

Contract No. ***

for the service of qualification, processing and storage of biological material

completed on TT.MM.JJJJ in Steinhausen between:

FamiCord Suisse SA with registered office at BusinessPark Zug, Sumpfstrasse 6312 Steinhausen, E-mail address: kundendienst@famicord.ch, Telephone number: +41 41 588 05 99, with a share capital of CHF 900,000.00, VAT No. CHE-113,983,891 IVA, registered in the Commercial Register of the Canton of Ticino, represented here by Gunther Ceusters, duly authorised to do so, hereinafter referred to as "FamiCord Suisse". FamiCord Suisse is part of the FamiCord Group, the largest European stem cell bank with 10 laboratories in Europe;;
and:

PARENT – MOTHER

Name _____

Surname _____

Address, Street, House Number, _____

Zip code _____ Place _____

Country _____

Social security number _____ Document Type and No. _____

Phone number _____

Email _____

PARENT – FATHER

Name _____

Surname _____

Address, Street, House Number, _____

Zip code _____ Place _____

Country _____

Social security number. _____ Document Type and No. _____

Phone number _____

Email _____

collectively referred to as the parties in which the parties have agreed as follows: The Contract will be entered into under the Offering:

Selected offer	
Type of pregnancy	
Selected option	

Whenever reference is made in this Agreement to any of the following:

Personal data – this is information about the mother, father and child specified in the contract and in the medical questionnaire, as well as information that FamiCord Suisse has actively obtained for the performance of the contract.

Owner – this means the child from the time of the child's age of majority, the parent(s) or other persons who are the child's legal representatives.

Child – this is a person from whom the biological material is obtained after birth.

eShop – website operated by FamiCord Suisse for the online purchase of services at the address <https://client.famicord.lu>.

Stem cells – these are cells that are isolated from umbilical cord blood, umbilical cord tissue and/or placenta and used for therapeutic purposes.

Umbilical cord blood – this is the blood of the child, which is obtained during birth by puncture of the umbilical cord.

Medical questionnaire – this is a form on the mother's state of health, which the mother (and the father) must fill in by answering the questions asked in it truthfully and according to the facts of the case and her knowledge of her state of health, as well as the state of health of the child's father and the parents' immediate family. Some answers can determine whether the biological material can be extracted or stored. The medical questionnaire is prepared by medical specialists with the support of the FamiCord Suisse medical department on the basis of the current state of medical science and the relevant guidelines (including guidelines from the Federal Office of Public Health, the WHO, the American Association of Blood Banks), which may change during the term of the contract.

Placental tissue – this is to be understood as the entire placenta.

Biological material – This is to be understood collectively: umbilical cord blood, umbilical cord and isolated cells as well as the placenta.

MSCs – these are mesenchymal stromal cells from a primary culture that have been isolated from a fragment of the umbilical cord and do not constitute a ready-to-administer medicinal product (provisions in § 6 para. 10 of the contract).

Customer panel "My FamiCord" – customer area in the eShop, which is activated after the parents have entered the login data and through which the parents conclude the present contract with FamiCord Suisse, select the services offered and have access to information about the services provided and the account of their contract.

Reference sample – it should be understood as a part of the frozen biological material that is secured for the purpose of performing additional tests that are performed before the biological material is used for therapeutic purposes.

Parent – This means the mother or father or both parents of the child, who are the child's legal guardians and are entitled to exercise parental authority over the child until the child reaches the age of majority.

Umbilical cord – is a fragment of the umbilical cord from which MSC cells can be isolated.

Contract – this means this contract, i.e. the contract for the qualification, processing and storage of biological material

Collection kit – a kit for collecting biological material and mother's blood, which is sent to parents. The kit consists of suitable components for the collection of biological material and instructions for use. The kits differ from each other in terms of content, depending on the service option selected.

§ 1 Date and place of delivery

1. The parents agree that the expected date of birth of the child will be set as follows:

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2. The planned place of the delivery is a health facility – hospital / clinic:

Name of Hospital/Clinic

Street / House nr. / Place

Alternative Hospital Details

Name of Hospital/Clinic

Street / House nr. / Place

3. The doctor in charge of the pregnancy (first name, last name)

Place of practice

4. Maternity School / Midwife

5. Parents undertake to inform FamiCord Suisse of the birth immediately, but no later than 3 hours after delivery, by phone on the courier number +41 41 588 05 99.

6. Parents ensure that the samples have been identified with labels provided by FamiCord Suisse within the collection kit, and that the report has been duly completed and signed by the person responsible for the collection.

7. The collection kit will be sent to you by post. We send the collection kit within seven days from the date of order, but no earlier than two months before the expected date of delivery, unless otherwise specified.

8. Parents are obliged to bring the collection kit to the place of delivery and hand it over to the medical staff.

9. Failure to comply with any of the obligations under the preceding paragraph shall exempt FamiCord Suisse from any resulting damages and/or losses, namely:

- a) if the sample is unusable for the process;
- b) if the stem cells obtained from the sample are unusable for cryopreservation due to a pre-existing or intermediate cause;
- c) in the event that the stem cell extraction process is unsuccessful;
- d) in other situations that affect the quality of the sample and its preservation.

§ 2 General Provisions

1. Within the framework of this Agreement and the terms and conditions contained therein, FamiCord Suisse, authorised by the Federal Office of Public Health and Swissmedic, agrees to provide the service of qualification, preparation and storage of biological material intended for future use for an autologous or allogenic familiar transplantation, for samples from the national territory, for a period of time that is possible according to scientific knowledge and under technical conditions. The contract sets out the terms and conditions for the service of qualification, processing and storage of biological material, as well as the rights and obligations of the parties in this context.

2. On the basis of the contract, FamiCord Suisse undertakes to organise and coordinate the collection of the biological material at the specified place of birth and to subject it to processing and qualification and then to store it under the conditions set out in the contract. The parents agree that FamiCord Suisse will organize and coordinate the collection of the biological material.

3. This contract does not cover:

- a) Taking the samples during childbirth
- b) the effective therapeutic application of the biological material

4. The parents also agree that FamiCord Suisse may transfer the activities specified in the contract – with the exception of warehouse activities – to third parties who carry out such activities in the course of their business activities. In this context, the parents make a declaration in accordance with § 11 para. 4 of the contract.

5. During the term of the contract, FamiCord Suisse recommends providing information about possible serious illnesses of the child in the form of a notification or by submitting a copy of the medical history or a copy of the hospital entry/discharge.

6. The customer explains that:

- a) he/she has been sufficiently informed and, prior to entering into the agreement, has received all information requested by FamiCord Suisse and the responsible physician regarding the collection, cryopreservation and transport of stem cells, as well as their possible current and future therapeutic applications, and is aware of the current possibilities and limitations.
- b) he/she is informed that the process of collecting biological material is a non-invasive procedure and does not take priority for the medical care of the mother and/or child.

