect to the management of the Deposit, and (iii) the Certificate;

10.5.4. guardian or curator of the Child, together with (i) a copy of the decision of the common law court establishing the guardianship or curatorship of the Child and (ii) the Certificate.

10.6. The cost of executing the Instruction referred to in **paragraphs 10.4.1 to 10.4.4** above shall be borne by the persons making the Instruction, unless the persons making the Instruction and nOvum mutually agree otherwise.

10.7. The Parents agree to provide nOvum with the Child's name and mailing address and an email address to which nOvum can direct correspondence intended for the Child when the Child reaches the age of majority. Approximately **three months** before the Child reaches the age of majority, nOvum will call on the Parents to provide the above information.

11. MANAGEMENT OF THE DEPOSIT AFTER THE CHILD HAS REACHED THE AGE OF MAJORITY

11.1. After the Child reaches the age of majority, the Parents lose the right to manage the Deposit for the benefit of the Child. The other rights and obligations of nOvum and the Mother and Father under the Agreement remain unchanged.

11.2. On reaching the age of majority, the Child:

11.2.1. obtains the exclusive right to manage the Deposit, unless he/she is under guardianship or curatorship;

11.2.2. may consent to the management of the Deposit by the Parents by providing nOvum with his/her declaration in writing with a notarised signature indicating the Parents as authorised persons together with their PESEL numbers;

11.2.3. may become a party to the Agreement by entering into it or by substituting himself or herself for the Parents and relieving them of their obligations under the Agreement, subject to the consent of nOvum.

11.3. The management of the Deposit after the Child has reached the age of majority may take place on the basis of the Instruction, drawn up in accordance with the formal requirements indicated in **paragraph 10.3** and **paragraph 10.4** above, submitted to nOvum by:

11.3.1. Child who has reached the age of majority, upon presentation of:

11.3.1.1. Certificate together with the Child's identity document;

11.3.1.2. in the event that there is no Certificate or the Certificate does not contain the Child's PESEL number, upon presentation of an abbreviated copy of the Child's birth certificate together with the Child's identity document.

11.3.2. Parents authorised by the Child who has reached the age of majority, as referred to in **paragraph 11.2.2** above, upon presentation by them of the Certificate together with a document proving their identity;

11.3.3. guardian or curator of the Child who has reached the age of majority, together with (i) a copy of the decision of the common law court establishing the guardianship or curatorship of the Child and (ii) the Certificate.

11.4. In the event that the Deposit or part thereof referred to in **paragraph 11 of the GTC**, is managed in the manner of being delivered to the medical entity referred to in **paragraph 10.4.1** above, located in the territory of Poland, nOvum shall ensure and cover the costs of transporting the Deposit to that medical entity, excluding the costs of acceptance of the Deposit by that medical entity.

12. LIABILITY

12.1. nOvum shall exercise due diligence in performing the services set out in the Agreement, in particular nOvum undertakes to perform all services under the Agreement on the basis of current medical knowledge, with observance of all provisions of applicable law, laboratory norms and guidelines and standards set by the relevant entities exercising supervision and control over nOvum's activities (as at the date of signing of the Agreement these are: National Centre for Tissue and Cell Banking in Warsaw and the Minister of Health).

12.2. For the services provided by nOvum under the Agreement, at the stage of cryopreservation (storage) of the Deposit as referred to in paragraph 9 above, nOvum shall be liable in accordance with the principles set out in Title XXVIII of the Civil Code (Storage), taking into account in particular Article 837 and Article 838 on the manner and place of storage, Article 839 on the prohibition on using the stored item and Article 840 on the question of whether to hand over the stored item to a substitute.

12.3. nOvum shall not be liable under the Agreement in the event that any damage arises from causes not attributable to nOvum or caused by force majeure. Force majeure shall be understood as an event impossible to foresee, which nOvum was not able to prevent within the limits of due diligence for the business activities conducted by nOvum, including in particular:

12.3.1. disasters resulting from acts of nature, e.g. flood, fire, earthquake;

12.3.2. armed conflicts;

12.3.3. acts of state/local authorities (acts of power);

12.3.4. abnormal collective behaviour (riots);

12.3.5. acts of terrorism or criminal actions which prevented the execution of the Agreement;

12.3.6. traffic incidents involving vehicles used in the execution of this Agreement, including traffic accidents not caused by nOvum;

12.3.7. epidemic or pandemic.

