# servic **ICes**



## Stem cell storage with eticur



Annual

subscription

**195 €** a year

+ 1.495 € starting fee

#### Payment in advance for 18 years

– 350 € discount – for registered customers

> 3.495 € Twins: 5.245 € Triplets: 6.995 €

195 € a year per child from the age of 18

- SEPA direct debit mandate or bank transfer

#### The small print

+ Cord tissue

**Monthly** 

subscription

27,95 € a month

no starting fee

— Our prices are gross prices including the statutory value added tax and we reserve the right to adjust them to the respectively applicable value added tax. — Our costs may also rise in the future. We therefore reserve the right to adjust the annual fee to the consumer price index for Germany published by the Federal Statistical Office. — The first invoice will be issued after storage confirmation. — If unfortunately there is no collection, you will not be required to pay any fees if you return the unused eti.box to us. Otherwise, we will charge 95 € as compensation for lost value. — All contracts have a minimum term of two years. After that, you may simply cancel by e-mail without giving any reason subject to one month's notice to take effect at the following birthday of the child. ----

sticur order set — Valid as of 01/2024 — Annex

eticur GmbH — Landsberger Straße 406 — D-81241 München T +49.89.125981-0 — F +49.89.125981-19 — info@eticur.de — www.eticur.de

— SEPA direct debit mandate required —

cannot be combined with discounts —





## Order regarding the collection and private storage of cord blood and cord tissue

Contact details of the custodian of the unborn child — in block letters!

Name, first name of the mother		Name, first name of the father (if authorized to represent)			
Street, house no.		Street, house no.			
Postal code, place of residence		Postal code, place of residence			
E-mail address		E-mail address			
Mobile phone		Mobile phone			
Calculated date of birth or date of C-section	on	Number of children (in case of twins/multiples)			
Prospective birth clinic, location (select on	www.eticur.de/klinik)	Gynecologist in attendance, location			
<ul> <li>Monthly subscription</li> <li>19,95 € a month</li> <li>from the 1st month</li> <li>— no starting fee —</li> <li>— Please fill in SEPA of</li> </ul>	Cord b Cord b Annual subscription 145 € a year from the age of 1 - 995 € starting fee — direct debit mandate —	Dood         □ Payment in advance for 18 years         2.495 € — Twins 3.745 € — Triplets 4.995 €         + 145 € a year per child from the age of 18         □ I am a registered customer (250 € discount)         □ Bank transfer or □ SEPA direct debit mandate (please fill in			
	Cord blood +	Card ticque			
		Cord tissue			
Monthly subscription 27,95 € a month from the 1st month	Cord Diood + Annual subscription 195 € a year from the age of 1	<ul> <li>Cord tissue</li> <li>Payment in advance for 18 years</li> <li>3.495 € — Twins 5.245 € — Triplets 6.995 €</li> <li>+ 195 € a year per child from the age of 18</li> </ul>			
<b>27,95 €</b> a month	Annual subscription 195 € a year	<ul> <li>Payment in advance for 18 years</li> <li>3.495 € — Twins 5.245 € — Triplets 6.995 €</li> </ul>			

I/We have taken note of the general terms and conditions, the cancellation policy and the data protection policy and accept them as part of the contract. By my/our signature, I/we agree to be contacted by eticur by mail, telephone and e-mail.

If you wish to have the collection box shipped within the withdrawal period of 14 days, please give your consent to the following declaration: I/we expressly request and at the same time agree that you commence with the service as specified in the order before the expiry of the withdrawal period. I/we know that my/our right of withdrawal expires upon complete fulfillment of the contract.

Signature of mother-to-be and father-to-be (if authorized to represent)

Place, date

eti.



**eticur GmbH** Landsberger Straße 406 D-81241 München

# SEPA direct debit mandate

#### Creditor ID: DE9682100000561229

The mandate reference number corresponds to the invoice number and will be communicated separately.

I/we herewith authorize eticur GmbH to collect payments from my account by direct debiting. Furthermore, I/we instruct my/our credit institution to pay the direct debit drawn on my account by eticur GmbH. Note: I/we may request reimbursement of the debited amount within eight weeks, beginning with the debit date. The conditions agreed upon with my/our credit institution shall apply.

#### Details of account holder — in block letters!

Account holder					
Street, house no.			Postal code, place of res	idence	
redit institution					
AN				BIC (Swift Code)	
Country code and two-digit check digit	Bank code (8-digit)	right-aligned acc (blanks to the bank code	count number are filled with zeros)	4-digit bank code	Country Identifier Branch code place coding
lace, date		Signature			





# Our services

Our services at a glance – for your stem cell storage with eticur

#### COUNSELING, COLLECTION AND TRANSPORT

- Expert advice from the eticur team
- Assessment of the medical history form and perliminary determination of donor suitability
- Temperature-monitored eti.box
- Collection of cord blood and cord tissue by trained personnel at partner clinic
- **V** Transport of filled eti.box by specialized carrier to the stem cell bank

#### PROCESSING AND STORAGE

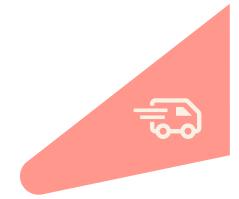
- ✓ Processing of cord blood and cord tissue at partner laboratory in Germany
- V Storage in cryo-bag including retain samples in stainless steel cryo-tanks
- Computer-controlled freezing process and grid-independent storage

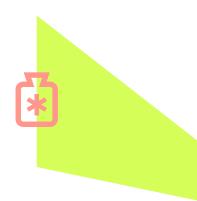
#### TESTING AT OUR LAB

- Personal certificate of storage
- V Determination of blood volume and number of the contained nucleated cells
- V Blood typing of the child
- Serological tests for infectious diseases of the mother (HIV, HCV, HBc, HBs ag, HTLV, Treponema pallidum)
- $\checkmark$  Sterility testing of the stem cell preparation with aerobic and anaerobic culture

#### **OTHER SERVICES**

In case of application:
 Organization of professional transport to the medical facility









**EVERYTHING** 

TAKEN CARE OF?