§ 3 Collection of biological material

1. The collection of biological material is carried out with the collection kit at the place of birth indicated by the parents in the form in the customer area "My FamiCord", which is confirmed in the content of this contract. In the event of a change in the place of birth, parents are obliged to inform FamiCord Suisse immediately of this change in order to coordinate the collection of the biological material at the new location. If FamiCord Suisse is not informed of the change of delivery location, FamiCord Suisse is not obliged to coordinate the collection of the biological material and assumes no responsibility for its collection.

2. The final decision on the collection of biological material is made by the doctor/midwife who performs the delivery, taking into account the birth process and the child's general condition before clamping the umbilical cord. In particular, the doctor may decide to refrain from the collection if: complications occur during childbirth, excessive bleeding occurs, the need to remove the placenta for examination, e.g. histopathological examinations, the dynamics of the contractions and other physiological reasons, whereby FamiCord Suisse is fully exempt from liability for non-collection in this context.

3. On the day of delivery, in addition to the biological material, the peripheral blood of the child's mother is also taken in an amount of about 2x7.5 ml. The blood collected from the mother of the child is added to the collection kit. Consent to the mother's blood collection is a necessary prerequisite for the proper provision of the service by FamiCord Suisse.

4. The person who collects the biological materials fills out a collection report, which he attaches to the collection kit. The report on the collection of the biological material contains the following information: the mother's name and surname, the date of the collection of the mother's biological material and blood, the stamp of the hospital/clinic where the collection took place, the signature of the person who carried out the collection. The person who carried out the collection then prepares the collection kit with the biological material and blood of the child's mother for transport.

§ 4 Transport

1. FamiCord Suisse is not responsible for any damage to the samples that occurs before the sample is handed over to the laboratory.
2. FamiCord Suisse bears the costs associated with transport to the laboratory, without any additional costs for the customer.

§ 5 Examinations and Preparation

1. The kit for collecting the biological material and peripheral blood from the mother of the child is delivered to the FamiCord main laboratory in Warsaw for appropriate preparation and to determine: blood volume, umbilical cord length, and completeness of the placenta and quality of the biological material, detection of possible bacteriological, mycological and virological infections and other special examinations required for qualification.

2. FamiCord carries out the necessary tests and preparations in compliance with all the legal regulations, laboratory norms and standards in force in this field, which are developed and monitored by FamiCord's medical department.

3. All tests carried out on the peripheral blood of the mother are used to check the state of health of the mother and the child and to determine the medical quality of the biological material with a view to its future use in treatment.

4. The results of the examinations and preparations are recorded in an examination protocol, which is prepared according to a template developed by the FamiCord Medical Department.

5. After completion of the preparation, the biological material is stored at the FamiCord Suisse storage facility in Marly, Canton of Fribourg, in compliance with the standard developed by the FamiCord Medical Department.

6. According to the current state of medical science, the time between the collection of the biological material (umbilical cord blood) and the start of processing should not exceed 72 hours. In special cases, an extension to 96 hours is permitted. In the case of umbilical cord blood, which begins processing after 96 hours after delivery, FamiCord performs additional tests, i.e. the viability of CD34+ cells and the viability of MNCs, the results of which are sent to parents within approximately 8 weeks after delivery. The results will be sent by post to the postal address indicated in the contract or made available in the customer area.

7. In the event that not all samples selected for an option are included in the collection kit, FamiCord Suisse's obligation to store only the sample(s) that have been made available to FamiCord Suisse applies.

§ 6 Requirements for the storage

1. By signing this contract, the mother of the child agrees that her peripheral blood will be drawn and tested for antibodies against *Toxoplasma gondii* IgM and IgG, HBs -Ag, Anti-HBc, Anti-HCV, Anti-HIV 1, 2, Syphilis test, CMV IgM, CMV IgG, HTLV HBV DNA, HCV RNA, HEV RNA, HIV RNA. Due to the nature of the contract, the mother of the child authorises the father of the child – if he is a party to the contract – to receive, inspect and take note of the results of the blood tests.

2. Since the degree of purity and other components of the biological material obtained are determined by natural factors over which neither FamiCord Suisse nor the person(s) performing the collection have any control, FamiCord Suisse cannot guarantee that the biological material meets all the qualification criteria set out in the contract or that the collection is sterile.

3. If, after pre-qualification by the laboratory on the basis of the criteria established by the FamiCord Medical Department regarding the volume/quantity/physiology of the material obtained:

a) Umbilical cord blood – this blood cannot be processed due to its insufficient volume (the minimum required volume for umbilical cord blood is 10 ml) and is destroyed according to the FamiCord procedure. FamiCord Suisse is not responsible for the destruction of umbilical cord blood, the volume of which is too low precludes processing.

b) Umbilical cord – this umbilical cord can be not be used due to its too short length (minimum required length is 10 cm), its normal appearance of the tissue or virological infection HBs-Ag, anti-HBc, anti-HCV, anti-HIV 1, 2, syphilis test, Toxoplasma gondii: IgM doubtful or positive, HBV-DNA, HCV-RNA, HEV-RNA, HIV RNA, which is present in the mother for the processing or isolation of MSC cells and must be destroyed in accordance with FamiCord's procedure. FamiCord Suisse is not liable for the destruction of the umbilical cord whose too short length / abnormal appearance of the tissue / viral infection in the mother precludes the preparation or isolation of MSC cells. FamiCord Suisse is not liable for the disposal of the umbilical cord if a package with "isolation of umbilical cord tissue cells" is selected and the isolation attempt fails – absence of MSC cells.

c) Placenta – placenta due to incompleteness (a complete placenta must be extracted in one piece), abnormal appearance of tissue or viral infection HBs-Ag, anti-HBc, anti-HCV, anti-HIV 1, 2, syphilis test, Toxoplasma gondii: IgM doubtful or positive, HBV DNA, HCV RNA, HEV RNA, HIV RNA that occurs in the mother's blood cannot be prepared and must be destroyed in accordance with FamiCord's procedure. FamiCord Suisse is not liable for the destruction of placenta tissue whose incompleteness / abnormal appearance of the tissue / viral infection in the mother's blood precludes preparation.

4. Since the quality and quantity of the biological material obtained depends on individual physiological factors such as thickness, length and blood flow to the umbilical cord, placenta and their condition, as well as on the speed of vascular occlusion and the course of birth, FamiCord Suisse assumes no responsibility for the amount of cord blood collected or for the length and quality of the taken cord blood, umbilical cord tissue or the completeness of the placenta.

5. Based on the tests carried out in accordance with the criteria established by the FamiCord Medical Department and according to FamiCord standards, the following samples will be qualified for freezing and storage:

5.1 Samples of umbilical cord blood that meet the qualification criteria and contain at least 100 million cells (10×10^7).

5.2 If a sample of umbilical cord blood contains less than 100 million stem cells, this material is disqualified for storage and the sample is destroyed. FamiCord Suisse is not liable for the destruction of a sample of umbilical cord blood whose insufficient number of cells precludes its storage.

5.3 Prepared fragments of the umbilical cord that are not disqualified as described in § 6 para. 3b) or parts from which at least 0.5 million MSC cells have been isolated within 8 weeks of removal of the umbilical cord, if a package with "isolation of umbilical cord tissue cells" has been chosen.

