

ORDER TO SET UP A STEM CELL DEPOSIT

Postal address: Vita 34 Gesellschaft für Zelltransplantate m.b.H | Hartäckerstrasse 28 | AUT-1190 Wien | USt-ID ATU 57 22 56 02
 Phone: 00800 034 00 000 | E-mail: kundenservice@vita34.at

To be completed by the future custodian/s of the child/ren (please print)

Contract partner (mother-to-be)

Name	First name
Street	
State/postal code/place	
Phone	
E-mail	
Date of birth	Customer ID, if available

Other contract partner (if custodian and authorized representative)

Name	First name
Street	
State/postal code/place	
Phone	
E-mail	
Date of birth	Customer ID, if available

Zu Gunsten des noch nicht geborenen Kindes/der Kinder

Calculated date of delivery	Number of expected child/ren	Gynecologist in attendance (name, place)
Scheduled date of CS	Name of maternity clinic	Place where the maternity clinic is located

I order the following contract variant (prices include statutory value-added tax, currently 20 %, according to price list 07/2023, available online at www.vita34.at/service/download/)

<input type="radio"/> Cord blood Package price: 1.290,00 Annual fee as of storage: 150,00 €	<input type="radio"/> Cord blood — 21 years Package price: 3.390,00 € Annual fee as of the 21 st birthday: 150,00 €	<input type="radio"/> Cord blood — 50 years Package price: 5.190,00 € Annual fee as of the 50 th birthday: 150,00 €
<input type="radio"/> Cord blood & tissue Package price: 1.890,00 € Annual fee as of storage: 180,00 €	<input type="radio"/> Cord blood & tissue — 21 years Package price: 4.410,00 € Annual fee as of the 21 st birthday: 180,00 €	<input type="radio"/> Cord blood & tissue — 50 years Package price: 6.570,00 € Annual fee as of the 50 th birthday: 180,00 €

In case of multiple births: for the second child 50 % of the contract fee, for the third and further children free of charge, annual fee according to selected contract variant.

<input type="radio"/> I choose the additional product VitaPlusDonation . The option is free of charge. Vita 34 bears the additional cost.	<input type="radio"/> I need express delivery of the withdrawal package. Express delivery for a fee.
<input type="radio"/> I choose the additional product Preventive screening . Testing of DNA for health risks for 390,00 €	<input type="radio"/> Please call me back with regard to financing .

I have taken note of the General Terms and Conditions dated 08/2023, of Vita 34 Gesellschaft für Zelltransplantate m.b.H. and the cancellation policy and have accepted them as part of the contract. Vita 34 will document the acceptance of the order by sending me an order confirmation.

Date	Signature of contract partner (mother-to-be)	Signature of other contract partners (custodian or authorized representative)
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Please note the data for direct debit and for a differing delivery address on the back.

DIRECT DEBIT MANDATE

Creditor-ID: AT44ZZZ00000049584

Please note that the invoice will be sent to the contract partner/s even if the direct debit mandate is issued by a third party.

I herewith authorize Vita 34 Gesellschaft für Zelltransplantate m.b.H. to collect one-off/recurrent payments from my account by direct debiting. Furthermore, I instruct my credit institution to pay the direct debit drawn on my account by Vita 34 Gesellschaft für Zelltransplantate m.b.H.

I may request reimbursement of the debited amount within eight weeks, beginning with the debit date. The conditions agreed upon with my credit institution shall apply.

The SEPA direct debit mandate applies to:

- ☐ **One-off payment** (e.g., contract fee including down payment, express delivery, preventive screening test)
- ☐ **Recurrent payments** (annual fee if a contract variant with annual fee from storage has been chosen)

Name of account owner

Street and house number

Postal code and place

Name of credit institution

BIC

IBAN

Signature

ADDRESS FOR DELIVERY OF COLLECTION KIT, IF DIFFERENT

Name

First name

Street and house number

State / postal code and place

Phone number for delivery

GENERAL TERMS AND CONDITIONS

(AT-08/2023)

Preamble

- (1) Vita 34 AG (hereinafter referred to as “**Vita 34 AG**”) pursues the collection, processing, and storage of umbilical cord blood and umbilical cord tissue in order to preserve the stem cells contained in such blood and tissue. Vita 34 Gesellschaft für Zelltransplantate m.b.H. (hereinafter referred to as “**Vita 34**”) as the contracting partner owns the certificate for the collection pursuant to the Austrian Tissue Safety Act (GSG).
- (2) Umbilical cord blood is the fetal blood from the placenta and the attached remaining umbilical cord that is collected immediately after the cord was cut. Umbilical cord tissue is collected after the cord was cut and cord blood taken by cutting the umbilical cord a second time close to the placenta. The full extent of future applications of umbilical cord blood and tissue cannot be foreseen yet.
- (3) Umbilical cord blood and tissue are processed, prepared, and stored at the GMP laboratory of Vita 34 AG (GMP = Good Manufacturing Practice pursuant to the EU GMP Directive for medicinal products for human and veterinary use). As required by law, Vita 34 AG owns the manufacturing license pursuant to art. 13 German Medicinal Products Act (AMG) to collect and store umbilical cord blood as well as the manufacturing license pursuant to art. 20b and 20c (AMG) to collect and store umbilical cord tissue.