# Roadmap

With us into a healthier future – your stem cell storage with eticur

DURING PREGNANCY	WHO DOES IT?
Select one of the partner maternity clinics: www.eticur.de/klinik	- PARENTS
Place your order: www.eticur.de/auftrag	- PARENTS
eticur sends you the order confirmation	- eticur
Delivery of the medical documents — you received them by e-mail following your order	- PARENTS
eticur sends you the eti.box about 8 weeks before the expected date of delivery	— eticur
<b>Take the eti.box out of the transport box</b> — The box itself may be opened <b>only by the medical staff at the clinic</b>	— PARENTS

#### AT BIRTH AT THE CLINIC

Before delivery, hand the eti.box and the original declaration of	- PARENTS
exemption over to the delivery room team	
Blood is taken from the mother for testing the infection parameters	
After the umbilical cord was cut, the cord blood and, if applicable,	
cord tissue is collected by the doctor or midwife	
The clinic staff orders the pickup of the filled eti.box	

#### AFTER COLLECTION

eti cur

The courier brings the filled box to our laboratory	— eticur
Processing, quality control and cryopreservation take place at the laboratory	- LABORATORY
The successful processing and cryopreservation will be	— eticur
communicated to you by eticur by means of a storage confirmation	
and you will receive your final invoice - ou will also receive	
necessary medical documents to fill in	
Fill in the documents and send them back to eticur	- PARENTS
eticur will send you a certificate including the overview of findings after the tests and the quality tests have been completed	-eticur





# **Check list**

# for the order regarding the storage of umbilical cord blood and tissue

## ORDER DOCUMENTS

#### Dear parents-to-be,

Thank you for choosing eticur and for entrusting eticur with the safe storage of stem cells from umbilical cord blood cord tissue. Please fill in the forms on the following pages completely and send them back to us within 14 days by mail to vertrag@eticur.de.

#### Please note

The **eti.box** will only be shipped after the medical documents have been returned. The medical history is part of the documents of the stem cell deposit. If your delivery date is earlier, we will try to send you the **eti.box** as soon as possible. In that case, please call us directly **free of charge at 0800.0.384287** 

#### RETURN THE MEDICAL DOCUMENTS BEFORE THE BIRTH

- Please return them by e-mail to vertrag@eticur.de within 14 days!
  - Medical history form completed and signed by the mother-to-be
    Educational letter and declaration of consent signed by the mother-to-be
    Consent to GTC and privacy policy signed by all custodians
    SEPA direct debit mandate if chosen in the order signed by account holder
    Copy of maternity card pages 1–8 or if used repeatedly pages 17–24

EVERYTHING TAKEN CARE OF?

#### TAKE WITH YOU TO THE CLINIC FOR BIRTH

Collection box — hand the sealed **eti.box** over to the medical staff
Declaration of exemption — original declaration signed by all custodians

If you have any questions, we will be pleased to answer them. **Call us free of charge at 0800.0.384287**. We wish you a happy pregnancy and all the best for the birth!

Your Customer 오 Service Team

eti



eticur GmbH

Fachberatung

Landsberger Straße 406 D-81241 München



# Medical history form

fregarding the collection of cord blood and cord tissue

Fill in personally — confidential information

**Important note:** Please answer the following questions about your medical history at the earliest from the 29th week of pregnancy. The guidelines for the collection of stem cells from umbilical cord blood/tissue require a thorough medical history to be taken and signed by you as the expectant mother. The medical history is part of the documents of the stem cell deposit. If you have any questions, please contact our expert advisors free of charge at **0800.0.384287**. Thank you for your help.

#### 1. Personal details of the mother-to-be — in block letters!

Name (if applicable, name at birth)	First name
Street, house no.	Postal code, place of residence
Date of birth	Mobile phone (available during the day)
Calculated date of birth	I am expecting twins

#### 2. General anamnesis of the mother-to-be

1.	Have you been feeling well o If 'No', why?	during the pregnancy and do you no		No	🗌 Yes
2.	P. Do you take in general or did you take during the pregnancy any medication due to sickness or other problems? If 'Yes', when, which ones and for how long?			O No	🗌 Yes
3.	(e.g., fertility treatment) that	due to a serious illness (e.g., epilepsy, were present before the pregnancy? nd for how long?	autoimmune diseases) or other problems	O No	O Yes
4.	Have any of the following pr Fever Jaundice Swollen lymph nodes Heart troubles Respiratory illness Gestosis Loss of weight	oblems occurred during your pregna Cough Seizures/fainting Coagulation problems Gastrointestinal diseases HELLP syndrome Night sweat Skin diseases	<ul> <li>ancy?</li> <li>Circulatory disorders</li> <li>Diabetes treated with insulin</li> <li>Kidney/bladder infection</li> <li>Unusual bleeding/thrombosis</li> <li>Others:</li> </ul>	No	Yes
	If 'Yes', when? Date: Are you being treated or wh				