12.4. The Mother and Father are jointly and severally liable for the payment of the remuneration referred to in **paragraph 3** and **paragraph 4** above and in the relevant provisions of the **Agreement Form** and other fees in relation to the Agreement.

12.5. Subject to **paragraph 12.3** above, in the event of non-performance or improper performance of the Agreement by nOvum, through the fault of nOvum, in the cases described below nOvum undertakes to pay the Parents a contractual penalty in the amount of all fees paid by the Parents under the Agreement to nOvum. By non-performance or improper performance of the Agreement, within the meaning of this paragraph, the following situations are to be understood, in cases where the damage is caused by:

12.5.1. damage to the Biological Material caused by nOvum during transport to nOvum after collection; transport to nOvum is understood to be the period from receipt of the Collection Pack with the collected Biological Material by the carrier until receipt in the laboratory of nOvum;

12.5.2. damage to the Biological Material due to the fact that nOvum culpably exceeded the permitted period of time between its collection and its cryopreservation;

12.5.3. damage to the Biological Material when it is subjected by nOvum to laboratory tests or preparation in a manner incompatible with the standards in force, or as a result of improper use of the equipment intended for such tests or preparation;

12.5.4. damage to the Deposit during its preparation for Cryopreservation in a manner inconsistent with the provisions of the Agreement or the norms and standards in force in this area or the provisions of generally applicable law.

12.6. The stipulation of contractual penalties does not exclude the possibility for the Parents to claim compensation on general principles for damage caused by the non-performance or improper performance of the Agreement by nOvum.

13. TERMINATION OF THE AGREEMENT

13.1. The Parents may jointly terminate the Agreement by submitting a joint declaration in writing under the pain of invalidity:

13.1.1. at any time by giving one-month termination notice, subject to **paragraph 13.1.2** below;

13.1.2. in the event that the next Annual Fee is valorised in accordance with **paragraph 3.7** above, within **14 days** after receipt by the Mother or Father of the notice of valorisation, with effect at the end of the storage period for the Deposit covered by the unvalorised Annual Fee.

13.2. In the event of termination of the Agreement, the Parents:

13.2.1. if they have the right to manage the Deposit, are required to submit in the declaration on termination of the Agreement an executable Instruction to manage the Deposit in accordance with the requirements referred to in paragraphs 10.3 - 10.5 above or in paragraphs 11.3 and 11.3.2 above under the pain of declaring the termination to be ineffective; the Instruction shall be executed upon the expiry of the termination notice period of the Agreement;

13.2.2. if they don't have the right to manage the Deposit, are required to provide nOvum with the details of the persons who have the right to manage the Deposit, in particular their first and last name, home address, correspondence address, e-mail address, under the pain of declaring the termination to be ineffective.

13.3. In the event of termination, the Parents shall pay nOvum the outstanding fees referred to in **paragraph 3** and **paragraph 4** above and the relevant provisions of the **Agreement Form**.

13.4. The Agreement shall be terminated with immediate effect if:

13.4.1. the Biological Material or Peripheral Blood is not collected for any reason, in particular if:

13.4.1.1. the Parents have failed to deliver the Collection Pack provided to them by nOvum to the relevant medical personnel of the Actual Place of Childbirth, thus preventing the collection of the Biological Material;

13.4.1.2. the Parents have improperly stored the Collection Pack , making it impossible to collect and transport the Biological Material;

13.4.1.3. the Planned Place of Childbirth has changed and the conditions of the Actual Place of Childbirth, in particular the lack of appropriately trained medical personnel at the Actual Place of Childbirth or the lack of consent to the collection of the Biological Material or the collection of Peripheral Blood at the Actual Place of Childbirth, make the collection of the Biological Material and the collection of Peripheral Blood impossible;

13.4.1.4.the Biological Material has not been collected within 1 month of the Date of Childbirth.