§1 Contractual partners and subject matter of the contract

- (1) The contract on the collection and storage is concluded between Vita 34 Gesellschaft für Zelltransplantate m.b.H. and the legal representatives of the child or – in case of multiple births – the children (usually the custodian/s of the child as set forth in art. 158 sec. 1 Austrian Civil Code, hereinafter referred to as the “legal representatives” or “**contractual partners**”). Vita 34 Gesellschaft für Zelltransplantate m.b.H. as a subsidiary then assigns Vita 34 AG with the storage of the stem cell deposit.
- (2) However, the child or – in case of multiple births – the children (herein after, the term “**child**” shall also include the plural) as the owner/s shall have the sole power of disposal of the umbilical cord blood and tissue; its use by Vita 34 or third parties shall be excluded. The disposition of the umbilical cord blood and tissue shall comply with the requirements set forth under the applicable pharmaceutical laws. Until the child comes of age, its legal representatives shall represent the child. When attaining full age or before upon approval by the legal representatives, the child may enter into the rights and obligations arising from this contract instead of the contractual partner. The contractual partner shall agree to such change of contractual partner now already.
- (3) The subject matter of the contract comprises the collection and preparation of umbilical cord blood and, if applicable, cord tissue, the storage of the cord blood preparation and, if applicable, cord tissue as well as the services included in the selected type of contract (see the latest insert “**Products, services, and prices**,” hereinafter referred to as “**appendix 1**”). With regard to umbilical cord blood, professional processing and preparation for transportation with the purpose of release to the prescribing doctor/other permissible user shall be another subject matter of the contract. The therapeutic application of the cord blood preparation and/or cord tissue preparation is not the subject matter of the contract.
- (4) Umbilical cord blood and, if applicable, tissue will be collected at a maternity institution that is partner of Vita 34. Otherwise, Vita 34 will be released from any and all obligations arising from this contract. Vita 34 will destroy the cord blood and/or cord tissue collected in the inadmissible manner. **The legal representatives shall agree to such destruction now already.** An up-to-date overview of the partner institutions is available online at <https://www.vita34.at/klinikfinder/>.
- (5) If the variant “**Option for public donation**” (**appendix 1**) is chosen, the anonymized data of the umbilical cord blood will be entered in a stem cell registry subject to the necessary suitability for donation. The legal representatives shall agree to HLA typing of the child’s umbilical cord blood. If the assessment of the umbilical cord blood by Vita 34 has the result that the criteria for registration in the stem cell registry are not

fully complied with, the blood will be stored without being registered in a stem cell registry in accordance with the chosen type of contract. The variant “Option for public donation” is then regarded as not chosen.

- (6) If the option “**Preventive screening test**” is chosen, Vita 34 will analyze the DNA of the child’s cord blood for the abnormalities and intolerances specified in **appendix 1**. Vita 34 will then forward the findings to the legal representatives.

§2 Obligations of Vita 34

- (1) Vita 34 assumes the following duties in connection with the collection of cord blood and cord tissue and the storage of the cord blood preparation in compliance with the licenses as governed by the regulations under pharmaceutical law:
 1. the overall responsibility for the collection of umbilical cord blood and/or umbilical cord tissue;
 2. the delivery of the collection kit to the specified shipping address;
 3. the instruction of the chosen maternity institution or attending physician or freelance midwife that collaborates with Vita 34 (hereinafter referred to as the “**person collecting the cord blood**”) to abstain from collecting the cord blood in their sole discretion, if required from the medical point of view to protect mother and child;
 4. the transport of the umbilical cord blood from the maternity institution to the facilities of Vita 34;
 5. the testing of the umbilical cord blood upon delivery for its suitability for preparation;
 6. a) the preparation, cryo-preservation, and storage of the umbilical cord blood preparation;
 - b) the issuance of the certificate of storage;
 - c) the quality control of the umbilical cord blood preparation as stipulated by law in Germany;
 7. the professional processing and preparation for transport with the purpose of release to the prescribing doctor and/or other permissible user after repeated testing of the cord blood preparation; transportation to the applying institution free of charge within Austria, unless the costs are born by third parties (e.g., health insurance);
 8. providing the services as included in the chosen type of contract (**appendix 1**); clauses 1 to 6 and clause 8 shall apply to the storage of umbilical cord tissue accordingly.

The obligations under art. 2 and 4 to 8 above shall be performed by Vita 34 AG in accordance with art. 3 of the Preamble.

- (2) If the tests pursuant to art. 2 sec. 1 clause 5 have the result that the preparation of the umbilical cord blood and/or tissue is impossible or not justifiable, Vita 34 shall inform the legal representatives in this regard and destroy the umbilical cord blood and/or tissue.
- (3) The legal representatives are aware that the field of application of umbilical cord blood cells is still under research and development. At present, the stored umbilical cord blood cells are used for hematopoietic reconstitution of bone marrow after high-dose chemotherapy or radiation, provided that the specifications of the umbilical cord blood preparation required for this purpose are met according to the current state of scientific knowledge. If the quality check shows that storage is possible but that the specifications for hematopoietic use are not met, the cord blood is nevertheless stored in order to be able to use it for therapeutic purposes in the future, possibly as specifications change with the further development of the state of scientific and technical knowledge.