5.	Has any infection occurred during your pregnancy?	🗌 No	🗌 Yes
	Toxoplasmosis       Hepatitis B       Gonorrhea       Salmonella typhi/paratyph         Hepatitis A       Mycosis       Tuberculosis       German measles         Borreliosis       Q fever       Fifth disease       Syphilis         Osteomyelitis       West Nile fever       HIV infection       Malaria         Dengue fever       Cytomegaly       Listeriosis       Others:         Chlamydia trachomatis       Hepatitis C       Zika virus infection	- -	
	Are you being treated or when did you get cured?		
6.	Have you been diagnosed with or do you know about any of the following infections (diseases)?         HIV infection       Tularemia       Babesiosis       Dengue fever         Osteomyelitis       Lymphopathia venerea       Melioidosis       Typhus fever and other rickettsiosis         Recurrent fever       Trypanosomiasis (Chagas       Zika virus infection       Paratyphoid/salmonella permanent excretor         Syphilis       or sleeping sickness)       Tuberculosis       Paratyphoid/salmonella permanent excretor         West Nile fever       Infectious hepatitis       Toxoplasmosis       Others:         Epstein-Barr virus (EBV)       of unclear etiology       Leprosy         HTLV I/II infection       Hepatitis C       Malaria         Brucellosis       Rickettsiosis       Soft chancre         If 'Yes', when? Date:	- -	C Yes
7.	Are you suffering <b>at present</b> or were you suffering in the <b>last 4 weeks</b> from febrile diseases and/or diarrhea of unclear causes? Which disease occurred?	- -	O Yes
8.	Did you receive <b>anti-D prophylaxis</b> (so-called Rhesus prophylaxis) during pregnancy? <b>If 'Yes'</b> , were you given Rhesogam, Rhophylac200, Rhophylac300, Partobulin SDF, or Rhesonativ? Which preparation did you get?	No No	O Yes
9.	Did you have any surgery or major dental treatment in the <b>last 4 months</b> ?  If 'Yes', what kind of?	No	O Yes
10.	Was any endoscopy/biopsy/catheter application, except disposable catheters, performed within the last 4 months?         If 'Yes', what kind of?	No	O Yes
11.	Did you get a rabies vaccination or receive a serum (e.g., against snakebites) or cells (e.g., live-cell therapy) or tissue of animal origin within the <b>last 12 months</b> ? If 'Yes', why, which preparation? When? Date: When? Date:	🗋 No	O Yes
12.	Did you receive a live vaccine in the last 4 weeks (e.g., yellow fever, typhus, German measles, measles, mumps, cholera)?         If 'Yes', why, which preparation?	No	O Yes
13.	Have you received vaccination against <b>hepatitis B</b> within the <b>last week</b> ? <b>If 'Yes'</b> , when? Date:	🗌 No	🗌 Yes
14.	Did you suffer from tuberculosis within the last 2 years? <b>If 'Yes'</b> , when? Date: Have you been cured? When? Date: Is the curing medically documented?	No No No	<ul><li>Yes</li><li>Yes</li><li>Yes</li></ul>
15.1	Were you acupunctured in the <b>last 4 months</b> ? <b>If 'Yes'</b> , when? Date:	No No	O Yes
15.2	<ul> <li>Have you undergone measures that injured the skin in the last 4 months, e.g., piercing, tattoos, ear piercing or cosmetic treatment (e.g., Botox injections, permanent makeup)?</li> <li>If 'Yes', which one? When? Date:</li> <li>Did you have unusual troubles? Which ones?</li> </ul>		
16.	Did you come into contact with another person's blood in the <b>last 4 months</b> , e.g., through the mucous membrane (including the eyes) or by injuring yourself with an instrument (e.g., injection needle) contaminated with blood?  If 'Yes', how? When? Date: How did you come into contact with another person's blood?	No	O Yes
17.	Did you receive a transplant of human origin, blood components or plasma derivative (autologous or allogeneic donation), except human albumin, in the <b>last 4 months</b> ?	No	O Yes
	If 'Yes', what did you receive?         When? Date:	-	

± / • £	or another TSE? If yes, who?		
	Did you or one of your blood relations suffer from a Creutzfeldt-Jakob disease or a variant of the disease or a variant of the disease	No	Ves
	If 'Yes', what kind of?       When? Date:         Why?		Yes
	Did you take medication or drugs in an incorrect manner during your pregnancy?         If 'Yes', how?       When was the last time? Date:         Did you ever receive xenografts (e.g., organs, parts of organs, or tissue of animal origin?	○ No	Ves
	Are you or were you addicted to alcohol, medication or drugs? Do/did you abuse medications or drugs?          If 'Yes', what kind of?       When? Date:	□ No	Yes
	have occurred already?  If 'Yes', where? When? Date:		
	Did you stay in another area defined as endemic area by the WHO in the <b>last 4 weeks</b> , from which transmissions		Ves
	(South and Central America, Caribbean, Florida, Cape Verde Islands, Senegal, Guinea-Bissau, Cameroon, Gabon, the Maldives, South-east Asia, Oceania, Pacific islands)?  If 'Yes', where? When? Date: Did you stay in an area, where SARS infection is widespread in the last 4 weeks?		Yes
25.	If 'Yes', where?       When? Date:         Did you stay, even for a short time, in an area where Zika virus infections is widespread in the last 4 weeks,	🗌 No	O Yes
24.	Did you stay in an area where Chikungunya fever is widespread (South Asia, South-east Asia, China, Saudi-Arabia, Yemen, Africa, Mauritius, La Réunion, Caribbean, France, Italy, USA, Central and South America, Pacific islands) and did you return from there <b>within the last 2 weeks</b> ?	🗌 No	O Yes
23.	Did you stay, even for a short time, in North or South America, Mexico, Southern Europe, Russia or Mediterranean countries in the <b>last 4 weeks</b> (risk of infection with West Nile virus)? If 'Yes', wo (Land/Region):	No	Yes
	Can you prove that the infection has been cured? If 'Yes', when? Date:	O No	O Yes
21.	with e.g., jaundice, hepatitis A, hepatitis B, or hepatitis C?  If 'Yes', who was diagnosed with what type?  When? Date: Were you ever diagnosed with hepatitis B infection (HBV)?	No	Ves
21.	South America, Caribbean?  If 'Yes': Was your last stay more than 4 months ago?  Where and how long? When? Date:  Have you been living together with a person in one household in the last 4 months, who was diagnosed	No	Yes
20.	Did you stay <b>permanently for more than 6 months</b> in an area, where HBV, HCV, HIV or HTLV I/II infections (human T-cell leukemia virus) are comparatively widespread (e.g., Africa south of the Sahara, South-east Asia,	🗌 No	O Yes
19.3	<b>Do you belong</b> to a group* <b>with an increased infection risk for HBV, HCV and/or HIV</b> ? * The following persons belong to this group: drug addicts, men who have sexual intercourse with men (MSM); heterosexual persons with sexual risk behavior, e.g., sex with frequently changing partners, male and female prostitutes, prisoners, persons that were released from prison in the last 4 months, immigrants from countries with high rates of infection with these viruses	🗋 No	O Yes
19.2	Were you diagnosed with hepatitis B, hepatitis C, or HIV infection, regardless of whether symptoms have occurred?	🗌 No	🗌 Yes
19.1	Did you have intimate contact with persons who belong to or have to be assigned to a group* with an increased infection risk for HBV, HCV and/or HIV within the last 4 months?	🗋 No	🗌 Yes
18.4	Did you <b>ever</b> suffer from malaria? <b>If 'Yes'</b> , when? Date: Are you cured? Is the curing medically documented? (If possible, please enclose proof of being cured!)	🗋 No	O Yes
18.3	Did you go to a malaria endemic region in the <b>last 6 months</b> ?  If 'Yes', wo (Land/Region): When? Date from: to: to:	🗌 No	O Yes
18.2	Did you stay permanently for more than 6 months in an area where malaria is widespread?         If 'Yes', where (country/region):         When? Date from:	🗌 No	O Yes
18.1	Were you <b>born</b> or did you <b>grow up</b> in a malaria endemic region? If 'Yes', where (country/region):	🗋 No	🗌 Yes