5.4 Prepared fragments of the placenta that are not disqualified as described in § 6 para. 3c).

5.5 The processing of biological materials, i.e. of the umbilical cord blood, umbilical cord and placenta, is carried out independently and according to the service package selected by the parents in the eShop. The disqualification of one of the biological materials shall not interrupt the processing of the remaining biological materials.

6. If the mother's blood test is positive for HIV infection, FamiCord will perform a confirmation test. If the mother's confirmatory test is positive for HIV infection, FamiCord refuses to accept all the biological material received for storage. The material will be destroyed in accordance with FamiCord's procedures. FamiCord Suisse is not liable for the destruction of biological material whose storage is excluded based on the results of the mother's peripheral blood tests.

7. FamiCord Suisse provides information about the initial qualification of the biological material in the customer area "My FamiCord" and then about 8 weeks after delivery, after the assessment of our doctor, the final results of the final qualification of the biological material in the form of separate results of the umbilical cord blood, separate results for the umbilical cord tissue and separate results for the placenta.

8. An essential prerequisite for informing parents about the results of the final qualification of the biological material in accordance with § 7 (4) is the payment of the basic fee.

9. FamiCord Suisse informs and points out, and the parents take note of the fact that the MSC cells isolated and stored from the umbilical cord are not a ready-to-administer drug, but merely primary culture material that serves as the basis for the production of an MSC cell preparation which is an advanced therapy medicinal product. Any use of MSC cells to manufacture a drug is not covered by the contract. Such a procedure may only be performed on the order of a physician for an individual patient after additional qualification of the biological material which may be qualified or disqualified as a source of MSC cells after the above qualification. According to the current legal situation, the administration is carried out exclusively within the framework of a medical experiment, which requires the approval of the competent bioethics committee and compliance with other relevant legal requirements in this area, as well as a separate payment for the manufacture of the product and its administration by the therapy medical facilities. The final decision on the use of MSC cells in a patient's therapy is always made by the doctor, and FamiCord Suisse is not involved in or has any influence on this decision-making process.

10. FamiCord Suisse informs and points out, and parents acknowledge, that the storage of tissues and cells is not synonymous with the suitability of the biological material for transplantation or application in humans, nor is it synonymous with the possibility of producing a finished drug for ATMP is an advanced therapy. The authorisation of the biological material for clinical use or as a starting material for the manufacture of ATMP medicinal products may require the answering of additional questions, such as the health status of the mother, father and child who provide the biological material, as well as in some cases the implementation of additional information on the health of the mother, father and child. The extent

of additional questions or examinations depends on the decision of the doctor who prescribes the therapy for the patient. The final decision on the clinical use of tissues and cells is always made by the doctor, and FamiCord Suisse is not involved in or has no influence on this decision-making process.

§ 7 Service options and storage

1. As part of the services provided under this contract, FamiCord Suisse offers parents the following options:

- 1.1 Blood Standard – basic offer that includes the analysis, processing, cryopreservation, and storage of umbilical cord blood.
- 1.2 Blood and Tissue Standard – extended offer that includes the analysis, processing, cryopreservation, and storage of umbilical cord blood and cord tissue.
- 1.3 Blood and Tissue Premium – extended offer that includes the analysis, processing, cryopreservation, and storage of cord blood and tissue collection, and the isolation of MSC cells from cord tissue.
- 1.4 Blood, Tissue and Placenta Platinum – extended offer that includes the analysis, processing, cryopreservation, and storage of umbilical cord blood, umbilical cord tissue, placental tissue and the isolation of MSC cells from the umbilical cord tissue.

2. The biological material storage service provided by FamiCord Suisse is continuous and consists of the storage of biological material in each year during the term of the contract. When storing biological material, FamiCord Suisse ensures compliance with all requirements and standards resulting from the legal regulations in force in this area.

3. The biological material approved for storage by FamiCord Suisse is stored in suitable containers that comply with the applicable standards.

4. As confirmation of the acceptance of the biological material for storage, FamiCord Suisse provides a storage certificate in the customer panel "My FamiCord". A necessary prerequisite for the preparation and issuance of the storage certificate is the completion of the child's personal data in accordance with Section 16 (2) of the contract.

5. FamiCord Suisse's obligations and liability are explicitly limited to the services described in this Agreement. FamiCord Suisse does not offer any other services to the customer. Therefore, FamiCord Suisse disclaims any liability for other services. In particular, FamiCord Suisse is not responsible and liable for the collection of the samples.

§ 8 Extended optional service offer of FamiCord Suisse

FamiCord Suisse offers parents additional optional services in the form of separate packages:

- a) Transplant Assistant
- b) Transplant Assistant Plus
- c) HLA Typing
- d) Reimbursement Guarantee

The prices of the individual packages can be found in the eShop at <https://client.famicord.lu>

1. Transplant Assistant Package – Support for stem cell transplantation. It is a package that facilitates the use of cord blood stem cells used in standard/therapeutic implantations, with the exception of administrations in the context of medical therapeutic experiments.

1.1 As part of the Transplant Assistant Packages, FamiCord Suisse offers support in the following medical procedures once the material has been qualified for transplantation by the attending physician:

- Consultation with a hematologist or transplantologist
- Examination of HLA transplant antigen
- Examination of the number of CD-34+ cells and the number of erythrocytes (from the reference sample after thawing)
- Examination of the viability of the cells and the number of leukocytes (from the reference sample after thawing)
- Delivery of the cells from the storage site to the transplant center to any place in the world.

1.2 If no umbilical cord blood can be obtained, or if the quality standards for the preparation of umbilical cord blood in accordance with § 6 (3a) are not met, or if the quality standards of umbilical cord blood in accordance with § 6 (5.2) and (8) are not met, or if the storage of a contaminated / bacterially infected sample of umbilical cord blood stem cells is waived, the fee for this package will not be charged.

2. Transplant Assistant Plus Package – Support for stem cell transplantation. It is a package that facilitates the use of cord blood stem cells and MSC cells derived from a fragment of the umbilical cord for use in standard therapeutic/medical transplants and therapeutic/medical experiments.

2.1 As part of the Transplantation Assistant Plus package, FamiCord Suisse provides support in the following medical procedures – for a standard transplantation of hematopoietic stem cells obtained from umbilical cord blood as well as for the administration of stem cells from umbilical cord blood as part of medical therapy experiments, support for the following medical procedures, once the material has been qualified for transplantation by the attending physician:

- Consultation with a hematologist or transplantologist
- Examination of HLA transplant antigen

- Examination of the number of CD 34+ cells and the number of nucleated erythrocytes (from the reference sample after thawing)
- Examination of the viability of the cells and the number of leukocytes (from the reference sample after thawing)
- Complete blood count (CBC)

2.2 If the umbilical cord blood and cord tissue are not collected, the quality standards of umbilical cord blood and umbilical cord tissue for preparation in accordance with § 6 para. 3a) and 3b) are not met, or the quality standards of umbilical cord blood and umbilical cord tissue for storage in accordance with § 6 para. 5,2, 8 are not met you will not be charged for this package.

