

GENERAL TERMS AND CONDITIONS¹

Chapter I:

BASIC PROVISIONS

1. The General Terms and Conditions document (hereinafter: the GTC) contains the general rules of the legal relationship established in the subject of using and providing services aimed at collecting and storing stem cells of the child of the Customer who is about to be born (hereinafter: the Child), from the umbilical cord blood or from the umbilical cord, for own use, established between Humancell Technology Kft. (hereinafter: the Service Provider) and the customer (hereinafter: the Customer).

2. The GTC is part of the individual contract (hereinafter: the Contract) concluded by and between the Service Provider and the Customer (hereinafter together as: the Parties). The contract specifies the special elements of the legal relationship. If the contract and the GTC contain provisions different from one another, then the provisions of the contract are to be applied. Thus the provisions of the GTC are only mandatory if the parties do not provide otherwise in the contract.

3. The Customer is the legal representative of the Child. If the parents have parental supervision rights over the Child, then the Customer is the two parents together. If only one parent acts when concluding the contract, then the acting parent is obliged to certify entitlement to act on behalf of the other parent when the contract gets drafted in a written form at the latest.

4. If several Customers participate in the legal transaction, then the Customers are jointly and severally responsible for the performance of their obligations towards the Service Provider, with the exception of the obligations the performance of which, due to their nature, can only be expected from the mother (hereinafter: the Mother).

5. The contract is concluded between the Customer and the Service Provider:

- a) in writing if the Service Provider and the Customer sign the paper-based contract;
- b) via the internet, if the Service Provider confirms the on-line order of the Customer by e-mail;
- c) with indicative conduct if the Customer uses the sample taking and transportation equipment of the Service Provider.

6. If the Contract is established in the manner specified in Item b) or c) of Item 5 of the GTC, the parties are obliged to include the contract in a paper based form in writing within 30 days.

Chapter II:

THE SERVICE

7. The service includes:

- a) provision of sample taking and transportation equipment for taking umbilical cord blood and/or umbilical cord samples (hereinafter: sample taking) and transporting the umbilical cord blood and/or umbilical cord (hereinafter: the sample) to the processing laboratory for the Customer;
- b) transportation of the sample from the hospital in the area of Hungary to the processing laboratory of the Service Provider;
- c) inspection of the sample to assess whether it complies with the professionally required quantity and quality requirements;
- d) processing the sample;
- e) performance of screening tests from the blood sample of the mother, taken at the time of giving birth;
- f) freezing storage of stem cell containing products produced in the course of processing the sample (hereinafter: the product);
- g) preparation of the product for transportation in the case of a need to use it, establishment of the HLA if necessary, and transportation of it to the institution performing therapeutic use within Europe.

¹ Effective from 1 March 2016

8. For the provision of the services the Service Provider has the necessary personal and material requirements and professional liability insurance, and, having all that, obtained professional authority permits and continuous maintenance of the same.

9. The Service Provider is entitled to utilize contributors.

Chapter III:

OBLIGATIONS OF THE SERVICE PROVIDER

10. The Service Provider agrees to provide for the Customer the sample taking and transportation equipment for taking samples.

11. The Service Provider agrees to give the information necessary for taking samples to the obstetrician-gynecologist doctor requested by the Customer to conduct the delivery in the hospital in the area of Hungary.

12. The Service Provider agrees to receive the report about taking samples through a 24 hour telephone customer service.

13. The Service Provider agrees to transport the sample to the processing laboratory from the hospital in the area of Hungary within 48 hours following taking the sample in the case of taking sample from the umbilical cord blood and within 72 hours from taking the sample in the case of taking sample from the umbilical cord and starts processing it.

14. The Service Provider agrees to inspect the sample to assess whether it complies with the professionally required quantity and quality requirements. Annex 3 of the GTC contains the detailed specification of circumstances excluding the processing of the sample and storage of the product.

15. Processing the sample and freezing storage of the product cannot be performed and the later therapeutic use of the product is excluded if the Child is born with genetic abnormalities.

16. If due to quality fault or due to the genetic abnormality of the Child the sample cannot be processed or the product cannot be stored then the Service Provider destroys the sample/product.

17. If due to a quality or quantity fault the later therapeutic use of the product cannot be guaranteed then the Service Provider acts according to the provisions of the Customer.

18. The Service Provider agrees to inform the Customer about the results of the quantity and quality inspection of the sample in writing.

19. The Service Provider agrees to process the sample in the manner specified in detail in Annex 1 of the GTC if the sample complies with the requirements of the medical profession concerning quality and quantity and based on the provisions of the Customer in this regard in the case of quantity fault and/or bacterial contamination.