13.4.2. the Parents make a joint Instruction to nOvum to dispose of the Deposit either on the grounds that the Deposit has been qualified by nOvum for cryopreservation under a Package other than the Selected Package or on the grounds that the Deposit is of low clinical utility as referred to in **paragraph 8.2.2** and **paragraph 8.2.3** above;

13.4.3. the Cellularity of the Biological Material - both Umbilical Cord Blood and Placental Blood, does not exceed the Limit Value as referred to in **paragraph. 8.2.4** above;

13.4.4. the Deposit has been transferred to a tissue and cell bank other than nOvum on the basis of an enforceable Instruction given to nOvum by the Parents in accordance with **paragraph 8.11** above;

13.4.5. the Parents fail to submit the Instruction to nOvum to transfer the infected Deposit to a stem cell bank other than nOvum, or fail to take actions to enable such Instruction to be carried out within the additional time limit set out in the re-notification of nOvum as referred to in **paragraph 8.11.2** above;

13.4.6. the Parents submit the joint Instruction to nOvum in respect of the disposal of the Deposit, due to the manifestation of a genetic condition in the Child which has not been diagnosed in the Child prior to or on the Date of Birth, as referred to in **paragraph 8.9** above;

13.4.7. the Instruction is executed by the Child who has reached the age of majority or any other person having the right to do so and who is not a party to this Agreement, the effect of which will be the cessation of the cryopreservation of the Deposit by nOvum;

13.4.8. The Deposit has been used in full;

13.4.9. The Deposit has been transferred to a tissue and cell bank other than nOvum, which is the guarantor of nOvum for the continuity of the cryopreservation process of the Deposit, as referred to in **paragraph 17.1.3** below.

13.5. nOvum will inform the Parents of the termination of the Agreement with immediate effect in documentary form, together with the reason for the termination, within **14 days** of the termination of the Agreement.

13.6. In the event of termination of the Agreement with immediate effect:

13.6.1. in case of the failure to collect the Biological Material or in case of the failure to collect the Peripheral Blood as referred to in **paragraph 13.4.1** above, nOvum will charge the Parents the Handling Fee, unless a properly stored and intact Collection Pack is returned to nOvum;

13.6.2. in case of the reasons indicated in **paragraphs 13.4.2 - 13.4.3** above, nOvum will charge the Parents the Handling Fee.

13.6.3. in case of the reasons indicated in **paragraphs 13.4.4 - 13.4.6** above, nOvum will charge the Parents the Handling Fee, unless nOvum has already charged the Initial Fee or the Annual Fee.

13.7. nOvum may terminate the Agreement with immediate effect if:

13.7.1. the delay in the payment of any of the fees or instalments referred to in **paragraph 3** or **paragraph 4** above exceeds **1 year**;

13.7.2. The Parents withdraw the consent given in **paragraph 8**, in the "Representations and Consents of the Parents" section of Attachment No. 1 to the **Agreement Form**.

13.8. In the event that nOvum terminates the Agreement with immediate effect, the Parents, within **30 days** from the date of delivery of the termination notice to the Parents:

13.8.1. if they have the right to manage the Deposit, are required to submit to nOvum an executable Instruction to manage the Deposit in accordance with the requirements referred to in **paragraphs 10.3 - 10.5** above or in **paragraph 11.3** and **paragraph 11.3.2** above;

13.8.2. if they do not have the right to manage the Deposit, they are required to submit a written declaration to nOvum indicating the details of the persons who have the right to manage the Deposit, in particular their name, residential address, correspondence address, e-mail address;

13.9. In the termination notice of the Agreement by nOvum, nOvum shall request the Parents to submit an enforceable Instruction or to make a declaration in accordance with **paragraph 13.8.1** and **paragraph 13.8.2** within the time limit indicated in **paragraph 13.8**.

13.10. If the Parents fail to comply with the obligation to submit the Instruction, submit the Instruction that nOvum cannot comply with, or fail to comply with the obligation to submit a declaration indicating the person entitled to manage the Deposit, as referred to in **paragraph 13.2** or **paragraph 13.8** above, within the time limit provided for in the GTC:

13.10.1. after the ineffective lapse of the aforementioned time limit, or if the Parents submit the Instruction which nOvum is unable to execute, nOvum shall again call upon the Parents to submit an enforceable Instruction or to submit a declaration, indicating the person entitled to manage the Deposit within **30 days** from the date of service of the renewed call, under the pain of disposal of the Deposit within **14 days** from the expiry of the aforementioned 30-day time limit;

13.10.2. after the ineffective lapse of the 30-day time limit referred to in **paragraph 13.10.1** above, nOvum will proceed to dispose of the Deposit **14 days** after the lapse of the 30-day time limit referred to in **paragraph 13.10.1** above;

13.10.3. the process of disposal of the Deposit will be confirmed by a certificate drawn up by nOvum, which will be forwarded to the Mother or Father within **30 days** of the disposal of the Deposit;

13.10.4. in the event that the Deposit is disposed of in accordance with paragraph 13.10.2 above, the Parents jointly and severally agree to indemnify nOvum against any liability towards the person entitled to manage the Deposit for any damage resulting from the disposal of the Deposit.