30.	Were you ever or are you suffering from rheumatic fever? If 'Yes', when? Date:	🗌 No	🗌 Yes
	Did you get or are you getting treatment? Wow?       When? Date:         Was the treatment completed more than 2 years ago?       If 'Yes', since when? Date:         Have you had any signs of chronic heart disease since then?	No No No	<ul><li>Yes</li><li>Yes</li><li>Yes</li><li>Yes</li></ul>
31.	Are you or were you suffering from malignant tumors or hemopoietic disorders?  If 'Yes', date: What kind of? Wie wurdest du behandelt?	🗌 No	O Yes
	What treatment did you get?       If 'Yes', since when? Date:         Have you been cured?       If 'Yes', since when? Date:         Were the regular follow-up examinations unremarkable?	No No No	<ul><li>Yes</li><li>Yes</li><li>Yes</li><li>Yes</li></ul>
32.	Did you receive eggs and/or sperm from another person for the current pregnancy as part of fertility treatment?	🗌 No	🗌 Yes
33.	Have you, the child's father, or your family experienced any of the conditions/syndromes listed below?	🗌 No	O Yes

If 'Yes', which family member is/was ill with what (you, child's father, parents, your children, etc.)? Please indicate in each case whether it is an individual case or a family cluster!

Known condition/syndrome	Mother- to-be	Father- to-be	Siblings- to-be	Grandparents- to-be	<b>Diagnosis/Remarks</b> (when, who, treatment)
Malignant tumors/neoplasia Leukemia Myeloproliferative disease					
<b>Diabetes</b> type I <b>Diabetes</b> type II Start of condition/age					
<b>Disease of red blood cells</b> Sickle cell anemia Thalassemia Fanconi's anemia Spherocytosis Elliptocytosis Blackfan Diamond-anemia					
Disease of white blood cells SCID (Severe Combined Immunodeficiency) Chronic granulomatosis Ataxia telangiectasis Agammaglobulinemia Wiskott-Aldrich syndrome Nézelof syndrome ADA or PNP deficiency DiGeorge syndrome					
<b>Disease of platelets</b> Glanzmann-Naegeli syndrome Hereditary thrombocytopenia Hereditary telangiectasis Storage-Pool syndrome					
Accumulation diseases Leukodystrophy Tay-Sachs syndrome Gaucher disease Hurler syndrome Hunter syndrome Sanfilippo syndrome					
<b>Chromosome anomalies</b> Ullrich-Turner syndrome Trisomy 21					
Allergies – severe forms (e.g., angio- neurotic edema requiring treatment) Asthma – serious bronchial asthma					
Hereditary skin conditions		0			
Autoimmune diseases (e.g., rheumatism, multiple sclerosis)	0	0	0	0	
Muscular dystrophy	Ο	Ο		0	
Alport syndrome	Ο	0		0	
Others	Ο	Ο		0	



I hereby declare my willingness to inform eticur GmbH immediately in writing if, within 12 months after birth, I or my child contract an infectious disease that can be transmitted by blood (e.g., hepatitis B, hepatitis C or HIV) or if one of the diseases or genetically caused diseases given above are detected in my child. In addition, I agree that the umbilical cord blood will be collected and blood will be taken from me for the serological tests for infectious diseases (incl. HIV) as necessary at the time of birth (+/- 48 h).

#### I confirm with my signature that

- I have read and understood the provided educational material,
- I have taken note of the information on the protection of medical data,
- I have had the opportunity to ask questions,
- I have received satisfactory answers to the questions asked,
- I am aware that incomplete or untrue information may lead to serious health problems for the recipient
  of the stem cells,
- all information has been provided to the best of my knowledge and belief.

Please sign the medical history form after you completed it and answered all (parts of) the questions!





# Information and declaration of consent

regarding the collection of umbilical cord blood for autologous private care

Please sign the declaration of consent on the 3rd page as well as the declaration of consent to the GTC and to the data privacy policy! Without your signature/s, the declaration of consent and agreement are not valid!

The storage of your child's umbilical cord blood will take place in the GMP laboratory of Vita 34 AG in Germany. eticur has commissioned Vita 34 to perform all pharmaceutical tasks required for the storage. In the following, you will be informed by the medical management of Vita 34 AG. If you have any questions concerning the information given below or the storage of umbilical cord blood, the eticur medical counseling service will be happy to answer all your questions. **Consultation free of charge: 0800.0.384287** 

#### 1. The collection of cord blood at the collection center

For the purpose of storage for private care, umbilical cord blood is collected immediately after the birth, after the umbilical cord was cut and your child/ren were initially taken care of. The cord blood is collected in a blood bag after the umbilical cord vein was punctured. The blood

#### 2. Anamnesis and diagnostic lab tests

For the storage of cord blood, a number of data must be collected and diagnostic lab tests must be performed.

- Prerequisite for the collection of umbilical cord blood is the collection of the detailed medical history from the mother, biological father and biological grandparents. Please take enough time to fill in the medical history form carefully and completely and send it back to eticur **BEFORE** the delivery. Postnatal medical history will also be obtained for the mother and child after the birth.
- Before giving birth, you will be examined by your doctor at the clinic to determine whether there are any health risks contradicting the collection.
- Please send a copy of the maternity card (D) to eticur before the birth. In addition, eticur and Vita 34 may have to inspect the pregnancy and delivery documents. In case of special medical questions,

collection bears no risk for you and your child because the cord blood is collected only after the umbilical cord has been cut and your child has been taken care of.

findings, medical certificates and blood tests of the mother and the child may be required after birth.