2.3 For standard transplants, FamiCord Suisse ensures the delivery of hematopoietic stem cells obtained from umbilical cord blood from the storage site to any transplant center worldwide.

2.4 If the child or his or her relatives (biological siblings of the child, biological parents of the child) are willing and able to carry out a medical trial with a medicinal product for advanced therapies - a preparation of mesenchymal stem cells from the umbilical cord (MSC), which is carried out at FamiCord Group (families material) or from material from a voluntary donor, FamiCord guarantees parents within the list of medical institutions cooperating with FamiCord in the field of ordering medicines that the medical institution carrying out the medical therapy experiment will grant parents a discount for the administration of the medicine manufactured by FamiCord.

The discount is granted for no more than five administrations of the drug. The discounts are expressed in an amount that depends on the type of biological material stored by the parents at FamiCord Suisse, and the discount in the amount indicated will be taken into account by the medical institution conducting the medical experiment in the amount of each administration (up to 5 administrations).

2.5 In addition to the above mentioned services, the Transplant Assistant Plus Package provides for the coordination and qualification of the child for the procedure of autologous administration of umbilical cord blood stem cells ('the procedure') if the child from whom the umbilical cord blood was obtained is diagnosed with cerebral palsy or autism spectrum disorders. The procedure may be carried out after all the conditions set out in the provisions of this package and in paragraph 2.6 below have been met. FamiCord Suisse offers the coordination of the child's registration for the qualification process for the autologous administration of stem cells, the performance of the necessary examinations listed in point 2.1 above, as well as the transport of a sample of the child's stem cells to the center that carries out the administration and assumption of the costs of the child's stay in the center related to the administration for a maximum of 2 days. The cost of the child's stay will be paid by FamiCord Suisse directly to the centre or reimbursed to the parents on the basis of a cost statement/invoice issued by the centre.

2.6 The cumulative conditions for carrying out the procedure (see 2.5 above) are:

- a) Qualification of the umbilical cord blood collected for storage in accordance with the conditions of the yield.
- b) Qualification of stored cord blood by the Medical Director of FamiCord for use assuming at least 1x10⁷ TNC/kg body weight of the child at the time of qualification.
- c) Qualification of the child for the implementation of the procedure for the administration of stem cells by the responsible physician who treats the child as part of a medical treatment attempt (over which FamiCord Suisse has no influence).
- d) Granting of all necessary consents in connection with participation in a medical treatment attempt (over which FamiCord Suisse has no influence).

2.7 Parents acknowledge that the autologous administration of stem cells from umbilical cord blood for the treatment of diseases such as cerebral palsy or autism spectrum disorders is a non-standard procedure and is carried out in medical facilities that are independent of FamiCord Suisse and cooperate with FamiCord Suisse. These institutions administer stem cells as part of a medical treatment attempt. As soon as the parents express in writing their wish to make use of the procedure, FamiCord Suisse will name the facilities where the procedure can be carried out. The qualification is carried out by the medical institution. If the child is not qualified to carry out the procedure, FamiCord Suisse exempts the parents from the annual fee for a period of one year for the storage of stem cells from umbilical cord blood.

2.8 If no Transplant Assistant Plus package has been contracted, the parents shall bear the entire costs of carrying out the above measures and all other services in connection with standard medical/therapeutic transplantation and administration within the scope of medical treatment experiments.

3. HLA typing

HLA typing (human leukocyte antigen) is a genetic test that is used to match patients and donors for bone marrow, umbilical cord blood cells or organ transplants. HLAs are proteins, so called markers, which the immune system uses to recognize which cells belong in your body and which do not.

HLA typing, also known as HLA matching, can help determine if potential donors are a good match for recipients. This increases the likelihood of a successful transplant.

4. Reimbursement Guarantee

If for any reason it is not possible to collect or store the samples, you will receive a refund of the money already paid to FamiCord Suisse (basic and service fee). Shipping and warranty fees are excluded.

§ 9 Fees to FamiCord Suisse

1. For the conclusion and performance of the contract, the parents undertake to pay the fees specified in the contract and in the pricelist to FamiCord Suisse.
2. Parents agree to pay the following types of fees to FamiCord Suisse:

a) a basic fee (pre-birth fee) covering the costs of the collection kit, collection, transport to the place of preparation and preparation. The fee may be increased by the fee for the reimbursement package and/or express delivery fees if selected by the parents.

b) a service fee (postpartum fee), which covers the cost of testing, the preparation of the corresponding biological materials and the freezing of stem cells obtained from a selected source obtained. As well as the fees for all additional packages selected by the parents in accordance with these § 8 of the contract and for service packages which are paid in advance over several years.

c) an annual fee (for annual payers) covering the costs of storing an equivalent number of biological material each year .

3. All the fees referred to in clauses 8 and 9 of the contract are set out in the price table, which forms an integral part of the contract according to the type of option selected.

4. Basic fee (fee before delivery)

4.1 The basic fee is to be paid no later than 14 days from the date of invoicing in accordance with the provisions of § 17 (1) of the contract. The amount of the initial fee is indicated in the price table and may vary depending on the option and additional services chosen.

4.2 The parents and/or legal guardians (depending on the case) are responsible for paying the fee and are jointly and individually liable (e.g. each of them is liable for the entire fee).

4.3 The basic fee will only be refunded if the parents have chosen and paid the reimbursement guarantee, even in the event that the contract is terminated or if the biological material has not been qualified.

5. Service fee (postpartum fee)

5.1 The service fee will be charged after the final qualification of the biological material in the amount of the option selected and will be increased by the selected optional additional services specified in the contract in the pricelist. The payment shall be received by FamiCOrd Suisse no later than 30 days after receipt of the invoice by the customer.

5.2 In the service fee for annual payers for the analysis and processing of the corresponding biological material, the following are included in the service fee:

- a) Blood Standard 250 EUR,
- b) Blood and Tissue Standard 500 EUR,
- c) Blood and Tissue Premium 750 EUR,
- d) Blood, Tissue and Placenta Platinum 1'150 EUR.

5.3 In the case of selected service packages that are paid 25 years in advance, the service fee includes the examination and storage of 25 years of the corresponding biological material:

- e) Blood Standard 2'150 EUR,
- f) Blood and Tissue Standard 3'140 EUR,
- g) Blood and Tissue Premium 3'750 EUR,
- h) Blood, Tissue and Placenta Platinum 4'650 EUR.

5.4 The waiver of the collection of a certain biological material will result in a reduction of the service fee by the cost of the biological material that is not qualified for processing.