13.11. If the Parents make a declaration to nOvum indicating the person entitled to manage the Deposit as referred to in **paragraph 13.2.2** or **paragraph 13.8.2** above and nOvum is unable to contact the person indicated by the Parents in the declaration made:

13.11.1. nOvum will notify the Parents that it is not possible to contact the person indicated by them in the declaration referred to above and the Parents undertake to take all possible measures to contact nOvum with the person entitled to manage the Deposit;

13.11.2. if there is no contact between the person entitled to manage the Deposit and nOvum within **14 days** of the date on which the notice referred to in **paragraph 13.11.1** is delivered to the Parents, nOvum will notify the Parents and inform the Parents of the possibility of proceeding with the disposal of the Deposit within **14 days** after the expiry of **30 days** from the date on which the notice referred to in this paragraph is delivered to the Parents in the event that there is no contact between the person entitled to manage the Deposit and nOvum;

13.11.3. after the ineffective lapse of the 30-day time limit referred to in **paragraph 13.11.2** above, nOvum shall proceed to dispose of the Deposit in accordance with the principles described in **paragraphs 13.10.2 - 13.10.3** above;

13.11.4. in the event that the Deposit is disposed of in accordance with **paragraph 13.11.3** above, the Parents jointly and severally agree to indemnify nOvum against any liability towards the person entitled to manage the Deposit for any damage resulting from the disposal of the Deposit.

13.12. If the Parents make a declaration to nOvum indicating the person entitled to manage the Deposit as referred to in **paragraph 13.2.2** or **paragraph 13.8.2** above, and nOvum contacts the person indicated by the Parents, nOvum shall take measures to ensure that the person entitled to manage the Deposit indicated by the Parents enters into a new agreement with nOvum for the storage of the Deposit or makes an effective and enforceable declaration to nOvum with respect to the management of the Deposit in accordance with the provisions of generally applicable law, the effect of which shall be to release nOvum from the storage of the Deposit. In the event that the person entitled to manage the Deposit indicated by the Parents refuses to enter into a new agreement with nOvum for the storage of the Deposit or refuses to make an effective and enforceable declaration to nOvum with respect to the management of the Deposit in accordance with the provisions of generally applicable law, the effect of which would be to release nOvum from the storage of the Deposit, nOvum shall notify the

Parents of this fact and inform the Parents of the possibility of proceeding with the disposal of the Deposit within **14 days** from the date of delivery of this notification to the Parents. After the expiry of the aforementioned time limit, nOvum will proceed to dispose of the Deposit under the terms described in **paragraphs 13.10.2 - 13.10.3** above. In the event of disposal of the Deposit, the Parents agree to indemnify nOvum against any liability towards the person entitled to manage the Deposit for any damage resulting from the disposal of the Deposit.

13.13. If, prior to the expiry of the period of Cryopreservation of the Deposit covered by the charged Annual Fee, the Agreement is terminated with immediate effect or nOvum terminates the Agreement with immediate effect, nOvum shall settle the charged Annual Fee in proportion to the period of actual cryopreservation of the Deposit and refund any possible overpayment to the Parents.

13.14. If, prior to the expiry of the Cryopreservation period of the Deposit covered by the charged Prepayment, there is a termination of the Agreement with immediate effect, or termination of the Agreement by nOvum with immediate effect, or termination of the Agreement by the Parents, nOvum shall settle the charged Prepayment in proportion to the period of actual cryopreservation of the Deposit as follows:

13.14.1. for the first 12 months of Cryopreservation of the Deposit, settlement will be according to the Annual Fee rate indicated in the Agreement Form;

13.14.2. for each consecutive 12 months of the Deposit Cryopreservation, settlement will take place at the rate of the Annual Fee adopted for the previous Deposit Cryopreservation period, indexed on the basis of the Valorisation Index that was announced before the cryopreservation period for which settlement is made (provided that nOvum decides to index the prices of the Annual Fees for its customers during the period covered by the Prepayment).