The legal representatives therefore consent to the storage of the cord blood preparation even in the event that the currently applicable specifications are not complied with.

- (4) Vita 34 may use reliable subcontractors to fulfil its obligations. That does not require approval by the legal representatives.

§3 Obligations of the mother/legal representatives, consent

- (1) The contractual partners or – as specified individually – the mother shall:
1. Return the following forms provided by Vita 34 – fully and truthfully completed and signed – to Vita 34:
 - 1) Medical history form before the collection kit is shipped;
 - 2) Copy of the maternity card before the collection kit is shipped;
 - 3) Educational letter and declaration of consent before the collection kit is shipped as specified for selected type of contract;
 - 4) Follow-up medical history form 14 days after the birth at the latest;
 - 5) Consent form regarding tissue typing pursuant to Genetic Diagnosis Act before the collection kit is shipped if the variant “Option for public donation” (appendix 1) is chosen;
 - 6) Consent form for preventive screening test pursuant to Genetic Diagnosis Act before the collection kit is shipped if the option “Preventive screening test” is chosen.
 2. Choose only a maternity institution collaborating with Vita 34, indicate the desired collection of umbilical cord blood and, if applicable, tissue again to the physician/midwife as well as hand the collection kit provided by Vita 34 and the signed original deed of release pursuant to art. 8 sec. 3 over to the person collecting the umbilical cord blood and, if applicable, tissue right before the birth. If the contractual partner intends to change the maternity institution after the contract on the collection and storage was concluded with Vita 34, he/ she shall inform Vita 34 of such intent in writing. Art. 1 sec. (4), art. 6 sec. (5) clause 3, and art. 6 sec. (6) shall apply;
 3. Promptly notify Vita 34 of the child’s name in writing after the birth;
 4. Promptly notify Vita 34 of blood-borne infectious diseases of mother or child occurring within twelve months after the birth (e.g., hepatitis B, hepatitis C, or HIV).
- (2) The contractual partners shall agree to umbilical cord blood and, if applicable, tissue being collected after the cord of the child was cut.
- (3) The mother shall agree that a blood sample is taken from her to do the necessary serological tests for infectious diseases (including HIV) at the time of the birth (± 48 h) and that retain samples are stored for 30 years in accordance with the applicable legal stipulations in order to enable at least two repetitions of the laboratory tests required for the release.
- (4) The contractual partners shall agree that the physician/midwife/clinic submits the findings/data obtained during the pregnancy/birth to Vita 34. That shall apply as well to findings obtained after transplantation of the umbilical cord blood or cord tissue cells. The contractual partners shall release the medical personnel from their obligation to confidentiality in this respect. The contractual partners shall agree that Vita 34 may submit findings obtained by Vita 34 (except the results of the preventive screening tests) as well as copies of medical documents to the attending physician at the clinic in order to comply with the statutory obligations to report.
- (5) If the contract option “Preventive screening test” is chosen, the contractual partners shall agree that the child’s umbilical cord blood is subjected to molecular-genetic diagnostic tests (preventive screening) in accordance with the given parameters. Such consent may be revoked at any time with effect for the future. The contractual partners shall be entitled not to acknowledge the test results or parts thereof and to have them destroyed. The contractual partners shall agree to the storage of the sample material for verification purposes; that sample will be destroyed after ten years. The contractual partners furthermore agree that the laboratory forwards the results of the analysis to Vita 34 in a confidential manner.

§4 Payment

- (1) Vita 34 shall receive a fee for the preparation of the umbilical cord blood and, if applicable, the umbilical cord tissue of a child in accordance with Appendix 1 (hereinafter “Contract Fee”) as well as a fee for the annual storage of the umbilical cord blood or umbilical cord tissue after the expiry of the storage period (hereinafter “Annual Storage Fee”) in accordance with the selected contract variant (appendix 1).

- (2) Upon conclusion of the contract, a down payment on the contract fee will be invoiced per child in accordance with the selected contract variant (appendix 1). After the umbilical cord blood and, if applicable, the umbilical cord tissue was/were stored, the respective remaining amount of the contract fee will be invoiced.
- (3) If the contract fee or the annual storage fee is not paid within three months after the due date despite a request for payment/reminder, Vita 34 shall be entitled to terminate the contract and to destroy the cord blood or cord tissue preparation by giving two months’ notice. The legal representatives now already agree to the destruction.
- (4) Price discounts and other benefits granted by Vita 34 (e.g., special conditions for multiple births) cannot be combined with each other, do not apply to the fee for logistics and collection package and are not granted retroactively.

