

## ORDER TO SET UP A STEM CELL DEPOSIT

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

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

|                              |                              |                              |                              |
|------------------------------|------------------------------|------------------------------|------------------------------|
| _____                        |                              | _____                        |                              |
| Last name of mother          | First name of mother         | Last name of father          | First name of father         |
| _____                        |                              | _____                        |                              |
| Street                       |                              | Street                       |                              |
| _____                        |                              | _____                        |                              |
| Country / postal Code /place |                              | Country / postal Code /place |                              |
| _____                        |                              | _____                        |                              |
| Telephone                    |                              | Telephone                    |                              |
| _____                        |                              | _____                        |                              |
| Email                        |                              | Email                        |                              |
| _____                        |                              | _____                        |                              |
| Date of birth                | Existing customer: ID number | Date of birth                | Existing customer: ID number |

For the benefit of the unborn child / children

|                             |                             |                                       |  |
|-----------------------------|-----------------------------|---------------------------------------|--|
| _____                       |                             | _____                                 |  |
| Calculated delivery date    | Number of expected children | Attending gynaecologist (name, place) |  |
| _____                       |                             | _____                                 |  |
| Scheduled date of Caesarean | Name of birth centre        | Place of birth centre                 |  |

I order the following type of contract (Price includes VAT, at present 20%, pursuant to price list dated 1-1-2020, available online at [www.vita34.at/service/download/](http://www.vita34.at/service/download/))

|   |   |   |
|---|---|---|
| <input type="radio"/> <b>VitaPure</b><br>Package Price: 990.00 €<br>Annual fee as of storage: 120.00 €      | <input type="radio"/> <b>VitaPureCord</b><br>Package Price: 1,490.00 €<br>Annual fee as of the age of 26: 150.00 €  |   |
| <input type="radio"/> <b>VitaPlus</b><br>Package Price: 1,990.00 €<br>Annual fee as of storage: 60.00 €     | <input type="radio"/> <b>VitaPlus25</b><br>Package Price: 2,695.00 €<br>Annual fee as of the age of 26: 60.00 €     | <input type="radio"/> <b>VitaPlus50</b><br>Package Price: 3,695.00 €<br>Annual fee as of the age of 51: 60.00 €     |
| <input type="radio"/> <b>VitaPlusCord</b><br>Package Price: 2,490.00 €<br>Annual fee as of storage: 90.00 € | <input type="radio"/> <b>VitaPlusCord25</b><br>Package Price: 3,495.00 €<br>Annual fee as of the age of 26: 90.00 € | <input type="radio"/> <b>VitaPlusCord50</b><br>Package Price: 4,995.00 €<br>Annual fee as of the age of 51: 90.00 € |

In case of multiple births: 50 % of the contract fee for the second child, no extra charge for the third and any further child, annual fee according to chosen contract variant.\*

|  |  |
|--|--|
| <input type="radio"/> I additionally choose the donation product <b>VitaMine&amp;Yours.</b><br>(This option is at no charge to you. Vita 34 assumes all additional costs.) | <input type="radio"/> I want the <b>express delivery</b> of the collection package<br>express delivery at extra charge |
| <input type="radio"/> I additionally choose the donation product <b>VitaPlusDonation.</b><br>(This option is at no charge to you. Vita 34 assumes all additional costs.)   | <input type="radio"/> Please call me regarding <b>financing.*</b>  |
| <input type="radio"/> I choose the additional product <b>Preventive Screening.</b><br>DNA testing for health risks 390.00 €  |  |

\* Not available for VitaPur.

I have taken note of the General Terms and Conditions of Vita 34 Gesellschaft für Zelltransplantate m.b.H as of 1-1-2020 and the information on the right of revocation and accept them as an integral part of the contract. Vita 34 will document the acceptance of the order by sending an order confirmation to me.

|      |   |                               |
|------|---|-------------------------------|
| Date | Signature of the mother-to-be (mandatory) | Signature of the father-to-be |
|------|---|-------------------------------|

# DIRECT DEBIT MANDATE.

**Creditor-ID: DE05ZZZ00000013556**

herewith authorise Vita 34 Gesellschaft für Zelltransplantate m.b.H to send instructions to my bank to debit my account with nonrecurring/recurring payments. In addition, I authorise my bank to debit my account in accordance with the instructions from Vita 34 AG.