Upon settlement of the Prepayment, nOvum will reimburse the Parents for any overpayment. If the Prepayment settlement exceeds the amount paid and due, the Parents will not be obliged to pay nOvum any possible underpayment.

14. RIGHT OF WITHDRAWAL

14.1. Pursuant to Article 27 of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2020, item 287, as amended), the Mother and Father shall have the statutory right to withdraw from the Agreement, in the situations specified in the aforementioned Act, by submitting to nOvum a declaration of withdrawal from the Agreement, in any form, within 14 days of its conclusion. A model form for withdrawal from the Agreement is provided in Attachment No. 2 to the above-mentioned Act on Consumer Rights.

14.2. In addition, the Mother and Father have a contractual right to withdraw from the Agreement up to the date of Childbirth without giving any reason.

14.3. A declaration of statutory or arising from **paragraph 14.2** above withdrawal from the Agreement, the Mother or Father may make in any form.

14.4. In the event of receipt of a notice of withdrawal from the Agreement, nOvum shall confirm in writing to the Parents that the Mother or Father has withdrawn from the Agreement, within **14 days** of receipt of the notice of withdrawal.

14.5. In the event of a declaration of statutory or contractual withdrawal from the Agreement by both Parents:

14.5.1. the Agreement shall cease to be effective;

14.5.2. in case of the collection of the Biological Material, nOvum will dispose of the collected Biological Material or the Deposit, to which the Parents have agreed in **Attachment No. 1** to the Agreement Form.

14.6. In view of the nature of the services provided by nOvum, the Parents have consented to the commencement of the services by nOvum under the Agreement before the expiry of the withdrawal period referred to in **paragraph 14.1** above. A declaration regarding the above consent is provided in **Attachment No. 1** to the Agreement Form.

14.7. In the event of withdrawal from the Agreement, pursuant to **paragraph 14.1** above, after the services have been commenced by nOvum, in particular in case of the use of the Collection Pack, the Parents will be obliged to pay nOvum the Handling Fee, being a lump sum remuneration for the services provided by nOvum up to the moment of withdrawal from the Agreement.

14.8. In the event of withdrawal from the Agreement pursuant to **paragraph 14.2** above, the Parents shall be obliged to pay nOvum the Handling Fee. nOvum will not charge the Parents the Handling Fee if the Parents return to nOvum a properly stored and intact Collection Pack .

14.9. In the event of withdrawal from the Agreement, pursuant to **paragraph 14.1** above, prior to the commencement of the provision of services by nOvum, the Parents shall be obliged to return the Collection Pack, properly stored and intact, within **14 days** from the date of withdrawal from the Agreement. nOvum shall bear the costs of returning the Collection Pack, up to the amount of the costs corresponding to the cheapest method of delivery of the Collection Pack offered by nOvum

15. COMPLAINT PROCEDURE

15.1. The Mother or Father shall be entitled to lodge a complaint relating to the non-performance or improper performance of the Agreement by nOvum.

15.2. The complaint should be made in writing or in the form of an e-mail, within 1 month from the date of becoming aware of the circumstance justifying the lodging of the complaint, to the correspondence address of nOvum **ul. Puławska 395, 02-801 Warszawa** or the e-mail address of nOvum: **info@novumbank.com**

15.3. nOvum undertakes to deal with the complaint within a maximum period of 30 days from receipt of the complaint.

15.4. Following consideration of the complaint, nOvum will notify the Parents of the manner in which the complaint has been dealt with, in a form corresponding to the form of complaint submitted, to the Parents' postal address or e-mail address.

16. PERSONAL DATA PROTECTION

16.1. nOvum is the controller of the personal data provided by the Parents for the purpose of performing the Agreement, including the sensitive (medical) data provided in the medical questionnaire and the Attachments to the Agreement, related in particular to the course of the childbirth and the results of the tests of Peripheral Blood and Biological Material.

16.2. The provision of personal data of the Mother, Father and Child, including sensitive data, is voluntary, however necessary for the conclusion and execution of the Agreement. The processing of the personal data of the Mother, the Father and the Child is carried out on the basis of Article 6(1)(b), Article 6(1)(a) and Article 9(2)(a) of Regulation EU 2016/679 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 (GDPR) and on the basis of the provisions of the applicable law.