5.5 Disqualification in the initial phase of the examination in accordance with § 6 para. 3 a-c and 5.3 will result in a reduction of the service fee and only the actual number of stored samples will be invoiced according to the following table. Where the samples of umbilical cord blood, umbilical cord tissue (in the Standard option) and placenta tissue are counted as 1 sample each, and the isolated umbilical cord tissue stem cells (in the Premium and Platinum options) are counted as 2 samples:

Annual payment option:

Number of successfully stored samples	1 sample	2 samples	3 samples
Service fee including VAT	250 EUR + 130 EUR / year	500 EUR + 185 EUR / year	750 EUR + 215 EUR / year

Prepayment option:

Number of successfully stored samples	1 sample	2 samples	3 samples
Service fee including VAT	2,150 EUR	3'140 EUR	3'750 EUR

5.6 In the paragraphs referred to in § 9 para. 5.4 and 5.5, the costs of the examination and preparation of the appropriate biological materials qualified for storage shall be supplemented by the costs of the optional services selected by the parents.

5.7 The service fee can be paid in installments, the amount of which is specified in the pricelist. The division of the payment into installments is interest free. The first installment of the service fee is payable within thirty days of invoicing, after the final qualification of the biological material for storage. The following installments are to be paid in the following monthly periods on the basis of invoices according to the option chosen by the parents. Failure to pay a further instalment within the specified period will result in the remaining instalments becoming immediately due.

5.8 Fees include VAT as required by law. In the event of a change in the VAT rate following the conclusion of the contract and before invoicing, or if this tax is replaced by another equivalent tax within this time frame, FamiCord Suisse shall adjust the invoice to the new VAT rate or equivalent tax that has come into force, which may result in deviations from the sums specified in this contract.

5.9 The parents and/or legal guardians (depending on the case) are responsible for paying the fee and are jointly and individually liable (e.g. each of them is liable for the entire fee). Failure to comply with the payment obligations set out in this chapter shall entitle FamiCord Suisse to terminate this agreement in accordance with § 9 para. 2 and to impose 5% fees per year on amounts still due.

6. Annual fee for annual payer

6.1 The fee for the services provided by FamiCord Suisse in the annual payment options consists of a "Base Fee", the "Service Fee" and the "Annual Fee".

6.2 The fee for the storage of the biological material is due annually in advance by the child's birthday at the latest.

6.3 Fees include VAT as required by law. In the event of a change in the VAT rate following the conclusion of the contract and before the invoice is issued, or if this tax is replaced by another equivalent tax within this time frame, FamiCord Suisse shall adjust the invoice to the new VAT rate or equivalent tax that has come into force, which may result in deviations from the sums specified in this contract.

6.4 The parents and/or legal guardians (depending on the case) are responsible for paying the fee and are jointly and individually liable (e.g. each of them is liable for the entire fee). Failure to comply with the payment obligations set out in this chapter shall entitle FamiCord Suisse to terminate this Agreement in accordance with Section 9 para. 2 and to impose 5% fees per year on amounts still due.

7. Price adjustment for annual fees

7.1 The annual fee is subject to a price adjustment as follows:

7.2 In the event that the consumer price index for Switzerland officially determined by the Federal Statistical Office changes compared to the month of december of the year in which the contract was concluded, FamiCord Suisse reserves the right to increase or decrease the agreed annual fee in the same percentage ratio. Further adjustments are due at the end of another storage year. The authorized party may also request a corresponding adjustment of the agreed renewal fee.

7.3 The contracting party must be notified in writing of the exercise of the right to adjust prices no later than four weeks after the relevant adjustment date. If, after receipt of the notification, the entitled party makes use of his or her ordinary right of termination pursuant to paragraph 12 at the earliest possible date, the adjustment of the remuneration shall not take effect.

7.4 If the annual fee increases by more than 5% compared to the fixed annual fee as a result of the price adjustment, the entitled person is not entitled to an extraordinary right of termination within the first 10 years.

7.5 If the consumer price index for Switzerland set by the Federal Statistical Office is no longer continued during the contract period and is replaced by another index, this index must be used accordingly for the question of value preservation. In this case, the contracting parties undertake to agree on a new economically equivalent value retention clause.

7.6 Irrespective of the provisions in paras. 7.2, 7.3, 7.4 and 7.5, FamiCord Suisse is entitled in the event of an increase in statutory VAT and, in the event of a reduction, is obliged to adjust the prices for contractual services provided from the date of the respective legal amendment with effect for the future. In the case of this price adjustment, the contractual partner has no right of termination.

§ 10 Other conditions

1. If the parents have received discounts/price reductions due to applicable special offers or addenda at the time of conclusion of the contract and the conditions of the special offers or addenda are not met, FamiCord Suisse is entitled to charge the fees in full according to the standard price list in force at the time of conclusion of the contract.

2. The parents agree to the sending of an electronic invoice to the email addresses they have provided. Changes to the email addresses for sending invoices must be communicated immediately.

3. In the event of default in payment under the contract, FamiCord Suisse will request the child's parents and/or other legal representatives to pay the outstanding amounts within the deadline specified in the request for payment. FamiCord Suisse is entitled to charge statutory interest for each day of delay and to claim the outstanding amounts by way of a debt collection procedure.

4. Special offers / discounts cannot be combined with each other.

§ 11 Liability for non-performance and defective performance of the contract

1. FamiCord Suisse's responsibility towards the customer and/or the person for whom the samples are stored is limited to the services described in this contract.

2. FamiCord Suisse is not liable for any loss or damage caused by unforeseeable circumstances or force majeure. Force majeure is defined as an external event that cannot be foreseen and prevented, in particular fire, flood, earthquake, disaster, war, riots, strikes, embargoes, epidemics or pandemics can be considered circumstances that meet the characteristics of force majeure.

3. FamiCord Suisse's total liability shall be limited to the amount of fees paid by customer to FamiCord Suisse in accordance with this agreement. This is applicable in any case regardless of the customer's claim.

4. In the event of termination or suspension of FamiCord Suisse's activity for any reason that requires the transfer of the rights and obligations of the custodian to a third party, FamiCord Suisse guarantees the possibility of further storage of the biological material by a specialized and authorized third party on the basis of separate contracts concluded between FamiCord Suisse and the specialized and authorized third parties. Parents do not incur any costs related to the transfer of rights and obligations to this company. FamiCord Suisse informs that it fulfils its obligation to enter into such a contract(s).