§5 Price adjustment annual fee

The annual fee is subject to price adjustment as follows:

- (1) The price shall not be adjusted for the first two years from the storage of the umbilical cord blood or tissue.
- (2) If the consumer price index for Germany officially determined by the Federal Statistical Office (Bundesamt fuer Statistik) has changed when compared to the CPI published in the month of December of the year the contract was concluded, Vita 34 reserves the right to reduce or increase the agreed annual storage fee by the same percentage after the first 2 years of storage (as of year 3 of storage). Further adjustments are permitted respectively after another year of storage has expired. The beneficiary may also request the corresponding adjustment of the agreed annual storage fee. In case the annual storage fee is paid in advance as specified for the selected type of contract (appendix 1), Vita 34 shall be entitled to adjust the annual storage fee for the first time after the expiration of the period the down payment was made for. Further adjustments are permitted respectively after another year of storage has expired.
- (3) The contractual partner shall be notified of such exercise of the right to price adjustment at the latest four weeks after the respectively relevant time of adjustment. If the beneficiary exercises the right of statutory termination after having received such notification pursuant to art. 6 sec. 2, the adjustment of the annual storage fee shall not take effect.
- (4) If the annual storage fee is increased by more than 5 percent compared to the annual storage fee as agreed, then the beneficiary shall be entitled to extraordinary notice of cancellation.
- (5) If the consumer price index for Germany determined by the Federal Statistical Office (Bundesamt fuer Statistik) is not continued during the contract period and is replaced by another index, then such index shall be used to solve the problem of value assessment accordingly. The contractual partners shall undertake in such a case to agree another, economically appropriate indexation clause.
- (6) Irrespective of the stipulations given in sec. 2, 3, 4, and 5 above, Vita 34 shall be entitled in case of an increase in the applicable VAT and be obligated in case of the reduction of the applicable VAT to adjust the prices of contractually agreed services rendered as of the time of the respective statutory agreement accordingly with effect for the future. The contractual partner shall not have the right to cancel the contract in case of such price adjustment.

§6 Contract period/cancellation/termination

- (1) The contract is concluded for an unlimited term. That applies also if the annual storage fee is paid in advance as specified for the selected type of contract (appendix 1).
- (2) The contractual partners may cancel the contract in writing without stating any reasons with effect of the child’s next birthday as specified for the selected type of contract (appendix 1). This shall not affect the right of extraordinary cancellation for cause.
- (3) Regular cancellation by Vita 34 shall be excluded. That shall not affect the right of extraordinary cancellation for cause of Vita 34 (e.g., default of payment pursuant to art. 4, breach of duties as stipulated in art. 3).
- (4) If the contract is cancelled by the legal representatives, the claim of Vita 34 for payment of the full contract fee and the annual storage fee shall persist. That shall not apply if the contract is cancelled for cause, in which case the payment will be reimbursed on a pro rata basis.

- (5) The contract shall be terminated automatically, without a notice of cancellation being required, if
1. Urgent medical reasons in accordance with the stipulated regulations prevent the storage of the umbilical cord blood or tissue before the collection. Vita 34 shall notify the legal representatives of such in writing;
 2. The person collecting the umbilical cord blood or tissue refuses to execute the assignment of collecting the umbilical cord blood and/or tissue or refrains from the collection at his/her own discretion (art. 2 sec. (1) para 3) or other reasons prevent the collection of umbilical cord blood or tissue;
 3. The collection of the umbilical cord blood or tissue took place in an institution that is not a partner of Vita 34;
 4. The tests upon receipt of the umbilical cord blood and tissue pursuant to art. 2 sec. (1) para 5 show that the preparation and storage are impossible or not justifiable pursuant to art. 2 sec. (2).
 5. The reasons of termination as stated in para 1 to 4 shall apply to the storage of umbilical cord blood and tissue only if the preparation of both products (umbilical cord blood or umbilical cord tissue) is impossible according to the quality requirements. Otherwise, the storage of the umbilical cord blood or tissue will be continued. In that case, the amount of the contract fee for storage is based on the contract fee for the storage of umbilical cord blood less the deposit paid, plus the annual storage fee if applicable, depending on the selected contract variant (**appendix 1**). Differences to payments already made will be refunded to the account designated by the contractual partner.
- (6) If the contract is terminated pursuant to art. (5) sec. 1 to 4, Vita 34 shall be paid shall only the down payment of the selected contract variant (**appendix 1**). That shall not apply to the case according to sec. (5), para 5 above (storage of umbilical cord blood and tissue), for which the stipulations specified therein shall apply.
- (7) If umbilical cord blood and tissue are stored, the termination of the storage of the umbilical cord blood or of the umbilical cord tissue is possible. The amount of the annual storage fee for the remaining storage is then equal to the annual storage fee for the storage of umbilical cord blood. The contract fee or already paid annual storage fees for umbilical cord blood and tissue will not be refunded retroactively.
- (8) If a contract that includes the optional preventive screening test pursuant to art. 3 sec. (5) is terminated, an additional fee at the amount as specified in **appendix 1** shall be paid to Vita 34 for each child for the provided findings of the preventive screening tests. That shall apply also to multiple births.
- (9) If the contract is terminated pursuant to sec. (2), (3), (5), para 1, 2, 4, and 5 and/or sec. (7) above, **the legal representatives shall agree that Vita 34 destroys the stored umbilical cord blood and/or tissue**, unless the beneficiary disposes otherwise of the umbilical cord blood and/or tissue within eight weeks after the contract has ended pursuant to art. 48 AMG. If the contract ends pursuant to sec. (5) para 3 above, the stored umbilical cord blood and/or tissue will be destroyed immediately as stipulated in art 1 sec. (4). If the contractual relationship be terminated with one legal representative and continued with the other, the consent of both legal representatives shall continue to apply.
- (10) Apart from the above stipulations, the contract shall terminate and thus the obligation to pay the annual storage fees, if Vita 34 submits the stored umbilical cord blood and/or tissue to the attending physician/other permissible user upon his/her request. For the storage of umbilical cord blood and tissue, sec. (7) para 2 shall apply accordingly.