20. The Service Provider agrees to store the product frozen under -180 °C according to the detailed specifications specified in Annex 1 of the GTC in an identifiable manner. The Service Provider informs the Customer about the successful storage of the product in writing and issues a certificate about successful storage for the Customer.

Chapter IV:

OBLIGATIONS OF THE CUSTOMER

21. The Customer agrees to provide their personal data and the necessary medical data of the Mother for the Service Provider in accordance with the facts. The Service Provider does not accept responsibility for consequences due to providing unreal data.

22. The Customer agrees that if any changes occur in the registered data the Customer reports such changes to the Service Provider immediately but within 8 work days from the occurrence of the change. The Service Provider does not accept responsibility for consequences due to failing to report changes.

23. The Customer agrees to report to the Service Provider the name of the Child within 30 days from registering the birth of the Child and the TAJ number of the Child within 30 days from issuing the social security identification number.

24. The Customer agrees to ensure that the Mother undergoes screening tests to check HIV, Hepatitis B, Hepatitis C, Syphilis and CMV infection and consents to take blood samples necessary for the screening tests at the time of giving birth.

25. The Customer acknowledges that for the performance of the Service the Service Provider can request the performance of additional or new blood tests from the Mother at the reasonable medical professional recommendation of the doctor of the stem cell bank. Expenses of such additional or monitoring blood tests are to be borne by the Customer.

26. The Customer agrees to inform the Service Provider about all the earlier and existing infectious diseases of the Mother that can be transmitted with blood. The Customer also agrees to hand over the personal data and significant testing results of the Maternity care booklet kept during her maternity care to the Service Provider for copying, or sends the photocopy of the same to the Service Provider by mail, fax or by e-mail.

27. The Customer agrees to fill in the mother's medical history data form (anamnesis) according to the facts and provides the data form for the Service Provider.

28. The Customer agrees to ask the obstetrician-gynecologist conducting the delivery to take the umbilical cord blood and/or umbilical cord sample and the blood sample necessary for conducting the screening tests.

29. The Customer agrees to hand over the sample taking and transportation equipment to the obstetrician-gynecologist doctor taking the samples in undamaged, unopened and complete condition directly before delivering the child at the latest.

30. The Customer agrees to notify the Service Provider about taking the sample within 2 hours after taking the sample through the 24 hour telephone customer service with the telephone number 06 (70) 941 0529. The Service Provider does not accept responsibility for consequences originating from failing to notify the Service Provider or delaying to do so.

Chapter V:

THE SERVICE FEE

31. Annex 2 of the GTC contains the service fee and the payment schemes. The Parties record the payment scheme selected by the Customer in the contract. With the modification of the contract it is possible to shift to another payment scheme during the term of the contract.

32. The Customer agrees to pay the service fee to the Service Provider according to the selected fee payment scheme.

33. If a sponsor accepts the obligation to pay the service fee in the contract (hereinafter: Sponsor), then the Customer and the Sponsor have joint and several responsibility for the performance of the payment obligations towards the Service Provider.

34. Fee payment can be done in cash or by payment to a bank account or by bank transfer. In the case of bank transfer the payment can be considered performed when the transferred amount is credited on the bank account of the Service Provider.

35. In the course of payment to bank account or bank transfer as a note the Customer is obliged to provide the data necessary for their identification (for example the name of the Mother and/or the contract number, etc.). In lieu of data making identification possible proving that the Customer performed the payment is the burden of the Customer.

36. If the Customer falls into delay with the fee payment then the full, still effective debt becomes due and the Service Provider can claim the payment of default interest equal to double the established central bank base rate for the duration of the delay.

Chapter VI:

MODIFICATION OF THE CONTRACT

37. If it is absolutely necessary in order to perform the Service and so it could be performed (for example in the case of change in legal regulations) the Service Provider is entitled to unilaterally modify the already concluded contract.

38. The unilateral modification of the contract cannot create more burdens for the Customer.

39. The Service Provider is obliged to notify the Customer in writing about the unilateral modification of the contract within 8 days following the modification. The modification is effective from the day of the notification.

40. The parties can modify the contract with mutual agreement at any time, in writing. In this case the modification is effective when all the parties have signed it.

Chapter VII:

TERMINATION OF THE CONTRACT

Cases of terminating the contract

41. The contract is terminated:

- a) if the contract established with indicative conduct or online is not included in writing by the parties by the deadline;
- b) if the parties terminate it with mutual agreement;
- c) if the party entitled to do so terminates it with ordinary or extraordinary termination;
- d) if the specified term expires and the parties do not agree on extending it;
- e) if it becomes impossible and the service cannot be performed due to a reason that occurred after the conclusion of the contract;
- f) if the Service Provider is wound up without a legal successor.