§ 12 Term, Cancellations, Termination of the Contract

1. If the annual payment option is selected, the contract is concluded for an indefinite period and has a minimum contract term of 10 years.
2. In the case of prepayment options, the contract is entered into for the selected period (25, 35 or 50 years) and is automatically renewed for successive periods of the same period if this is possible under the technical conditions and it is not terminated by either party. The service fee for this new service shall be consistent with the current service charge as defined in this contract in order to correct the inflation rate of the initial storage period.
3. In the year preceding the completion of the initial storage or any subsequent renewal period, FamiCord Suisse shall inform the customer, the child or the owner of the samples that an additional fee for the continuation of storage will be due following this duration.
4. The customer, the child or the owner of the samples may terminate this agreement at any time within its term by means of an express written notice in advance, which must be received from FamiCord Suisse at least 6 months before its end or the end of any subsequent renewal. The parties agree that all amounts already paid, regardless of the course of the contract or any circumstances, will not be refunded. A refund of the amount already paid is excluded.
5. FamiCord Suisse reserves the right to destroy the sample(s) under the strictest security controls in the event that this agreement has been terminated without the customer requesting the release of the samples from FamiCord Suisse or, if so, a release has not been carried out within 30 days of the termination of the agreement, or even if the technical conditions do not allow the appropriate storage of the sample(s) for more than 25 years.
6. In the event of termination or non-renewal of this agreement as described under the terms of § 12 para 3, the client shall not be entitled to repay any amounts already paid for the services provided by FamiCord Suisse and in the event that such amounts have not yet been paid in full, the client shall retain the obligation to do so.
7. The contract is terminated:
 - a) if the removal of the biological material is not possible due to the birth conditions or the poor general condition of the child before the umbilical cord is cut,
 - b) in the event of disqualification of all biological materials in accordance with § 6 para. 3 a-c of the contract,
 - c) in the case referred to in § 6 para. 8 of the contract.
 - d) if the use of all stored parts of the stored biological material has been used for the medical needs of the entitled recipient.
8. In the event of an instruction from the parents to destroy the biological material, the parents will be charged an additional fee of CHF 300 per sample to cover the cost of this procedure. To confirm this procedure, a record of surrender for destruction will be drawn up, and a copy of this protocol will be sent to parents by post if requested.
9. If the biological material is not received within two months from the date specified as the expected date of birth, this contract will be deemed not to have been concluded and FamiCord Suisse will not refund the original fee paid, unless the customer has selected and paid the refund guarantee in the contract.
10. In the event of an unresolved breach of contract by the Client, FamiCord Suisse reserves the right to terminate it, without the obligation to repay any amounts already paid by the client, with the right to receive 50% of the outstanding or overdue amount payable as a penalty for default. Furthermore, in this case, FamiCord Suisse reserves the right to terminate the process of cryopreservation of the samples, even if this means the destruction of the sample(s).
11. The parties confirm FamiCord Suisse's right to retain the stored sample(s) in the event customer's breach of contract with respect to his/her payment obligations for storage or other costs and expenses payable under this Agreement.

§ 13 Disposal of biological material before the child reaches the age of majority

1. Before the child reaches the age of majority, the parents (or other legal guardians of the child) who have parental authority or guardianship of the child in accordance with the applicable legislation may at any time have access to the biological material for medical care and needs of the child or other recipients (biological siblings of the child, biological parents of the child, biological grandparents of the child, biological descendants of the child) in the case of transplants and related patients (biological siblings of the child, biological parents of the child, biological grandparents of the child, biological descendants of the child) in the case of administrations. A disposition is understood to mean the transfer of the biological material to the institution carrying out the therapy after receipt of an appropriate document from that institution confirming the use of the biological material for treatment.

2. FamiCord Suisse will at any time transfer the stored biological material directly to the cell administration centre or to an authorised representative of this body (within the limits of the reported need) on the basis of a direct original written instruction from the person authorised under the terms of the contract, who will be able to identify themselves with the following documents confirming their right to dispose of the biological material:

a) a declaration of intent by both parents with notarized signatures or a declaration by both parents with the confirmation of the attending physician and the lawyer of the hospital/clinic.

or

b) Declaration by a parent about the guardianship of the child in the event of divorce or original or notarized decision of an ordinary court on the withdrawal of custody of a parent, stating that only one parent is entitled to custody of the child, or a court decision on the establishment of a guardianship or foster care

and

c) Identity card / passport confirming the personal data of the persons entitled to dispose of it.

3. A decision by an ordinary court to hand over biological material is not required if there is a danger to the life or health of the child or a close family member of the child (biological siblings of the child, biological parents of the child, biological grandparents of the child, biological descendants of the child) confirmed by a specialist. In this case, a request from a specialist and written confirmation by the parents of the instruction to release the biological material to the hospital/clinic concerned is required.

§ 14 Validity of the contract after the child reaches the age of majority

1. Upon reaching the age of majority, the child shall have the full right to dispose of the biological material for his or her own medical purposes or for the purposes of third parties, unless he or she loses full consent. The child's right to dispose of the biological material after reaching the age of majority is independent of who is a party to the contract and is available to him or her even if he or she does not accede to the contract or does not assume the rights and obligations arising from the contract in place of his parents.

2. Once the child has reached the age of majority, the parents can no longer independently apply for the destruction, release or disposal of the biological material, but this does not preclude the possibility of terminating the contract in accordance with its provisions.

3. In the event of termination of the contract by the parents after the child has reached the age of majority, FamiCord Suisse will first request the adult child to assume the rights and obligations under the contract. If the child does not respond within a reasonable period of time, the termination of the contract by the parents will take effect. In this case, FamiCord Suisse will, as far as possible, request the adult child to provide explicit instructions regarding the future of the stored biological material. If no such instructions are provided, FamiCord Suisse may suspend storage and request clarification in accordance with Swiss law.

4. FamiCord Suisse agrees that the child can join the contract after reaching the age of eighteen (reaching the age of majority) and act as a contract partner alongside the parents. In the event of the child's accession to the contract (in writing), the parents and the child are jointly and severally liable for the obligations arising from the contract.

5. Parents may transfer the rights and obligations under this contract to their adult child by written declaration, subject to the consent of FamiCord Suisse in accordance with Swiss law. FamiCord Suisse may refuse to give its consent if the adult child does not offer sufficient payment security. In this case, the contractual relationship with the parents remains in force.

6. An adult child may, by a unilateral declaration of intent with a notarized signature, exercise all rights of disposal over the biological material, including the right of disposal for medical purposes of other recipients (biological siblings of the child, biological parents of the child, biological grandparents of the child, biological descendants of the child) in the case of transplants and patients related to the child (biological siblings of the child, biological parents of the child, biological grandparents of the child, biological descendants of the child) in the case of administrations.

7. Reaching the age of majority of the child does not end the validity of the contract.

8. An adult child may dispose of the biological material for therapeutic purposes after submitting the following documents:

- a) a corresponding application for biological material from the institution which is to carry out the treatment with biological material,
- b) an own notarized declaration,
- c) an identity card/passport,

9. FamiCord Suisse points out that if the parents do not provide the child's data, it may be difficult to exercise the rights of the authorized representative once the child has reached the age of majority.

§ 15 Appeal Procedure

1. All complaints related to the performance of this Agreement should be submitted in writing or by e-mail within a period of no more than 1 month after the parents become aware of the circumstances justifying the complaint. The address of the registered office of FamiCord Suisse SA, at the time of the validity of these General Terms and Conditions is BusinessPark Zug, Sumpfstrasse 26, 6312 Steinhausen, email address for complaints: kundendienst@famicord.ch

2. FamiCord Suisse undertakes to examine the complaint within 30 days from the date of receipt of the complaint.

3. After examining the complaint, FamiCord Suisse will send a response to the parents in the form in which the complaint was received (letter or

email) to the address indicated in the letter or email of the sender from which the complaint was sent.

§ 16 Storage and processing of personal data

1. FamiCord Suisse is responsible for the storage and processing of personal data and guarantees the confidential processing of the same, exclusively for the purpose of providing the contracted services, in accordance with the European General Data Protection Regulation and the relevant provisions of the Federal Act on the New Data Protection Act of September 2023.