§7 Assignment of claims

- (1) The legal representatives shall agree that Vita 34 may assign all outstanding monetary claims against them in whole or in parts and disclose the data required for the assertion and enforcement of such claims (name and address of the contractual partner, amount, due date, invoice number of the assigned claims), as well as submit the required documents. Such information and documents will be treated as strictly confidential and not be misused.
- (2) Further regulations are stipulated in the data privacy statement of Vita 34.

§8 Liability of Vita 34/waiver of claims against the clinic

- (1) Vita 34 shall be liable – apart from material default (breach of contractual obligation the fulfilment of which facilitates the proper implementation of the contract in the first place and the compliance with which the contractual partner usually trusts in and may trust in) or in case of injury to life, body, or health – only for intent and culpable negligence.
- (2) Vita 34 shall not furnish any guarantee whatsoever for current or possible future applications of the umbilical cord blood or tissue preparation, which are not the subject matter of the contract in accordance with art. 1.
- (3) On their own behalf and in the name of the child, the legal representatives shall waive any claims against the maternity clinic and the person collecting the umbilical cord blood and/or tissue and the maternal blood, unless such claims are based on deliberate intention or culpable negligence. That shall not apply to damages resulting from injury to life, body, or health or from the serious violation of a contractual obligation. For the purpose of this exemption from liability, the legal representatives shall submit the signed original deed of release to the maternity clinic or the person collecting the umbilical cord blood and/or tissue. This deed shall not affect any claims of the child against Vita 34 due to culpable conduct of the maternity clinic or the person collecting the umbilical cord blood and/or tissue.
- (4) If the umbilical cord blood or umbilical cord tissue or the stem cell preparation made of umbilical cord blood or tissue is negligently destroyed or otherwise made unusable due to negligence, the liability of Vita 34 AG shall be limited to the compensation of the additional cost of a possible autologous donation (e.g., cell separation, bone marrow) or allogeneic donation (e.g., cell separation, bone marrow) of stem cells. Further liability claims shall not be applicable. Vita 34 is in particular not liable for possibly missed therapeutic chances. If several medically suitable procedures are available, Vita 34's liability is limited to the assumption of the costs for the most cost-effective procedure.

§9 Data privacy

- (1) Vita 34 shall be authorized to store the personal data of the child and the legal representatives that are necessary to implement the contract and to pass them on to contractual partners where required to implement the contract. Vita 34 shall treat such data as confidential and commit its contractual partners to confidentiality.
- (2) Vita 34 shall be authorized to pass the data, which are necessary to apply the umbilical cord blood for therapeutic purposes, onto the physician/other permissible user upon request.
- (3) Within the scope of public donation, Vita 34 will pass on only the data of the preparation, however, no personal data (apart from the date of birth), to the stem cell registry or to the applying physician in case of release for application.
- (4) Further regulations are stipulated in the data privacy statement of Vita 34. The privacy policy is available on the website www.vita34.at.

§10 Final provisions

- (1) The parties shall notify each other promptly in writing of changes of address or name. The legal representatives shall furthermore notify Vita 34 promptly of changes in the representation relationships. The legal representatives shall inform the child at the latest when it comes of age about the content of the contract and in particular about the child's rights of ownership.
- (2) Modifications and amendments of this contract shall be made in writing to be effective. That does also apply to the cancellation or modification of this written form requirement. The requirement of the written form shall not apply to agreements made orally between the parties directly after the contract was concluded.
- (3) If a provision of this contract is or becomes invalid or infeasible, that shall not affect the validity of the remaining provisions. The contractual parties shall undertake to replace the invalid or infeasible provision by such a valid and feasible provision that comes closest to the originally intended economic purpose of the invalid or infeasible provision. The same shall apply to gaps in the contract.
- (4) The laws of Germany shall apply.
- (5) In case of doubt, the German version of the present General Terms and Conditions shall have priority.

INFORMATION ON THE RIGHT OF WITHDRAWAL

Right of withdrawal

You are entitled to withdraw from this contract without stating any reasons within fourteen days.

The period of withdrawal is fourteen days from the date on which the contract is concluded.

To exercise the right of withdrawal, you need to submit an explicit declaration (sent e.g. by mail, fax, or e-mail) of your decision to withdraw from this contract to:

Vita 34 Gesellschaft für Zelltransplantate m.b.H.
Hartäckerstrasse 28, 1190 Wien
Phone: +43 (0)153394-43
E-mail: kundenservice@vita34.at

You may use the enclosed sample form of withdrawal, which is not compulsory though.

To comply with the period of withdrawal, it shall be sufficient to send the declaration of withdrawal prior to the expiry of this period.

Consequences of withdrawal

If you withdraw from the contract, we shall reimburse any payment made by you, including the cost of delivery (except for the additional cost arising from your choice of another than the low priced standard type of delivery), promptly and at the latest within fourteen days after we received the declaration of withdrawal. We will use the same means of payment that you used for the initial transaction, unless otherwise expressly agreed. We will in no event charge extra costs for such reimbursement.