— During the delivery, about 20 ml of blood will be taken from you. This blood sample and the umbilical cord blood of your child will be tested for the following infectious diseases: HIV, hepatitis B, C and E, Treponema pallidum, HTLV, CMV, parvovirus B19, malaria and West Nile virus, if applicable. In addition, a blood count will be taken from the umbilical cord blood and your child's blood group and rhesus factor will be determined.

eticur will inform you about all relevant test results. In case of positive infection results (HIV, hepatitis B, C and E, Treponema pallidum and West Nile virus), there is an obligation to inform you and the health authorities.

#### 3. Measures to protect mother and child

The collection of cord blood bears no risk at all for you and your child.

#### 4. Prospects of cord blood storage

The successful collection cannot be guaranteed. For example, situations may arise during the birth that prevent the collection. The doctor in the delivery room decides whether a collection can be performed. The storage of the umbilical cord blood for private care for an individual therapy (classical indications, novel therapies) is no guarantee that the stem cells can be used for medical treatment. Based on the medical indication given, the attending physician ultimately makes the decision on the method of use and informs the recipient about it.



#### 5. Shelf life of the preparations

The shelf life of stem cells from cord blood is currently scientifically proven to be 20 years.

#### 6. Risks associated with the retransfer of preparations

The evaluation of the test results is currently carried out under the aspect of the application of cord blood in the regeneration of the hematopoietic system after high-dose chemotherapy or radiation therapy (hematopoietic use).

Preparations that are microbially contaminated and for which an antibiogram has been prepared, or which show a deviation in the test parameters, can be used in principle. The applying physician is informed about these facts and decides alone about the possibility of application. Basically a risk of transmission of infections of the mother is conceivable. In order to limit and, if possible, exclude the potential risk, a detailed medical history of the mother is obtained in addition to the testing of samples of maternal blood and umbilical cord blood.

The amount of stem cells in the umbilical cord blood may be low and therefore there is a risk that the umbilical cord blood alone may not be sufficient for hematopoietic application.

#### 7. Benefits of cord blood

Autologous transplantation of human hematopoietic stem cell preparations from bone marrow and peripheral blood is an established treatment method for the regeneration of the hematopoietic system (for example, after high-dose chemotherapy or radiation therapy). Applications are realized in a variety of diseases of the hematopoietic and immune systems as well as in various malignant tumors. Research results and clinical studies imply that cord blood is an alternative source of stem cells. Nevertheless, the benefit of autologous umbilical cord blood storage is not yet medically and scientifically established. The indication for autologous cord blood storage is based on the current state of the art in medicine and a risk-benefit analysis of treatment alternatives. There are currently few data from clinical studies on the subsequent use of autologously stored umbilical cord blood in the context of further treatment options.

#### 8. Collection and use of personal data

In the context of the storage of a stem cell deposit for your child, it is necessary to process not only personal data but also medical data about you and your child. Since the processes both in our company and in collaboration with other healthcare institutions involved in the storage are not easy to keep track of, we have compiled the enclosed information for you in accordance with Art. 13 GDPR. Only eticur, Vita 34, the physicians and midwives in attendance at the maternity facility or, in case of a therapeutic application, in the applying facility as well as health authorities have access to the collected personal data. These persons are subject to the duty of confidentiality. Your data will be stored for at least 30 years after the date of application in accordance with applicable guidelines and the German Medicines Act.

Silvia Müller Medical Director Vita 34 AG



Date of birth of the mother-to-be

#### Declaration of consent

I/we have read and understood the educational and consent forms. All my/our questions have been answered and I/we currently have no further questions. If there are any further questions, I/we can contact the expert consulting service (free of charge at 0800.0.384287).

I/we hereby declare my/our consent to:

- the collection of umbilical cord blood
- the testing of the maternal blood and the umbilical cord blood for the infectious diseases given above and the associated disclosure of my name to the testing laboratory
- the inspection by eticur and Vita 34 of the transmitted pregnancy and birth records
- the transmission of information on the birth to Vita 34 by the maternity institution
- subsequent blood testing of mother or child in case of unclear findings
- the storage of retain samples for later testing as necessary
- the storage of the medical file at Vita 34 AG and
- being contacted later by eticur and Vita 34 AG.

Name, first name of the mother-to-be	(Please in BLOCK LETTERS!)
--------------------------------------	----------------------------

Place, date

Х

Signature of the mother-to-be

#### Х

Signature of the father-to-be (if custodian and authorized to represent)

Place, date

eti.

# DO-009-MD01-F04 — Valid as of 01.04.2023



# Information and declaration of consent

regarding the collection of umbilical cord blood and the umbilical cord for autologous private care

Please sign the declaration of consent on the 3rd page as well as the declaration of consent to the GTC and to the data privacy policy! Without your signature/s, the declaration of consent and agreement are not valid!

The storage of your child's umbilical cord blood and tissue will take place at the GMP laboratory of Vita 34 AG in Germany. eticur has commissioned Vita 34 to perform all pharmaceutical tasks required for the storage. In the following, you will be informed by the medical management of Vita 34 AG. If you have any questions concerning the information given below or the storage of umbilical cord blood, the eticur medical consulting service will be happy to answer all your questions. **Consultation free of charge: 0800.0.384287** 

#### 1. Collection of cord blood and cord tissue at the collection center

For the purpose of storage for private care, umbilical cord blood and the umbilical cord from the Placenta are collected from the placenta immediately after the birth, after the umbilical cord was cut and your child/ren were initially taken care of. The cord blood is collected after

#### 2. Anamnesis and diagnostic lab tests

For the storage of cord blood and tissue, a number of data must be collected and diagnostic lab tests must be performed.

- Prerequisite for the collection of cord blood and tissue is the collection of the detailed medical history from the mother, biological father and biological grandparents. Please take enough time to fill in the medical history form carefully and completely and send it back to eticur **BEFORE** the delivery. Postnatal medical history will also be obtained for the mother and child after the birth.
- Before giving birth, you will be examined by your doctor at the clinic to determine whether there are any health risks contradicting the collection.
- Please send a copy of the maternity card (D) to eticur before the birth. In addition, eticur and Vita 34 may have to inspect the pregnancy and delivery documents. In case of special medical questions,

the umbilical cord vein was punctured, and collected in a blood bag. After blood collection, the umbilical cord is cut close to the placenta. The umbilical cord is then transferred into a transport tube. Both procedures are risk-free for you and your child.

findings, medical certificates and blood tests of the mother and the child after birth may be required.