42. The death of the Customer does not terminate the contract.

Expiration of the specified term

43. The contract is terminated when the specified term expires if the parties do not agree on extending it. The contract is terminated in the last hour of the last day of the specified term.

44. The Service Provider agrees to repeatedly notify the Customer or the person entitled to act about the termination of the contract and the option to extend it and to call attention to provide for the product at least 3 months before the expiration of the specified term.

45. If, despite being notified by the Service Provider, the Customer or the person entitled to act does not provide for the further future of the product until the expiration of the specified term, then the Service Provider might destroy the product when the contract is terminated or might use it for donation.

Termination

46. Any of the parties is entitled to terminate the contract even with immediate effect if the other party does not perform their respective obligations accepted in the contract, even despite a written notice. In the case of several Customers the breach of contract on the part of any of the Customers gives ground to a termination. The termination does not need to be preceded by a written notice if the breach of contract cannot be remedied.

47. The Customer can also terminate the contract:

- a) if the Customer requests the placement of the sample in another stem cell bank;
- b) if the Customer requests the destruction of the sample;
- c) if the Customer wishes to use the sample for therapeutic purposes.

48. The Customer can request the placement of the product in another stem cell bank at any time in writing during the term of the contract. In the case of a request for transfer the Service Provider is obliged to prepare the product for transportation. In the case of a service fee debt the Service Provider can refuse to release the product until the fee is paid.

49. During the term of the contract the Customer can request the destruction of the product at any time in writing. The Service Provider is obliged to destroy the product within 30 days following the reception of the request to destroy, considering the established legal regulations at its own expense. The Service Provider informs the Customer in writing about the act of destruction. In the case of a service fee debt the Service Provider can refuse to destroy the product until the fee is paid.

50. If the Customer wishes to use the product for therapeutic purposes the Customer can request releasing the product from the Service Provider at any time in writing. The medical opinion giving grounds for the need for therapeutic use must be attached to the sample request. If the conditions of using the sample for therapeutic use specified in the contract and by legal regulations are met, then the Service Provider is obliged to prepare the product for transportation.

51. In the case of a request for transferring or using the product the Service Provider can only release the product if it gets to a medical institution entitled to further storage or use.

Becoming impossible

52. The contract is terminated due to becoming impossible to perform if:

- a) if the sample is not taken due to a cause not attributable to the Customer;
- b) if the sample is destroyed due to a quantity or quality fault;
- c) if the sample is destroyed due to a genetic abnormality of the Child.

The winding up of the Service Provider without a legal successor

53. In the case if the Service Provider is wound up during the term of the contract without a legal successor, the Service Provider agrees to professionally transfer the product at its own expense to another stem cell bank.

Chapter VIII:

SETTLEMENT IN THE CASE OF THE TERMINATION OF THE CONTRACT

54. If the contract established in the manner specified in Item b) or c) of Item 5 of the GTC is terminated due to not being included in written form due to a reason not attributable to the Service Provider, then the Service Provider is entitled to compensation equal to the full amount of the service fee.

55. If the contract is terminated as the consequence of an extraordinary termination based on the breach of contract on the part of the Customer, the Service Provider is entitled to the full amount of the fee.

56. If the contract is terminated due to becoming impossible to perform because the sample is not taken and the Customer gives back the sample taking and transportation equipment in undamaged, unopened and complete condition or if the sample is not taken exactly because of the production fault of the sample taking and transportation equipment then the Service Provider gives the full amount of the already paid fee back to the Customer.

57. If the contract is terminated due to becoming impossible to perform because the sample is not taken but the sample taking and transportation equipment is not done or it is not possible to give it back in undamaged, unopened and complete condition or if the sample is destroyed before processing due to a quantity fault or if the sample or the product is not appropriate for freezing storage and later use and so is later destroyed due to a quality fault – the infection of the mother's blood with HIV, Hepatitis B, Hepatitis C, Syphilis or CMV or the bacterial infection of the sample – or the genetic abnormality of the Child then the Service Provider charges 65 000 HUF to partly cover its incurred costs and pays the remaining part of the already paid fee back to the Customer.

58. In the case if the contract is terminated if the Customer wishes to use the product for a therapeutic use and so terminates the contract, the Service Provider agrees to pay the costs of the actual freezing storage of the product for the period from the use until the end of the specified term, calculated on actual prices back to the Customer.

59. If the Service Provider has a payment obligation towards the Customer in the case of terminating the contract, the Service Provider is obliged to perform such payment obligations within 30 days from the termination of the contract.