You have to return the goods (the collection kit) promptly and in any case at the latest within fourteen days after you informed Vita 34 about the withdrawal to **Vita 34 Gesellschaft für Zelltransplantate m.b.H., Hartäckerstrasse 28, 1190 Wien**. This period shall be regarded as complied with, when you send the goods prior to the expiry of this period.

You will bear the direct charges for the return.

You need to pay for a possible depreciation of the goods only, if such depreciation is the result of you handling the goods in a way that is not required to check the quality, properties, and functionality of the goods.

If you requested that the services start during the period of withdrawal, you will have to pay an adequate amount corresponding to the portion of the services already rendered at the date on which you informed us about your decision to withdraw from the contract compared to the total scope of services provided for in the contract.

End of information on right of withdrawal

Withdrawal

(Please fill in only if you want to withdraw from the contract!)

I/we herewith withdraw from the contract I/we concluded regarding the purchase of the following goods/the provision of the following services:

Order date* _____

Name/address of consumer/s _____

Title* First name* Last name*

Street and house number* _____

Postal code and place* _____

Country _____

Your e-mail address for prompt confirmation of the withdrawal

E-mail* _____

Date of withdrawal* _____

Signature* _____

All fields marked with an asterisk (*) are required fields.



PRODUCTS, SERVICES & PRICES

Find the best and most suitable offer
for your needs.

PRODUCTS

You decide whether you want to have stored only the **cord blood** or additionally the **cord tissue and the stem cells it contains**.



Cord blood

- Can be collected completely painless
- Is a personalized stem cell transplant
- Saves your child important time in the search for a suitable stem cell donation
- Helps rebuild the blood and immune system when needed
- Contains own stem cells that are not rejected by the body
- Contains particularly young stem cells: Younger stem cells = better prognosis
- Is an approach to explore new therapies for currently untreatable diseases

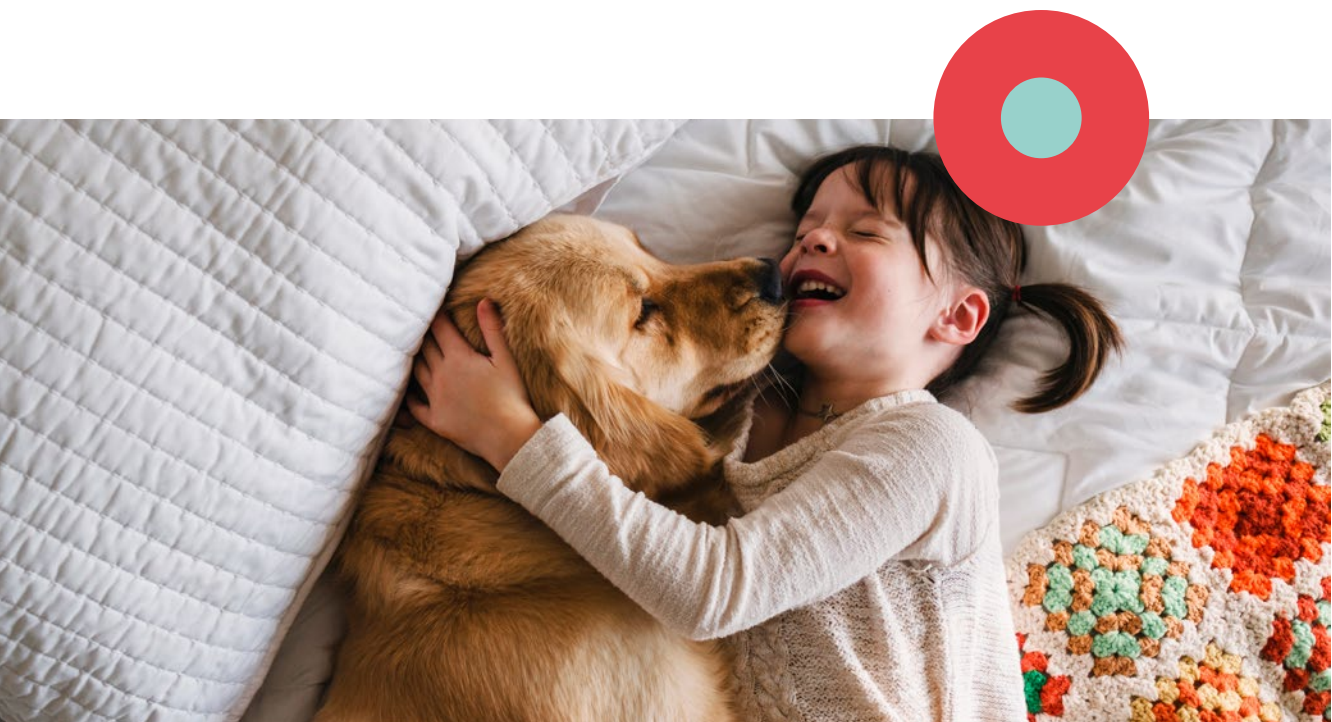


Cord blood and cord tissue

Use all the benefits of cord blood storage plus the benefits of umbilical cord tissue:

- Can be obtained just as easily and painlessly
- Contains stem cells that can form cartilage, bone, muscle, and nerve cells
- Stem cells being researched for the treatment of common diseases such as osteoarthritis

www.vita34.at



PAYMENT SCHEMES

For only 1,290 € you remain flexible from the time of storage and decide annually whether you want to extend your contract. **You may save with the prepaid models for 21 and 50 years.** Regardless of the payment scheme, you receive an unlimited contract that remains in force even after the prepaid term.