16.3. Personal data will be processed for:

16.3.1. conclusion and performance of the Agreement;

16.3.2. performance of legal obligations;

16.3.3. establishing or asserting claims or defending against claims.

16.4. Personal data may be shared with other recipients: in order to perform the Agreement, in order to comply with a legal obligation incumbent upon nOvum, based on the Parents' consent, or for purposes arising from the legitimate interests of the controller or a third party, in particular the State Sanitary Inspectorate and the Provincial Hospital for Infectious Diseases in Warsaw with regard to the results of laboratory tests referred to in **paragraph 8** above.

16.5. In addition, data may be communicated to entities processing personal data on behalf of nOvum and their authorised employees, whereby such entities process data on the basis of a contract with nOvum and only in accordance with instructions and under the condition of confidentiality.

16.6. nOvum will store personal data in a manner consistent with applicable law, including, in particular, securing them against unauthorised access, collection by an unauthorised person, processing in breach of the law, and alteration, loss, damage or destruction. Personal data will be kept for a period no longer than required for the performance of the Agreement and, after its completion, for the period required for the performance of nOvum's contractual obligations and for the period required by law.

16.7. In relation to the personal data provided to nOvum, the Parents (and the Child after the age required by law) have the right to access the data and to receive a copy of the data, the right to rectify (amend) the data, the right to erase the data, the right to limit the processing of the data, the right to data portability, the right to withdraw the consent, provided that the processing is based on the consent, the right to lodge a complaint to the President of the Office for Personal Data Protection or other competent supervisory authority upon confirmation of their identity.

16.8. Further information on data processing can be found in the Privacy Policy available at: **https://novumbank.com/polityka-prywatnosci/.**

17. FINAL PROVISIONS

17.1. nOvum declares that:

17.1.1. it is a tissue and cell bank within the meaning of the Act of 1 July 2005 on the collection, storage and transplantation of cells, tissues and organs (consolidated text Journal of Laws 2019.1405 as amended);

17.1.2. it holds a licence from the competent Minister of Health for the collection, processing, storage, distribution and release into circulation of cord blood-derived haematopoietic cells, issued for a period of 5 years. The validity of the current licence expires on **29.11.2027**. Before the expiry of the period referred to above, nOvum will apply for another authorisation and, in the event that a new authorisation is withdrawn or not issued by the competent Minister for Health, it will immediately notify the Mother or Father about that fact;

17.1.3. in the event that nOvum ceases its activity, including in the event of withdrawal of the authorisation referred to in **paragraph 17.1.2** above, the stored Deposit shall be transferred to a tissue and cell bank authorised by the competent Minister for Health to operate as a tissue and cell storage facility, which shall be the guarantor for nOvum with regard to the continuity of the cryopreservation process of the Deposit. nOvum shall immediately inform the Parents of the necessity to transfer the Deposit in the situation described in this provision. As of the date of signing of the Agreement, the guarantor of nOvum for the continuity of the cryopreservation process of the Deposit is the Cryobank for Homogenous Heart Valves at the "Monument - Child Health Centre" Institute in Warsaw and the Department of Regenerative Medicine at the Maria Skłodowska-Curie Oncology Institute in Warsaw;

17.1.4. it has civil liability (third party) insurance as part of its business activities, covering the activities that nOvum will perform under the Agreement;

17.1.5. it is not, as of the date of entering into the Agreement, a healthcare provider authorised to provide health services directly related to stem cell transplantation, and therefore cannot guarantee the efficiency of such services provided by other entities. On the other hand, nOvum works with first-class medical specialists who supervise the process of Stem Cell Cryopreservation and have knowledge covering the possibilities of their use in accordance with current medical knowledge. It is therefore possible to obtain advice on the choice of future stem cell therapy at nOvum;

17.1.6. The Deposit does not constitute an advanced therapy medicinal product (ATMP) ready for use, including either an advanced therapy investigational medicinal product (ATIMP) or a hospital-exemption advanced therapy medicinal product (HE-ATMP);

17.1.7. it is not, at the date of entering into the Agreement, an authorised manufacturer of advanced therapy medicinal products (ATMP), including advanced therapy investigational medicinal products (ATIMP) and hospital-exemption advanced therapy medicinal products (HE-ATMP), nor is it authorised to provide healthcare services directly related to the use of these medicinal products;