I am entitled to a refund of the debited amount from my bank under the terms and conditions of my agreement with my bank within eight weeks, starting with the date on which my account was debited.

## The SEPA Direct Debit Mandate shall apply to:

- the contract fee (nonrecurring payment)
- extra costs
- the annual fee (recurring payment)

\_\_\_\_\_  
Name of account holder

\_\_\_\_\_  
Street and house number

\_\_\_\_\_  
Postal code and place

\_\_\_\_\_  
Name of credit Institution

\_\_\_\_\_  
BIC

\_\_\_\_\_  
IBAN

\_\_\_\_\_  
Signature

## The SEPA Direct Debit Mandate shall apply to:

- the contract fee (nonrecurring payment)
- extra costs
- the annual fee (recurring payment)

\_\_\_\_\_  
Name of account holder

\_\_\_\_\_  
Street and house number

\_\_\_\_\_  
Postal code and place

\_\_\_\_\_  
Name of credit Institution

\_\_\_\_\_  
BIC

\_\_\_\_\_  
IBAN

\_\_\_\_\_  
Signature

# GENERAL TERMS AND CONDITIONS

(AT-01/2020)

## Preamble

- (1) Vita 34 AG (hereinafter referred to as “**Vita 34**”) pursues the collection, processing, and storage of umbilical cord blood and umbilical cord tissue in order to preserve the contained stem cells.
- (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 company’s GMP laboratory (GMP = Good Manufacturing Practice pursuant to the EU GMP Directive for medicinal products for human and veterinary use). Umbilical cord blood is governed by the German Medicinal Products Act (AMG). Vita 34 owns the manufacturing license pursuant to sec. 13 AMG to collect and store umbilical cord blood as well as the manufacturing license pursuant to sec. 20b and 20c AMG to collect and store umbilical cord tissue. The collection of umbilical cord blood and tissue requires the availability of manufacturing licenses for the maternity institution as well. All partners of Vita 34 (see sec. 1 para. 4) own the required manufacturing license.

## § 1 Contractual partners and subject matter of the contract

- (1) (1) The contract on the collection and storage is concluded between Vita 34 and the legal representatives of the child or - in case of multiple births - the children (usually the parents, sec. 1629 para 1 German Civil Code, hereinafter referred to as the “legal representatives” or “**contractual partners**”).
- (2) However, the child or - in case of multiple births - the children (hereinafter, the term “**child**” shall 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. 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 supplement Products, services, and prices as at 01/2020**, hereinafter referred to as “**appendix 1**”). With regard to umbilical cord blood, professional processing and the 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.de/klinikfinder/>.
- (5) If the type of contract “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 the 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 selected.(6) If the option “**Preventive screening test**” is selected, 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 with regard to the child 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;
  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 issue 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/Germany;.
  8. the provision of 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
- (2) If the tests pursuant to sec. 2 para. 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) Vita 34 may use reliable subcontractors to fulfil its obligations.