FINANCING
POSSIBLE FROM
20 €
PER MONTH*



Cord blood

Reasonable one-time payment

— One-time only —

1,290.00 €

Annual fee
of 150.00 € as of storage



Cord blood & cord tissue

Reasonable one-time payment

— One-time only —

1,890.00 €

Annual fee
of 180.00 € as of storage

Payment in advance for 21 years

— One-time —

3,390.00 €

**Save 600.00 € in comparison
to the annual payment**

No annual fee for 21 years
(then, 150.00 € starting with the 21th birthday)

Payment in advance for 21 years

— One-time —

4,410.00 €

**Save 720.00 € in comparison
to the annual payment**

No annual fee for 18 years
(then, 180.00 € starting with the 21th birthday)

Payment in advance for 50 years

— One-time —

5,190.00 €

**Save 3,600.00 € in comparison
to the annual payment**

No annual fee for 50 years
(then, 150.00 € starting with the 50th birthday)

Payment in advance for 50 years

— One-time —

6,570.00 €

**Save 4,320.00 € in comparison
to the annual payment**

No annual fee for 50 years
(then, 180.00 € starting with the 50th birthday)

* Sample financing – Financing is subject to the approval of the partner credit institution.

The listed prices are valid at the time of this print edition (07/2023). You will find our current prices and special offers at www.vita34.at.

ADDITIONAL SECURITY THROUGH PREVENTIVE SCREENING



Certain **genetic predispositions** can be important to your **child's health** at a very early age. Our preventive screening examines your child's DNA for genetic predisposition to the following risks:

1

LACTOSE INTOLERANCE
(MILK SUGAR INTOLERANCE)

2

GLUTEN INTOLERANCE
(CEREAL FLOUR INTOLERANCE)

3

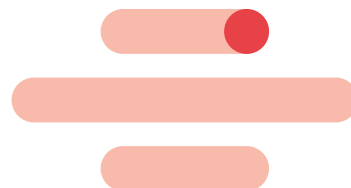
HEREDITARY FRUCTOSE
INTOLERANCE

4

DRUG-INDUCED HEARING LOSS
(ANTIBIOTICS INTOLERANCE)

5

AAT DEFICIENCY (DYSFUNCTION
OF THE IMMUNE SYSTEM)



You have the right not to acknowledge the test results or parts thereof and to have them destroyed. The testing material will be stored for ten years for a possible verification of the results. The results of the analysis are forwarded by the laboratory to Vita 34 in a confidential manner!

CHOOSE OUR DONATION OPTION TO HELP OTHERS AT THE SAME TIME



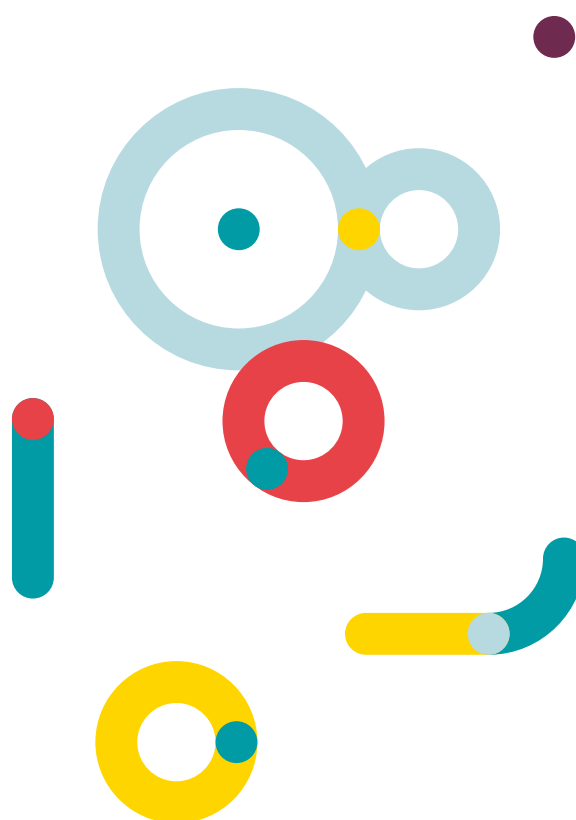
Vita 34 offers VitaPlusDonation, i.e., the possibility to combine your own stem cell deposit with a **public donation** for others. **The option is completely free of charge for you.** The additional costs for the provision as a donation will be borne by Vita 34.

VitaPlusDonation

With VitaPlusDonation, your child's privately stored cord blood is additionally made available as a public donation. You store the complete cord blood as property of your child. If the sample is suitable as a donation, the pseudonymized data will be entered into a public stem cell registry.

If a suitable recipient needs the umbilical cord blood, Vita 34 will ask the legal representatives or the adult child whether the cord blood is to be released for transplantation (donation) or not. If you or the adult child decide to donate the cord blood, the whole preparation will be released for transplantation.

In that case, the remuneration paid to Vita 34 up to that point (plus the average base interest rate for the expired storage period) for the cord blood will be refunded to you.