— During the delivery, about 20 ml of blood will be taken from you. This blood sample and the umbilical cord blood of your child will be tested for the following infectious diseases: HIV, hepatitis B, C and E, Treponema pallidum, HTLV, CMV, parvovirus B19, malaria and West Nile virus, if applicable. In addition, a blood count will be taken from the umbilical cord blood and your child's blood group and rhesus factor will be determined.

eticur will inform you about all relevant test results. In case of positive infection results (HIV, hepatitis B, C and E, Treponema pallidum and West Nile virus), there is an obligation to inform you and the health authorities.

#### 3. Measures to protect mother and child

The collection of cord blood and tissue bears no risk at all for you and your child.

#### 4. Prospects of the storage of cord blood and cord tissue

The successful collection cannot be guaranteed. For example, situations may arise during the birth that prevent the collection. The doctor in the delivery room decides whether a collection can be performed. The storage of cord blood and tissue for private care for an individual therapy (classical indications, novel therapies) is no guarantee that the stem cells can be used for medical treatment. Based on the medical indication given, the attending physician ultimately makes the decision on the method of use and informs the recipient about it.



#### 5. Shelf life of the preparations

The shelf life of stem cells from cord blood is currently scientifically proven to be 20 years. Based on our own research results and on recognized scientific literature, it is obvious that the storage capacity of the umbilical cord tissue and the stem cells it contains is comparable, but there is no reliable evidence for this yet.

#### 6. Risks associated with the retransfer of preparations /application in cell-base therapies

The evaluation of the test results is currently carried out under the aspect of the application of cord blood in the regeneration of the hematopoietic system after high-dose chemotherapy or radiation therapy (hematopoietic use).

Preparations that are microbially contaminated and for which an antibiogram has been prepared, or which show a deviation in the test parameters, can be used in principle. The applying physician is informed about these facts and decides alone about the possibility of application. Basically a risk of transmission of infections of the mother is conceivable. In order to limit and, if possible, exclude the potential risk, a detailed medical history of the mother is obtained in addition to the testing of samples of maternal blood and umbilical cord blood.

The amount of stem cells in the umbilical cord blood may be low and therefore there is a risk that the umbilical cord blood alone may not be sufficient for hematopoietic application.

Nevertheless, the benefit of autologous umbilical cord blood storage

is not yet medically and scientifically established. The indication for

autologous cord blood storage is based on the current state of the

art in medicine and a risk-benefit analysis of treatment alternatives.

There are currently few data from clinical studies on the subsequent

use of autologously stored umbilical cord blood in the context of fur-

ther treatment options.

#### 7. Benefits of cord blood

Autologous transplantation of human hematopoietic stem cell preparations from bone marrow and peripheral blood is an established treatment method for the regeneration of the hematopoietic system (for example, after high-dose chemotherapy or radiation therapy). Applications are made in a variety of diseases of the hematopoietic and immune systems as well as in various malignant tumors. Research results and clinical studies imply that cord blood is an alternative source of stem cells.

#### 8. Benefits of umbilical cord tissue

Umbilical cord tissue is an intermediate product that, according to numerous research studies, can be used for further processing into a

#### 9. Collection and use of personal data

In the context of the storage of a stem cell deposit for your child, it is necessary to process not only personal data but also medical data about you and your child. Since the processes both in our company and in collaboration with other health care institutions involved in the storage are not easy to keep track of, we have compiled the enclosed information for you in accordance with Art. 13 GDPR. Only eticur, potential therapeutic agent, for example in regenerative medicine. The medical-scientific benefit has not yet been sufficiently established.

Vita 34, the physicians and midwives in attendance at the maternity facility or, in case of a therapeutic application, in the applying facility as well as health authorities have access to the collected personal data. These persons are subject to the duty of confidentiality. Your data will be stored for at least 30 years after the date of application in accordance with applicable guidelines and the German Medicines Act.

#### 10. Forwarding of documents

If one of the storage variants is chosen, documents will be forwarded, if necessary, to the appropriately trained or competent person appointed by the obstetrics department of the hospital in accordance with Art. 20b German Medicinal Products Act (AMG) or Art. 8d (1) clause 1

German Transplantation Law (TPG). Vita 34 will forward a copy of the medical history form, the follow-up medical history, the information and consent form as well as the findings collected by Vita 34 to the appropriately trained or competent person at the hospital.



#### Declaration of consent

I/we have read and understood the educational and consent forms. All my/our questions have been answered and I/we currently have no further questions. If there are any further questions, I/we can contact the expert consulting service (free of charge at 0800.0.384287).

I/we hereby declare my/our consent to:

- the collection of umbilical cord blood and extraction of umbilical cord tissue
- the testing of the maternal blood and the umbilical cord blood for the infectious diseases given above and the associated disclosure of my name to the testing laboratory
- the inspection by eticur and Vita 34 of the transmitted pregnancy and birth records
- the transmission of information on the birth to Vita 34 by the maternity institution
- subsequent blood testing of mother or child in case of unclear findings
- if required by the authorities, the transmission of a copy of the medical history form, the follow-up medical history, the information and consent form as well as the findings obtained by Vita 34 to the appropriately trained or competent person at the clinic according to Art. 20b AMG or Art. 8d sec. 1 clause 1 TPG
- the storage of retain samples for later testing as necessary
- the storage of the medical file at Vita 34 AG and
- being contacted later by eticur and Vita 34 AG.

Name, first name of the mother-to-be (Please in BLOCK LETTERS!)

Х

Signature of the mother-to-be

Place, date

Place, date

#### X

Signature of the father-to-be (if custodian and authorized to represent)

Date of birth of the mother-to-be





#### **eticur GmbH** Fachberatung

Landsberger Straße 406 D-81241 München

# Declaration of exemption

Fill in personally — confidential information

Please take the original with the collection box to the maternity facility!