2. The parents undertake to transmit the following personal data of the child to FamiCord Suisse immediately after the birth: first name, last name and AHV number for identifying the future beneficiary.

§ 17 Final Provisions

1. The contract comes into force as soon as the parents have completed and confirmed all the data, which generates the text of the contract within the framework of the parent account in the customer area "My FamiCord".

2. FamiCord Suisse explains that it has received the appropriate authorisation from the Federal Office of Public Health and Swissmedic for the procedures and activities carried out so far.

3. Each Party shall be obliged to inform the other Party of any change in its registered office or place of residence and its correspondence address within fourteen days of the occurrence of the change. In the absence of such information, communication or declaration, the notices sent to the last address given by the other contracting party shall be deemed to have been effectively delivered. FamiCord also reserves the right to change the location of the laboratory and bank. If the parents do not comply with their obligation to notify a change of address and FamiCord Suisse has problems with the delivery of correspondence and contacting the parents as a result, FamiCord Suisse is entitled to assume that the parents have abandoned the biological material and to hand over the samples containing the biological material to FamiCord Suisse or to destroy it.

4. All amendments to the contract agreed between the contracting parties must be made in writing in order to be effective.

5. This agreement is governed by Swiss law. Any disputes will be dealt with by the courts in Zurich, Switzerland.

6. By the express wish and determination of the parties, the Court of Zurich shall have jurisdiction to resolve any conflicts that may arise from this Agreement, to the exclusion of any other conflicts.

7. All annexes to this contract drawn up within the framework of the conclusion of the contract and accepted by the parents shall form an integral part of this contract.

8. This contract is also valid in electronic form. The electronic signature on the contract is also valid.

CONSENTS

CONSENT FORMS	
<p>Acceptance of the Terms and Conditions and Privacy Policy</p> <p>I declare that I have read the Privacy policy and the General Terms and Conditions of the Website https://client.famicord.lu, and that I understand and accept the terms and conditions for the provision of services by FamiCord Suisse SA. based in Steinhausen via the website https://client.famicord.lu.</p> <p>Confirmation of the authenticity of data and consent to disclose them to the child's father</p> <p>I hereby declare that the information that will be filled in the Medical Questionnaire form completed by me is true. The above data may be disclosed to the Father of the Child (if he is party to the contract).</p>	consent
<p>Acceptance of the contract</p> <p>I declare that I have read and understood the contents of the contract on qualification, preparation and storage of biological material with FamiCord Suisse SA in Steinhausen. The content of the standard contracts are available here: https://famicord.lu/en/documents</p> <p>I understand and accept the contents of the contract and all annexes. The content of my contract with the service options I have selected will be generated and will be available for viewing (after completion of the order) in my customer account.</p>	consent
<p>Confirmation of the authenticity of data and consent to disclose them to the child's father</p> <p>I hereby declare that the information that will be filled in the Medical Questionnaire form completed by me is true. The above data may be disclosed to the Father of the Child (if he is party to the contract).</p>	consent
<p>Consent to receiving the contract and invoices in electronic form</p> <p>I consent to and accept the form of FamiCord Suisse SA with its registered seat in Steinhausen issuing and sending invoices only in electronic form to the e-mail address provided, as well as signing and generating the contract electronically.</p>	consent

PRICE TABLE

BASIC FEES BEFORE BIRTH	
up to 14 days after the collection kit has been sent	
Selected option	
Amount of the initial fee	
Selected additional services	
POSTPARTUM SERVICE FEES	
up to 30 days after invoicing	
Selected option	
The amount of the service fee	
Selected additional services	
Total amount of discounts granted	
You've saved	
Chosen form of storage fee	

Full table of storage fees for the contract

Storage fees:	Annual fee	Prepayment 25 years	Prepayment 30 years	Prepayment 35 years	Prepayment 50 years
Standard Blood	500 EUR	2400 EUR	2950 EUR	3200 EUR	3950 EUR
Blood and Tissue Standard	750 EUR	3390 EUR	4140 EUR	4390 EUR	5140 EUR
Blood & Tissue Premium	1000 EUR	4000 EUR	4950 EUR	5200 EUR	5950 EUR
Blood, Tissue and Placenta Platinum	1400 EUR	4900 EUR	6150 EUR	6400 EUR	7150 EUR

Payment in installments of the service fee:

Selected number of installments	
Amount of the instalment	

FamiCord Suisse, date

and signature

TT.MM.JJJJ

Date and

signature of

the mother

TT.MM.JJJJ

DocuSigned by:

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Appendix:

- Privacy Policy (Appendix 1)

FAMICORD GROUP PRIVACY POLICY

This Privacy Policy ("Statement") applies to all of your Personal Data (as defined below) processed by FamiCord Group (as defined below) under the Agreement (as defined below).

In accordance with Articles 13 and 14 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 ("GDPR") and the corresponding provisions of the Federal Act on the New Data Protection Act of 01 September 2023 ("revFADP"), the following is hereby pointed out:

RESPONSIBLE AND CONTACT

1. Controller: FamiCord Suisse S.A. ("FamiCord Suisse"), part of the Famicord Group
2. Contact details: Sumpfstrasse 26, 6302 Zug, Switzerland; dpo@famicord.ch

DEFINITIONS

FamiCord Group – a group of Swiss and European cord blood banks and laboratories specializing in the collection, isolation and cryopreservation of stem cells from umbilical cord tissue and blood. The group is by far the largest European company active in this industry and has stored more than 1,000,000 samples of biological material as of the end of Q3 2025. Over time, the group developed a wide range of other options, such as isolating stem cells from adipose tissue, bone marrow or peripheral blood for immediate therapy. By the end of Q3 2025, stem cells derived from cells and tissues processed in FamiCord laboratories had already been used in more than 7,000 treatments in various countries around the world.

Personal data – information about the mother, father and child provided in the Agreement and collected and processed by FamiCord Suisse SA or other affiliates of the FamiCord Group and its subcontractors for the performance of the Agreement.

Agreement – the agreement for the storage of biological material between a FamiCord Group facility, the child and the parents.

PURPOSE AND LAWFULNESS OF DATA PROCESSING

Your personal data will be processed in accordance with Article 5 of the GDPR and the relevant provisions of the FADP in order to:

1. allow FamiCord Suisse S.A. and/or FamiCord Group to provide the service, i.e. the private storage of biological material collected after birth in one of the laboratories affiliated with FamiCord Group; the legal basis is this Agreement signed in accordance with Article 6, c.1, l. b) GDPR and the corresponding provisions of the FADP;
2. as the Swiss bank for umbilical cord stem cells, to store biological material in accordance with ATMP standards, which enables the production of cell products for standard and experimental medical applications; the legal basis is this Agreement signed in accordance with Article 6, c.1, l. b) GDPR and the corresponding provisions of the FADP;
3. Comply with the administrative, social security, insurance and tax obligations to which FamiCord Group is subject; the legal basis is this Agreement signed in accordance with Article 6, c.1, l. b) GDPR and the corresponding provisions of the FADP; and
4. Comply with legal obligations specific to the sector in which FamiCord Group operates.