60. If the Customer selected a scheme for paying in instalments and the total fee did not become due until the termination of the contract, then the termination of the contract makes all the amount of the yet unpaid fee due.

Chapter IX:

RIGHT OF DISPOSAL

61. The right of disposal over the sample and the product belongs to the Child during the term of the contract.

62. During the incapacity, limited capability of the Child the legal representative exercises the right of disposal in accordance with the relevant provisions of the Civil Code.

63. Exercising the right of disposal can only be done in compliance with the relevant provisions of the established legal regulations. The Service Provider can refuse performing the provision if, in its discretion the performance of the provision would violate legal regulations.

64. After the termination of the contract – if it is terminated due to a termination on the part of the Customer, not because of a claim to destroy the product, transfer it to another stem cell bank or for therapeutic use – the Service Provider is free to dispose of the product, can destroy it, or can use it for donation or scientific purposes.

Chapter X:

RESPONSIBILITY

65. The Service Provider excludes responsibility for possible production faults of the sample taking and transportation equipment.

66. The Customer acknowledges that samples can only be taken while at the same time assessing the condition of the Child and the Mother and primarily performing the delivery conducting tasks. In the case of possibly occurring unexpected circumstances in the course of delivery the obstetrician-gynecologist doctor decides about taking the sample, so it might happen that the sample is not taken.

67. The obstetrician-gynecologist doctor, midwife cooperating in taking the sample and the hospital and the Service Provider cannot be held responsible for failing to take the sample or for the inadequate amount of the sample if the circumstances at the time of giving birth did not make it possible to appropriately take the sample.

68. The Customer acknowledges that the Service Provider is not responsible for the damage and/or destruction of the sample or product if it is caused by any natural disaster.

Chapter XI:

DATA PROCESSING

69. The Customer consents to the Service Provider managing, processing and storing the personal data of the Customer, and the personal and medical data of the Mother and the Child in accordance with the established Hungarian legal regulations.

70. In accordance with the provisions of Act 112/2011 on the right to information self-determination and the freedom of information and of Act 47/1997 on the management of medical and related personal data the Service Provider manages the personal and medical data of the Mother and the Child in a confidential manner.

Chapter XII:

CONFIDENTIALITY

71. The parties mutually agree that they shall treat the confidential information they obtained about each other and the activities of each other in the course of performing the service as private and business secret both during the term of the contract and after its termination, they shall not disclose the same to third parties and shall do everything they can to avoid the reception of such information by unauthorized third parties, except if disclosure of the information is absolutely necessary for the performance of the obligation accepted in the contract or if disclosure of the information is an obligation provided for in legal regulations or if the other party consents to disclosing the information or if disclosure of the information is indispensable for enforcing claims towards each other.

Chapter XIII:

GOVERNING RIGHT

72. The Hungarian laws are to be applied to the legal relationship between the parties. For all matters not provided for in the GTC or in the contract the provisions of the Civil Code are to be applied with the addendum that the legal relationship between the parties is a mixed content one, it contains entrepreneurship and escrow elements as well.

73. The language of the GTC and of the contract is Hungarian. If the GTC and/or the contract gets translated to a foreign language for some reason, in the case of disputes between the parties as of to the content of said documents the content of the document written in Hungarian language and signed by both parties takes precedence.

74. The parties agree that in the case of any legal disputes arising between them originating from the contract they attempt to settle the dispute by negotiation. If such attempts of the parties remain unsuccessful, they submit themselves to the jurisdiction of the Budapest 2nd and 3rd District Court.

Chapter XIV:

STATEMENTS AND NOTIFICATIONS

75. After the conclusion of the contract the parties stipulate the written form as a condition of the validity of their respective statements. Fax and e-mail messages also qualify as written form if delivery of the same to the other party can be verified.

76. In the case of several Customers if the statements of the Customers are different from each other, that statement should take precedence which the Service Provider considers as such.

77. The mail delivery address of the Customer is their residential or mail address specified in the contract. The mail delivery address of the Service Provider is its established registered office. The Customer is entitled to change their mail delivery address; however, the change only becomes effective after informing the Service Provider about it.

78. All mail deliveries must be considered delivered that the addressee – any of the Customers in the case of several Customers – received in a certifiable manner. Mail deliveries that the addressee did not receive for any reason (“not wanted” or “address unknown-2 or “inadequate address”, etc.) until the fifth day following sending it by mail the second time shall be considered delivered at said date.

The following attachments are inseparable parts of the GTC:

Annex 1: Information about collecting umbilical cord blood and/or umbilical cord stem cells

Annex 2: The service fee and methods for paying the fee

Annex 3: Circumstances limiting or excluding processing the sample and storing the product