Note on the document: The declaration of exemption is intended to make clear to all persons involved that eticur assumes liability in connection with the collections within the scope of the business liability insurance. If you have any questions regarding liability, please contact our service team free of charge at: 0800.0.384287

#### Contact details for the guardians of the unborn child — in block letters!

Street, house no.

Name, first name of the father-to-be (if authorized to represent)

Street, house no.

Postal code, place of residence

Postal code, place of residence

We/I hereby declare on my/our own behalf and on behalf of my/our child unborn that I/we are waiving any claims in connection with the collection of the cord blood/tissue and the collection of maternal blood against the maternity institution and/ or the hospital staff/the attending physician/the freelance midwife in charge of the delivery and the collection of cord blood and, if applicable, cord tissue, unless such claims are based on intent or gross negligence. That does not apply to damages resulting from injury to life, body or health or from the significant breach of an essential contractual obligation (obligation, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely).

Furthermore, we are aware that even if all due care is taken, the collection and storage of cord blood and cord tissue may not be successful under certain circumstances.

I/we hereby authorize the clinic/the attending physician/midwife to report findings concerning the birth (mother and child) to eticur and its contractual partners on the collection report and release these persons from their duty of confidentiality in this respect.

Place, date

Signature of mother-to-be and father-to-be (if authorized to represent)

**eticur GmbH** — Landsberger Straße 406 — D-81241 München T +49.89.125981-0 — F +49.89.125981-19 — info@eticur.de — www.eticur.de





# Consent to GTC and data privacy policy

# Data confirmation of the online order

Please fil in personally!

#### General Terms and Conditions, data storage and withdrawal

I/we have read and accepted the General Terms and Conditions.I/we agree to the storage of my/our data for being contacted by eticur.All data will be treated confidentially. I/we may revoke such consent at any time.

X	
Signature of mother-to-be	
×	
Signature of the father-to-be (if custodian and authorized to represent)	

. .

#### Privacy policy - Consent to the use of personal data

I/we have received and taken note of the required information on data protection.

I/we consent to the collection, processing and use of my/our personal data by eticur GmbH and Vita 34 AG. The obtained personal data will be collected, processed, and used by eticur GmbH and Vita 34 AG in accordance with the relevant data protection regulations, in particular Art. 13 GDPR.

If my/our personal data are processed on the basis of legitimate interests pursuant to Art. 6 sec. 1 f) GDPR, I/we have the right to object to the processing of my/our personal data pursuant to Art. 21 GDPR, if there are grounds for doing so that arise from my/our particular situation. I/we have the right to revoke my/our consent(s) in whole or in part at any time without giving reasons with effect for the future.

Place, date

X

Signature of mother-to-be



Signature of the father-to-be (if custodian and authorized to represent)



eti

eticur GmbH — Landsberger Straße 406 — D-81241 München
 T +49.89.125981-0 — F +49.89.125981-19 — info@eticur.de — www.eticur.de



## General Terms and Conditions

#### Preamble

- eticur GmbH (hereinafter "eticur") offers in collaboration with Vita 34 AG (hereinafter "stem cell bank") the collection, processing and storage of umbilical cord blood and umbilical cord tissue to secure the contained stem cells.
- (2) Umbilical cord blood is the remaining fetal blood collected from the placenta and the attached umbilical cord immediately after the umbilical cord has been cut. Umbilical cord tissue is obtained by a second cut of the umbilical cord close to the placenta after the cord has been cut and cord blood has been collected. The future therapeutic options through the use of cord blood and cord tissue cannot be fully foreseen at this time.
- (3) Umbilical cord blood and tissue are processed, prepared and stored at the GMP laboratory of the stem cell bank (GMP = Good Manufacturing Practice pursuant to the EU GMP Guidelines for human and veterinary medicinal products). In accordance with the requirements of the German Medicinal Act (AMG), the stem cell bank holds the manufacturing license in accordance with art. 13 AMG for the collection and storage of umbilical cord blood, as well as the authorizations according to art. 20b and 20c AMG for the collection and storage of 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 the stem cell bank (see art. 1 sec. 5) own the required manufacturing license.

#### Art. 1 Contractual partners and subject matter of the contract

- The contract on the collection and storage is concluded between eticur and the legal representatives of the child or – in case of multiple births – the children (usually the parents, art. 1629 sec. 1 German Civil Code, hereinafter referred to as the "legal representatives" or "contractual partners") in their own name in favor of the child.
- (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 eticur or third parties shall be excluded. The disposition of the umbilical cord blood and tissue must be in accordance with the applicable drug law regulations.
- (3) 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 herewith shall agree to such change of contractual partner.
- (4) 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 current supplement services + prices, 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.
- (5) Umbilical cord blood and, if applicable, tissue will be collected at a maternity institution that is partner of eticur and the stem cell bank. Otherwise, eticur will be released from any and all obligations arising from this contract. The stem cell bank will destroy the cord blood and/or cord tissue collected in the inadmissible manner. The legal representatives herewith shall agree to such destruction. An up-to-date overview of the partner institutions is available online.

#### Art. 2 Obligations of eticur

 eticur provides the services for the collection and storage of the cord blood and tissue to the child according to the chosen contract variant (appendix 1). For that purpose, eticur commissions the stem cell bank to take over the following tasks as approved by the stem cell bank in accordance with the pharmaceutical regulations according to sec (3) of the Preamble above:

- 1. the overall responsibility for the collection of umbilical cord blood and 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 the stem cell bank (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 the stem cell bank
- 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
  - d) the issue of the certificate with an overview of the findings.
- 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 Germany, unless the costs are covered by a third party (e.g., health insurance.

If umbilical cord tissue is stored, clauses 1 to 6 above shall apply accordingly.

- (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 therapy, provided that the specifications of the umbilical cord blood preparation required for that purpose are complied with according to the current state of scientific knowledge. If the quality control shows that storage is possible but the specifications for hematopoietic application are not met, the cord blood will be stored nevertheless in order to be able to use it for theraputic purposes in the future, as specifications may change with the further development of the state of scientific and technical knowledge.

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

(4) eticur may use reliable subcontractors to fulfil its obligations. The consent of the legal representatives is not required.