## § 3 Obligations of the Mutter/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 until the birth;
    - 2) Copy of the maternity card until the birth;
    - 3) Educational letter and declaration of consent until the birth 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 if the variant “**Option for public donation**” (**appendix 1**) 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 sec. 8 para. 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 contact on the collection and storage was concluded with Vita 34, he/she shall inform Vita 34 of such intent in writing. Sec. 1 para. (4), sec. 6 para. (5) clause 3, and sec. 6 para. (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 ( $\pm$  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. This 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 of preventive screening tests 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 storage of the sample material for verification purposes; this 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 contract fee and an annual fee as specified for the selected type of contract for the preparation of the child's umbilical cord blood and, if applicable, cord tissue (**appendix 1**).
- (2) A down payment on the contract fee as specified for the selected type of contract (**appendix 1**) will be charged for each child upon conclusion of contract. After the successful storage of the umbilical cord blood and, if applicable, tissue, the invoice of the respective remainder of the contract fee is issued. The annual fee will become due for payment in advance every year at the child's birthday. The methods of payment depend on the selected type of contract (**appendix 1**). The customer shall agree that he/she is sent an electronic invoice to the specified e-mail address. Changes of the e-mail address for invoice delivery shall be communicated promptly.
- (3) In case of multiple births, the full contract fee shall be charged for the first child and only 50 percent of the contract fee for the second child in accordance with the selected type of contract (**appendix 1**); no contract fee will be charged at all as of the third child. For the first two children, a down payment on the contract fee as specified for the selected type of contract (**appendix 1**) will be charged for each child. The contract fee for the second child is not applicable, if the preparation is stored successfully for one child only. The annual fee shall be paid for each stored preparation and depends on the selected type of contract (**appendix 1**).
- (4) If the contract fee and, depending on the selected type of contract, the annual fee are not paid within three months after the due date despite a request for payment/reminder, Vita 34 shall be entitled to cancel the contract and to destroy the umbilical cord blood or tissue preparation by giving prior notice after a period of two months after such notice.
- (5) Discounts and other benefits granted by Vita 34 (e.g. special conditions for multiple births) cannot be combined, do not apply to the down payment, and are not granted with retroactive effect.

#### §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 Austria officially determined by STATISTIK AUSTRIA 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 fee by the same percentage after the first two years of storage (as of year 3 of storage). Further adjustments are permitted respectively after another year of storage has expired. The right-holder may also request the corresponding adjustment of the agreed annual fee. In case the annual fee is paid in advance as specified for the selected type of contract (**appendix 1**), Vita 34 shall be entitled to adjust the annual 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 right-holder exercises the right of statutory termination after having received such notification pursuant to sec. 6 para. 2, the adjustment of the annual fee shall not take effect.
- (4) If the annual fee is increased by more than 5 percent compared to the annual fee as agreed, then the right-holder shall be entitled to extraordinary notice of cancellation.
- (5) If the consumer price index for Austria determined by STATISTIK AUSTRIA is not continued during the contract period and is replaced by another index, then such index shall be used to answer the question 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 change 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) Der Vertrag wird unbefristet geschlossen. Dies gilt auch im Falle einer Vorauszahlung der Jahresgebühr gemäß der gewählten Vertragsvariante (**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. This shall not affect the right of extraordinary cancellation for cause of Vita 34 (e.g. default of payment pursuant to sec. 4, breach of duties pursuant to sec. 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 fee shall persist.
- (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 (sec. 2 para. (1) clause 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 partner of Vita 34;
  4. The tests upon receipt of the umbilical cord blood and tissue

pursuant to sec. 2 para. (1) clause 5 show that the preparation and storage are impossible or not justifiable pursuant to sec. 2 para. (2).

5. The reasons of termination as stated in clauses 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. The amount of the contract fee for the storage in that case corresponds to the contract fee for the storage of umbilical cord blood minus the down payment made and possibly plus the annual fee as specified for the selected type of contract (**appendix 1**).