CATEGORIES OF PROCESSED DATA

The personal data that you provide to FamiCord Suisse and/or FamiCord Group is necessary for the above purposes and includes general and particularly sensitive personal data that reveals your ethnic group, health status and genetic data, as well as any information required by FamiCord Suisse and/or FamiCord Group to achieve the above purposes and as provided for in the Agreement.

RECIPIENTS OF PERSONAL DATA

1. "Recipient" refers to the natural or legal person, public authority, agency or other body to which the personal data (with the exclusion of data relating to biological material pursuant to Article 2 (c), (e)-(g) below) is disclosed, including third parties. A list with the names of these recipients can be requested from FamiCord Suisse at any time.
2. As far as the activity carried out by FamiCord Suisse and/or the FamiCord Group is concerned, the recipients may include:
 - . companies that are affiliated, controlled, affiliated or otherwise involved with FamiCord Suisse and/or the FamiCord Group;
 - . Employees and collaborators involved in data processing or in the provision of the services required under this Agreement;
 - . service companies, data processing companies, accounting/tax consulting companies and, in general, all entities entrusted with the control and assurance of compliance with the above purposes;
 - . the laboratories specified in the agreement or other healthcare actors with whom FamiCord Suisse and/or FamiCord Group has agreed to collaborate, for the cases related to the execution of the contract and for which FamiCord Suisse SA and/or FamiCord Group guarantees compliance with the security measures for the protection of the data entrusted to them;
 - . Companies and/or commercial partners in general, such as manufacturers, communication companies, web services, partner websites and other professionals in the sector;
 - . any third parties with whom FamiCord Suisse and/or the FamiCord Group have entered into specific agreements on measures to be taken to ensure the security of the data entrusted to them. In any case, the personal data will only be processed to achieve the purposes indicated above; and
 - . Credit and insurance institutions that provide services that serve the above purposes.

DISCLOSURE OF PERSONAL DATA TO THIRD COUNTRIES AND INTERNATIONAL ORGANISATIONS

1. FamiCord Suisse and/or the FamiCord Group do not transfer personal data and/or biological material to third countries (i.e. countries without an equivalent level of data protection as in the EU and Switzerland) or international organisations.
2. For the purpose of providing the service requested by you under the Agreement, the personal data collected by FamiCord Suisse and/or FamiCord Group will be transmitted and transferred to the laboratory specified in the Agreement, which in any case will act in the name and on behalf of FamiCord Suisse and/or FamiCord Group and guarantee the quality and safety standards indicated by FamiCord Suisse and/or FamiCord Group.

LOCATION AND PERIOD OF DATA RETENTION

1. Your personal data will be stored at Sumpfstrasse 26, 6312 Steinhausen, Switzerland.
2. FamiCord Suisse and/or the FamiCord Group will keep the personal data for the time necessary for the processing and specified in the agreement, but in any case until the end of the business relationship, for a maximum of 30 years.

3. After this date, the personal data will only be used in anonymised form for statistical and analytical purposes.

YOUR RIGHTS:

1. As a data subject, you can send an email to dpo@famicord.ch at any time and ask to exercise the following rights:

- (a) access to your personal data that is the subject of processing, in accordance with Article 15 of the GDPR and the corresponding provisions of the FADP, in order to verify whether or not your personal data is being processed and, if so, to verify the purposes of the processing, the categories of personal data processed, the categories of data processors, the retention period of the personal data; to check whether you can exercise your right to rectify, delete or restrict the processing of your personal data; to check whether you can complain to the competent courts/authorities; to check whether automated decision-making takes place or not and, if so, according to what logic it is applied;
- (b) rectify any inaccurate personal data subject to processing in accordance with Article 16 of the GDPR and the relevant provisions of the FADP;
- (c) obtain the erasure of your personal data that are the subject of processing in accordance with Article 17 of the GDPR and the corresponding provisions of the FADP, without prejudice to any legal obligations to the contrary or the subsequent need to process the personal data for investigative purposes or to exercise the right of defence in court in the event that the data is no longer needed for its original purpose; You withdraw consent to the processing of your personal data; the personal data has been processed unlawfully; the personal data must be deleted in order to comply with a legal obligation;
- (d) restrict the processing of your personal data in accordance with Article 18 GDPR and the corresponding provisions of the FADP if the accuracy of the personal data is contested, and only for as long as FamiCord Suisse and/or FamiCord Group needs to verify its accuracy; the personal data has been unlawfully processed and you object to its deletion; the added need to process the personal data for investigative purposes or to exercise the right of defence in court;
- (e) to obtain a copy of your personal data in a structured, commonly used, machine-readable format and the possibility to transfer your personal data from one controller to another in accordance with Article 20 of the GDPR and the corresponding provisions of the FADP, in relation to the personal data obtained when communicating by e-mail with news about the activities of FamiCord Suisse S.A. and/or the FamiCord Group and the FamiCord Suisse and/or the FamiCord Group.

2. FamiCord Suisse S.A. and/or FamiCord Group are obliged to adequately and promptly consider and respond to any request to exercise the aforementioned rights, unless they have a legitimate reason not to do so.

DATA DELETION

- 1. FamiCord Suisse and/or the FamiCord Group, respecting your specific right, have put in place a procedure that allows you to request the erasure of your personal data without unjustified delay or restriction of processing.
- 2. FamiCord Suisse and/or the FamiCord Group have ordered that in the above cases, the personal data must be deleted as soon as possible, but no later than 90 calendar days after receipt of the request.
- 3. Deletion requests can be sent to dpo@famicord.ch by email.
- 4. We would like to inform you that you can exercise your rights under Articles 12 to 23 of the GDPR and the corresponding provisions of the FADP at any time by sending an email to dpo@famicord.ch.

YOUR RIGHT TO LODGE A COMPLAINT

As a data subject, you have the right to complain to the competent courts/authorities.

WITHDRAWAL OF CONSENT

You may withdraw any consent given to FamiCord Suisse and/or FamiCord Group at any time by sending an email to dpo@famicord.ch.

TYPE OF DATA PROVISION

The provision of your personal data to FamiCord Suisse and/or FamiCord Group is mandatory with a view to carrying out the pre-contractual activities and services requested by you and defined in the agreement. You are reminded that if you refuse to provide your personal data, FamiCord Suisse and/or the FamiCord Group will not be able to fulfil the said obligations. The provision of your personal data to FamiCord Suisse and/or FamiCord Group is not required by contract or law in relation to communication by e-mail with messages about activities of FamiCord Suisse and/or FamiCord Group and the events organized by FamiCord Suisse and/or FamiCord Group. However, you are reminded that if you refuse to provide your personal data, FamiCord Suisse and/or the FamiCord Group will not be able to fulfil the stated purposes.

Automated decision-making in relation to natural persons and profiling

FamiCord Suisse and/or the FamiCord Group do not use automated decision-making exclusively; human intervention is always a factor.

Status September 2023

For FamiCord Suisse

For the customer