17.1.8. the preparation of a specific type of advanced therapy medicinal product (ATMP) from the Deposit is only possible in an authorised pharmaceutical company:

17.1.8.1.upon an order issued by an authorised medical practitioner or;

17.1.8.2. in the context of a therapeutic experiment in the case of a hospital-exemption advanced therapy medicinal product (HE-ATMP), the execution of which is governed by the relevant legislation in force, or;

17.1.8.3.in the context of a clinical trial with an advanced therapy investigational medicinal product (ATIMP), the execution of which is governed by the relevant legislation in force, and the preparation and subsequent administration of which by an authorised treatment provider may incur costs that are not covered by nOvum.

17.2. Correspondence between the Parents and nOvum will be directed by nOvum to the email addresses, postal addresses or residential addresses of the Mother or Father given in the **Agreement Form**. All declarations made by nOvum and the Parents in connection with the performance of the Agreement shall, in order to be effective, require documentary form (e.g. written documents or e-mails), unless otherwise stipulated in the GTC.

17.3. The Mother and Father undertake to inform nOvum of any change in their residential address, mailing address, and e-mail address within **7 days** of the change occurring. If nOvum is not notified of a change of the above addresses within the period indicated above, any declarations addressed by nOvum to the Mother or Father at the addresses indicated above shall be deemed to have been effectively served, unless the GTC or the provisions of applicable law provide otherwise.

17.4. A change of address, mailing address or e-mail address of the Mother or Father does not constitute an amendment to the Agreement.

17.5. In all matters not regulated in the Agreement Form or the GTC, the generally applicable provisions of Polish law shall apply.

ATTACHMENT NO. 3

Information for the patient

(*The terms used in this attachment are of a general nature and are not the same as those defined in paragraph 1 of the GTC)*

1. What are stem cells? What is their potential?

Stem cells are the primary and unspecialised cells of the human body. According to current medical knowledge, they are distinguished by their unlimited or almost unlimited dividing capacity within a given cell type and by their ability to reconstitute blood cells or potentially other tissues. There is a constant process of apoptosis in the body, which is the death of cells. What allows tissues to be rebuilt are stem cells. Initially universal, it is only during successive divisions that they specialise to form differentiated cell types. The extraordinary properties of stem cells account for their enormous potential. Even today, transplantation of stem cells from umbilical cord blood is already used to treat many diseases. Numerous and diverse clinical trials are underway for the use of these cells in so-called regenerative medicine - in children with autism, cerebral palsy, patients after strokes, trauma and burns. It is still unclear where their potential ends, which makes them undoubtedly a great hope for medicine.

2. **Why is it worth to obtain stem cells from umbilical cord blood?**

Unlike bone marrow, peripheral blood and adipose tissue stem cells, those derived from umbilical cord blood are obtained in a non-invasive manner after the cord separation. Contrary to popular belief, the umbilical cord blood is not taken from the child - if not collected, it would become medical waste. Umbilical cord blood collection is a quick, painless procedure that does not require anaesthesia. The properties of cord blood-derived haematopoietic stem cells most closely resemble those of bone marrow-derived haematopoietic stem cells. However, they have a greater proliferative potential, longer telomeres, and a greater capacity to produce certain cytokines.

The primary purpose of obtaining stem cells and the subsequent collection, processing, storage, release, distribution is to be able to be put to a targeted therapeutic use by an authorised medical practitioner in an authorised treatment facility, i.e. for transplantation into a recipient for autologous or allogeneic haematopoietic reconstitution in a therapy with proven efficacy based on EBM (evidence-based medicine) criteria).

In addition, the aim is also to use a specific type of advanced therapy product (ATMP) manufactured by a qualified pharmaceutical manufacturer as part of a therapeutic experiment in case of a hospital-exemption advanced therapy medicinal product (HE-ATMP) under the full responsibility of a physician and as an investigational ATMP in the context of a clinical trial from which an advanced therapy medicinal product (ATIMP) is prepared.

Cells from umbilical cord blood can be used in both autologous (donor is the recipient) and allogeneic (for another recipient) transplants. For allogeneic transplants, an appropriate donor and recipient match in terms of HLA (Human Leukocyte Antigen) compatibility is required. Tissue incompatibility between donor and recipient can result in either a rejection reaction of the transplanted cells or graft-versus-host disease (GvHD). The risk of such reactions is lower when umbilical cord blood-derived cells are used, as umbilical cord blood lymphocytes are less mature and less immunologically competent. Therefore, in allogeneic stem cell transplants from umbilical cord blood, lower HLA compatibility is accepted and therefore finding a donor is easier.