- (6) If the contract is terminated pursuant to para. (5) clauses 1 to 4, Vita 34 shall receive only the down payment at the amount as specified for the selected type of contract (**appendix 1**). This shall not apply to the case according to para. (5), clause 5 (storage of umbilical cord blood and tissue), for which the stipulations specified therein shall apply.
- (7) If umbilical cord blood and tissue are stored, it is possible to terminate the storage of the umbilical cord blood or of the umbilical cord tissue. The amount of the annual fee for the respectively remaining storage shall then correspond to the annual fee for the storage of umbilical cord blood. The contract fee or already paid annual fees for umbilical cord blood and tissue will not be refunded retroactively.
- (8) If a contract that includes the preventive screening test option pursuant to sec. 3 para. (5) clause 3 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. This shall apply also to multiple births
- (9) If the contract is terminated pursuant to sec. (2), (3), (5), clauses 1, 2, 4, and 5 and/or sec. (7), **the legal representatives shall agree that Vita 34 destroys the stored umbilical cord blood and/or tissue**, unless the right-holder disposes otherwise of the umbilical cord blood and/or tissue within eight weeks after the contract has ended pursuant to sec. 48 AMG. If the contract ends pursuant to para. (5) clause 3, the stored umbilical cord blood and/or tissue will be destroyed immediately as stipulated in sec 1 para. (4).
- (10) Apart from the above stipulations, the contract shall terminate and thus the obligation to pay the annual 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, para. (7) clause 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), as well as submit the required documents. The information and documents will be treated as strictly confidential and not be abused.
- (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 sec. 1.
- (3) On their own behalf and in the name of the child, the legal representatives shall waive any claims against the maternity institution 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. This 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 institution 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 institution 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.

#### **§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.

#### **§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) The assignment of this contract or obligations or rights resulting from this contract by Vita 34 to a third party shall require the consent of the right-holder.
- (3) Modifications and amendments of this contract shall be made in writing to be effective. This also applies to the cancellation or modification of this written form requirement.
- (4) If a provision of this contract is or becomes invalid or infeasible, this 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 contractual gaps.
- (5) The laws of Germany shall apply.
- (6) In case of doubt, the German version of the present General Terms and Conditions shall have priority.

## INFORMATION ON WITHDRAWAL

### 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.**

**Hartaeckerstrasse 28, AT-1190 Vienna**

**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., Hartaekers- trasse 28, AT-1190 Vienna**. 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 withdraw\*

\_\_\_\_\_

Signature\*

\_\_\_\_\_

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

The logo for VITA34, featuring the word "VITA34" in a bold, sans-serif font. The letter "i" is lowercase and has a red dot above it. The background of the entire page is a light blue-grey color with large, overlapping, semi-circular shapes in yellow, teal, and maroon.

# PRODUCTS, SERVICES AND PRICES

Find the best and most suitable offer for your needs.