	Cord blood	Cord blood — 21 years —	Cord blood — 50 years —	Cord blood & cord tissue	Cord blood & cord tissue — 21 years —	Cord blood & cord tissue — 50 years —
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STORAGE OF

Whole blood preparation of cord blood	✓	✓	✓	✓	✓	✓
Cord tissue	—	—	—	✓	✓	✓

METHODS OF PAYMENT

One-time contract fee after the birth (VAT included) (195.00 € thereof to pay as down payment per child after contract is concluded)	1,290.00 €	3,390.00 €	5,190.00 €	1,890.00 €	4,410.00 €	6,570.00 €
Payment in advance of the annual fee	—	for 21 years	for 50 years	—	for 21 years	for 50 years
Annual fee (VAT included) ¹	150.00 € (as of storage)	150.00 € (as of age 21)	150.00 € (as of age 50)	180.00 € (as of storage)	180.00 € (as of age 21)	180.00 € (as of age 50)
Payment method	flexible	flexible	flexible	flexible	flexible	flexible
Optional financing ²	✓	✓	✓	✓	✓	✓
Special conditions for multiple births ³	✓	✓	✓	✓	✓	✓

TERM AND PERIOD OF NOTICE

Term	unlimited	unlimited	unlimited	unlimited	unlimited	unlimited
Possible cancellation	after 10 years, then annually	annually	annually	after 10 years, then annually	annually	annually

PREPARATION AND COLLECTION

Professional expert advice and detailed anamnesis by medical experts	✓	✓	✓	✓	✓	✓
Collection kit especially developed by Vita 34	✓	✓	✓	✓	✓	✓
Collection and transport by trained personnel on 365 days a year	✓	✓	✓	✓	✓	✓

STORAGE AND CRYO-PRESERVATION

Comprehensive range of manufacturing licenses and permits	✓	✓	✓	✓	✓	✓
Processing in clean room according to pharmaceutical GMP standard	✓	✓	✓	✓	✓	✓
Comprehensive quality tests (e.g., determination of viability parameters and cell count, infectious disease serology, and microbiology)	✓	✓	✓	✓	✓	✓
Off-the-grid long-term storage in the gaseous phase above liquid nitrogen at –180°C	✓	✓	✓	✓	✓	✓

RELEASE AND APPLICATION

Family allowance Financial support within the scope of cancer therapy ⁴	✓	✓	✓	✓	✓	✓
Professional processing of the cord blood preparation includes repeated testing prior to release	✓	✓	✓	✓	✓	✓
Mobile stem cell team: Transport of cord blood preparation free of charge to the treatment center in Germany and Austria	✓	✓	✓	✓	✓	✓
Transport of cord blood tissue free of charge to the requesting institution in Germany and Austria ⁵	—	—	—	✓	✓	✓

The listed prices are valid at the time of this print edition (08/2023). You will find our current prices and special offers at www.vita34.at.

¹ The annual fee is subject to price adjustment as specified in art. 5 of the General Terms and Conditions (last updated in 08/2023)

² Financing is possible subject to acceptance by the partner bank starting at monthly 20.00 €, for other financing examples, please refer to www.vita34.at/angebot/finanzierung/

³ In case of multiple births: Discount of 50 % (plus annual fee) for the second child; in case of triplets, we bear the full contract fee for the third baby, so that you pay only the annual fee.

⁴ If the cord blood is applied within the scope of cancer therapy until your child is 18 years old, Vita 34 will grant you a one-time allowance of 7,000.00 €. You can use this amount irrespective of the treatment costs covered by your health insurance.

⁵ Cord tissue must be processed and prepared according to the applicable standards before any further application. The costs of such processing depend on the type of application, the method, and the required quantity of cells and are therefore not foreseeable at present.

WE ACCOMPANY YOU!



1

BEFORE THE BIRTH

- You order the free Guidebook for parents-to-be and learn more about stem cells from the umbilical cord. ☒
- You are advised professionally by experts at no extra charge by calling 00800 034 00 000 or writing to kundenservice@vita34.at. ☐
- You order by telephone or online at www.vita34.at/produktuebersicht/. Or you can send the order form included in the guidebook for parents by mail or fax to Vita 34. ☐
- After the contract was concluded, you will be sent the medical history form, an educational letter, and a declaration of consent. Complete and sign them and send them back to Vita 34, together with a copy of the maternity card or the pregnancy passport. ☐
- Vita 34 will check whether a collection is possible on the basis of your medical documents and will send you the collection package by mail after the successful check. At the same time, you will receive the invoice for the down payment of 195.00 €. ☒

2

AT BIRTH

- You take the collection kit with you to the clinic. ☐
- After the umbilical cord was cut, blood and, if applicable, tissue will be extracted from the umbilical cord. ☒

3

AFTER THE BIRTH

- The clinic informs the courier. The courier takes the blood, which is rich in stem cells, and, if collected, the tissue to the Vita 34 laboratory. ☒
- Vita 34 cryo-preserved the cord blood and, if collected, the cord tissue. ☒
- Vita 34 sends you the storage certificate, the invoice, and the follow-up medical history form. ☒
- Fill in the follow-up medical history form and send it back to Vita 34. ☐
- Vita 34 does comprehensive quality tests with the samples and informs you about the results. ☒