3. Why is it important to obtain placental blood as well?

The number of stem cells that are obtained from umbilical cord blood is limited. An opportunity to increase this number and at the same time make full use of the available material is to additionally obtain blood from the placenta, immediately after birth. This allows an additional portion of stem cells to be obtained. The collection of placental blood, like the collection of umbilical cord blood, is a safe and non-invasive procedure. The cells collected from the placenta are frozen separately from the cells collected from the umbilical cord blood and can be used without compromising the primary deposit. The composition and use of umbilical cord blood and placenta-derived blood are identical. The collection of cells from the placenta provides an opportunity to increase the use of stored cells and flexibility in the allocation of the frozen deposit.

4. What diseases can be treated with umbilical cord blood stem cells?

Transplantation of stem cells from umbilical cord blood has already been used since 1988 to treat a number of haematopoietic diseases, both malignant (e.g. leukaemias, lymphomas) and those associated with bone marrow failure (aplastic anaemia) or immune disorders. It should be emphasised that in case of cancer and diseases with a known genetic basis, allogeneic transplantation, where the recipient receives cells from another donor (e.g. the patient's sibling), is used far more frequently. Treatment using cells from umbilical cord blood is also used in diseases such as type 1 diabetes or ischaemic strokes. In recent years, there has been intensive research into the use of stem cells from umbilical cord blood in so-called regenerative medicine, using the patient's own (autologous) cells. Most research concerns diseases of the nervous system such as autism, cerebral palsy, brain and spinal cord injuries. The administration of stem cells from umbilical cord blood can lead to inhibition of the pathological inflammatory process, has immunomodulatory effects, inhibits apoptosis (a type of cell death), induces cell migration, proliferation and differentiation, and stimulates angiogenesis (formation of new blood vessels).

A list of diseases for which stem cells can be used can be found at the website of nOvum: www.novumbank.com

See below for a list of particularly interesting and recent scientific publications:

Autism:

- Simhal AK, Carpenter KLH, Kurtzberg J, Song A, Tannenbaum A, Zhang L, Sapiro G, Dawson G. *Changes in the geometry and robustness of diffusion tensor imaging networks: Secondary analysis from a randomized controlled trial of young autistic children receiving an umbilical cord blood infusion*. Front Psychiatry. 2022 Oct 20;13:1026279. doi: 10.3389/fpsyt.2022.1026279. eCollection **2022**.
- *White Matter Tract Changes Associated with Clinical Improvement in an Open-Label Trial Assessing Autologous Umbilical Cord Blood for Treatment of Young Children with Autism*. Carpenter KLH, Major S, Tallman C, Chen LW, Franz L, Sun J, Kurtzberg J, Song A, Dawson G. Stem Cells Transl Med. 2019 Feb;8(2):138-147. doi: 10.1002/sctm.18-0251. Epub **2019** Jan 8.
- *Safety and Observations from a Placebo-Controlled, Crossover Study to Assess Use of Autologous Umbilical Cord Blood Stem Cells to Improve Symptoms in Children with Autism*; Michael Chez, Christopher Lepage, Carol Parise, Ashley Dang-Chu, Andrea Hankins, Michael Carroll; Stem Cells Translational Medicine, Volume 7, Issue 4, April **2018**, Pages 333–341, https://doi.org/10.1002/sctm.17-0042.
- Dawson G, Sun JM, Davlantis KS et al. *Autologous cord blood infusions are safe and feasible in young children with autism spectrum disorder: Results of a single-center phase I open-label trial*. STEM CELLS TRANSLATIONAL MEDICINE **2017**;6:1332–1339.

Safe administration:

- *Intrabone infusion for allogeneic umbilical cord blood transplantation in children*. Stephanie Vairy, Isabelle Louis, Marie-France Vachon, Johanne Richer, Pierre Teira, Sonia Cellot, Edith Villeneuve, Elie Haddad, Michel Duval & Henrique Bittencourt; Bone Marrow Transplantation volume 56, pages 1937–1943 (**2021**).

Hodgkin's lymphoma:

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