|  | VitaPure                         | VitaPlus                | VitaPlus25             | VitaPlus50             | VitaPureCord                     | VitaPlusCord            | VitaPlusCord25         | VitaPlusCord50         |
|--|----------------------------------|-------------------------|------------------------|------------------------|----------------------------------|-------------------------|------------------------|------------------------|
| <b>STORAGE OF</b>  |                                  |                         |                        |                        |                                  |                         |                        |                        |
| Whole-blood preparation of cord blood  | ✓                                | ✓                       | ✓                      | ✓                      | ✓                                | ✓                       | ✓                      | ✓                      |
| Cord tissue  | -                                | -                       | -                      | -                      | ✓                                | ✓                       | ✓                      | ✓                      |
| <b>METHODS OF PAYMENT</b>  |                                  |                         |                        |                        |                                  |                         |                        |                        |
| One-time contract fee after the birth (VAT included)<br>(195 € thereof to pay as down-payment per child when contract is concluded)    | 990 €                            | 1,990 €                 | 2,695 €                | 3,695 €                | 1,490 €                          | 2,490 €                 | 3,495 €                | 4,995 €                |
| Payment in advance of annual fee   | -                                | -                       | for 25 years           | for 50 years           | -                                | -                       | for 25 years           | for 50 years           |
| Annual fee (VAT included) <sup>1</sup>   | 120 €<br>(as of storage)         | 60 €<br>(as of storage) | 60 €<br>(as of age 25) | 60 €<br>(as of age 50) | 150 €<br>(as of storage)         | 90 €<br>(as of storage) | 90 €<br>(as of age 25) | 90 €<br>(as of age 50) |
| Saving by paying the annual fee in advance <sup>2</sup>  | -                                | -                       | 795 €                  | 1,295 €                | -                                | -                       | 1,245 €                | 1,995 €                |
| Payment method   | Direct debit only                | flexible                | flexible               | flexible               | Direct debit only                | flexible                | flexible               | flexible               |
| Optional financing <sup>3</sup>  | -                                | ✓                       | ✓                      | ✓                      | -                                | ✓                       | ✓                      | ✓                      |
| Minimum 150 € loyalty bonus for another stem cell deposit  | -                                | ✓                       | ✓                      | ✓                      | -                                | ✓                       | ✓                      | ✓                      |
| Special conditions for multiple births <sup>4</sup>  | -                                | ✓                       | ✓                      | ✓                      | -                                | ✓                       | ✓                      | ✓                      |
| <b>TERMS AND PERIODS OF NOTICE</b>   |                                  |                         |                        |                        |                                  |                         |                        |                        |
| Term   | unlimited                        | unlimited               | unlimited              | unlimited              | unlimited                        | unlimited               | unlimited              | unlimited              |
| Cancellation possible  | after 10 years,<br>then annually | annually                | annually               | annually               | after 10 years,<br>then annually | annually                | annually               | annually               |
| <b>PREPARATION AND COLLECTION</b>  |                                  |                         |                        |                        |                                  |                         |                        |                        |
| 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   | ✓                                | ✓                       | ✓                      | ✓                      | ✓                                | ✓                       | ✓                      | ✓                      |
| <b>STORAGE AND CRYO-PRESERVATION</b>   |                                  |                         |                        |                        |                                  |                         |                        |                        |
| Comprehensive range of manufacturing licenses and permits  | ✓                                | ✓                       | ✓                      | ✓                      | ✓                                | ✓                       | ✓                      | ✓                      |
| Preparation 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  | ✓                                | ✓                       | ✓                      | ✓                      | ✓                                | ✓                       | ✓                      | ✓                      |
| Insolvency insurance for 50 years as of storage  | ✓                                | ✓                       | ✓                      | ✓                      | ✓                                | ✓                       | ✓                      | ✓                      |
| <b>RELEASE AND APPLICATION</b>   |                                  |                         |                        |                        |                                  |                         |                        |                        |
| Family allowance<br>financial support within the scope of cancer therapy <sup>5</sup>  | -                                | ✓                       | ✓                      | ✓                      | -                                | ✓                       | ✓                      | ✓                      |
| Professional processing of the <b>cord blood preparation</b><br>includes repeated testing prior to release                             | ✓                                | ✓                       | ✓                      | ✓                      | ✓                                | ✓                       | ✓                      | ✓                      |
| Mobile stem cell team: Transport of <b>cord blood preparation</b> at no charge<br>to the treatment center in Germany and Austria       | ✓                                | ✓                       | ✓                      | ✓                      | ✓                                | ✓                       | ✓                      | ✓                      |
| Transport of <b>cord blood tissue</b> at no charge<br>to the requesting institution in Germany and Austria <sup>6</sup>                | -                                | -                       | -                      | -                      | ✓                                | ✓                       | ✓                      | ✓                      |

<sup>1</sup> The annual fee is subject to price adjustment as specified in § 5 of the General Terms and Conditions (as at 01/2020)

<sup>2</sup> Saving compared to annual method of payment for VitaPlus and VitaPlusCord

<sup>3</sup> Financing is possible subject to acceptance by the partner bank starting at monthly 33 Euros (e.g.: VitaPlus, term of 60 months via the partner bank), for other financing examples, please refer to [www.vita34.de/angebot/finanzierung/](http://www.vita34.de/angebot/finanzierung/)

<sup>4</sup> In case of multiple births: Discount of 50% (plus annual fee) for the 2nd child; in case of triplets, we bear the full contract fee for the 3rd baby, so that you pay only the annual fee.

<sup>5</sup> If the cord blood is applied within the scope of cancer therapy until your child is 20 years old, Vita 34 will grant you a one-time allowance of 7,000 €. You can use this amount irrespective of the treatment costs covered by your health insurance.

<sup>6</sup> 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.



# PREVENTIVE SCREENING TEST

COST  
— PER CHILD —  
**+390 €**

The preventive screening test offered by Vita 34 includes testing your child's DNA for genetic dispositions to five selected risks, which may be of importance to your child's health when growing up and which are not included in the customary preventive medical checkups (e.g., neonatal screening).

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## DRUG-INDUCED HEARING LOSS (ANTIBIOTICS INTOLERANCE)

If the respective genetic disposition is available, the intake of certain antibiotics may cause permanent hearing loss. If the risk is known, doctors may resort specifically to a tolerated antibiotic.

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## AAT DEFICIENCY (DYSFUNCTION OF THE IMMUNE SYSTEM)

If the enzyme alpha-1 antitrypsin (AAT) is not, not properly, or not at all developed, disorders of the immunometabolism are the consequence. When untreated, lungs and liver may be damaged. If the AAT deficiency is recognized early, AAT medication can be administered and thus possible organ damage prevented.

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## HEREDITARY FRUCTOSE INTOLERANCE

Bei der hereditären Fruktose-Intoleranz (HFI), handelt es sich um einen angeborenen Defekt des Fruktosestoffwechsels. Schon geringe Mengen Fruktose können bei den Betroffenen schwere gesundheitliche Komplikationen auslösen. Diese sehr seltene Form der Fruchtzucker-unverträglichkeit erfordert eine lebenslange, spezielle Diät, um gesundheitliche Probleme zu vermeiden.

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## LACTOSE INTOLERANCE (MILK SUGAR INTOLERANCE)

In case of lactose intolerance, the development of the lactase enzyme may reduce, so that milk sugar taken in with food is not absorbed properly and consequently indigestion may occur. If your child is disposed to lactose intolerance, doctors may recommend preventive measures when symptoms appear.

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## GLUTEN INTOLERANCE (CEREAL FLOUR INTOLERANCE)

Gluten intolerance or celiac disease is an autoimmune disorder, with which gluten, like gliadin in wheat, triggers a chronic disease of the small intestine, which often causes indigestion. We know that 95% of the affected persons have a specific genetic disposition. If this is known, your pediatrician may initiate further diagnostic examinations, when symptoms appear and, if necessary, recommend changing to a gluten-free diet.

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!

# DONATION OPTIONS



Vita 34 offers you the possibility of combining your own stem cell deposit with a public donation to others. The available options are **VitaMine&Yours** and **VitaPlusDonation**. Both donating options are at no extra cost for you. Vita 34 bears the additional expenses of making the preparation available for donation.

## VitaMine&Yours

When you choose the donating option VitaMine&Yours, Vita 34 will process and prepare one part of the cord blood for your child and the other part of the cord blood for public (allogeneic) donation.

When the required weight is sufficient upon receipt by the laboratory, the collected cord blood will be divided **into two full stem cell deposits**, processed separately and subjected to the necessary tests.

If the preparation is suited for donation, it is stored as a public donation and the pseudonymized data are entered in a public stem cell registry. Thus, your child and others will benefit from the valuable stem cells.

By concluding the contract, you agree that one part of the blood preparation passes into the property of Vita, if the required weight is reached. If the criteria for VitaMine&Yours are not met, Vita 34 processes and prepares the cord blood completely for the individual preventive healthcare of your child.

## VitaPlusDonation

When you opt for VitaPlusDonation, your child's privately stored cord blood will be provided additionally for **public donation**.

The whole cord blood is stored as property of your child. If the preparation is suited for donation, the pseudonymized data are entered in a public stem cell registry.

If a suitable recipient needs this cord blood, Vita 34 will ask the legal representatives or the child of full age, whether they want to release the cord blood for transplant (donation) or not. If the legal representative or the child of full age decides in favor of donating the cord blood, the entire preparation is provided for transplantation.

In that case, Vita 34 will reimburse the fees paid so far (plus the average base rate for the past storage period).