#### Art. 3 Obligations of the mother/legal representatives, consent

- The contractual partners or as specified individually the mother shall
  - Return the following forms provided by eticur fully and truthfully completed and signed – to eticur:
    - 1) Medical history form before the collection kit is sent
    - 2) Copy of the maternity card before the collection kit is sent
    - Information and declaration of consent before the collection kit is sent as specified for the selected type of contract
    - Follow-up medical history form 14 days after receipt at the latest.



- 2. Choose only a maternity institution collaborating with eticur and the stem cell bank, indicate the desired collection of umbilical cord blood and, if applicable, tissue to the physician/midwife as well as hand the collection kit provided by eticur and the stem cell bank and the signed original declaration of exemption 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 eticur, he/she shall inform eticur of such intent in writing. art. 1 sec. (5), art. 6 sec. (5) clause 3, and art. 6 sec. (6) shall apply.
- 3. Promptly notify eticur of the child's name in writing after the birth
- Promptly notify eticur 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).
- (4) The contractual partners shall agree that the physician/midwife/ clinic submits the findings/data obtained during the pregnancy/birth to eticur and that the stem cell bank may inspect such findings/data. This shall apply as well to findings obtained after transplantation of the 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 stem cell bank may submit findings obtained by the stem cell bank (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.

#### Art. 4 Payment

- eticur shall receive a starting fee and an annual fee or a monthly fee only 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) After conclusion of the contract and storage of the cord blood and, if applicable, the cord tissue, according to the type of contract the starting fee or the first monthly fee will be invoiced. The annual fee is due annually in advance from the first birthday or, depending on the contract variant, after expiry of the prepayment period on the child's respective birthday. The payment modalities depend on the chosen contract variant (appendix 1). The customer agrees that he/she is sent an electronic invoice to the e-mail address provided by the customer. Changes of the e-mail address for sending the invoice must be communicated promptly.

In the case of multiple births, in accordance with the selected contract variant (**appendix 1**), the full starting fee and annual fee will be charged for the first child and a discount is given for the starting fee for the second or third child. The starting fee for the second or third child is not applicable if the preparation can be stored successfully for one child or two children only. The annual/monthly fee shall be paid for each stored preparation and its amount depends on the selected type of contract (**appendix 1**).

- (3) If the starting fee and, depending on the selected type of contract, the annual/monthly fee are not paid within three months after the due date despite a request for payment/reminder, eticur shall be entitled to cancel the contract and to have the cord blood or tissue preparation destroyed by the stem cell bank by giving prior notice after a period of two months after such notice.
- (4) Discounts and other benefits granted by eticur (e.g., special conditions for multiple births) cannot be combined and are not granted with retroactive effect.

#### Art. 5 Price adjustment of annual/monthly fee

The annual/monthly fee is subject to price adjustment as follows:

 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 Bureau has changed when compared to the CPI published in the month of December of the year the contract was concluded, eticur reserves the right to reduce or increase the agreed annual/monthly 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 beneficiary may also request the corresponding adjustment of the agreed annual/ monthly fee. In case the annual fee is paid in advance as specified for the selected type of contract (appendix 1), eticur 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 beneficiary exercises the right of statutory termination after having received such notification pursuant to art. 6 sec. 2, the adjustment of the annual fee shall not take effect.
- (4) If the annual/monthly fee is increased by more than 5 percent compared to the annual/monthly 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 Bureau 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, eticur 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.

#### Art. 6 Contract period/cancellation/termination

- (1) The contract is concluded for an unlimited term. This applies also to the case that the annual 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). That shall not affect the right of extraordinary cancellation for cause.
- (3) Regular cancellation by eticur shall be excluded. That shall not affect the right of extraordinary cancellation for cause of eticur (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 eticur for payment of the full starting fee and the annual/monthly fee as specified in the chosen type of contract (appendix 1) shall persist.
- (5) The contract shall be terminated automatically, without a notice of cancellation being required, if
  - Urgent medical reasons in accordance with the stipulated regulations prevent the storage of the umbilical cord blood or tissue before the collection. eticur shall notify the legal representatives of such in writing.
  - 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) clause 3) or other reasons prevent the collection of umbilical cord blood or tissue.
  - The collection of the umbilical cord blood or tissue took place in an institution that is not partner of eticur and the stem cell bank.
  - The tests upon receipt of the umbilical cord blood and tissue pursuant to art. 2 sec. (1) clause 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 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 starting fee for the storage in that case corresponds to the starting fee for the storage of umbilical cord blood minus the down payment made and possibly plus the annual/monthly fee as specified for the selected type of contract (appendix 1).
- (6) If the contract is terminated in accordance with sec. (5) clauses 1 to 4, the starting fee and the annual/monthly fee are not due for payment. If the collection does not take place, the legal representatives, if available, return the unused collection kit to eticur at their own expense and risk, otherwise eticur shall be entitled to charge a compensation for lost value according to **appendix 1**.
- (7) If umbilical cord blood and tissue are stored, it is possible to terminate the storage of the cord blood or of the cord tissue. The amount of the annual fee for the respectively remaining storage shall then correspond to the annual/monthly fee for the storage of cord blood. The contract fee or already paid annual/monthly fees for cord blood and tissue will not be refunded retroactively.
- (8) 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 eticur has the stored umbilical cord blood and/or tissue destroyed by the stem cell bank, unless the beneficiary 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 sec. (5) clause 3, the stored umbilical cord blood and/or tissue will be destroyed immediately as stipulated in art. 1 sec. (5). If the contractual relationship is terminated with one legal representative and continued with the other, the consent of both legal representatives shall continue to apply.
- (9) Apart from the above stipulations, the contract shall terminate and thus the obligation to pay the annual/monthly fees, if the stem cell bank 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) clause 2 shall apply accordingly.

#### Art. 7 Assignment of claims

- (1) The legal representatives shall agree that eticur 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 pursuant to art. 402 German Civil Code (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 policy of eticur.

#### Art. 8 Liability of eticur/waiver of claims against the partner clinics of the stem cell bank

- (1) eticur 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) eticur 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 above.
- (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 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 declaration of exemption 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 and the mother against eticur 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 eticur 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. eticur is in particular not liable for possibly missed therapeutic chances.

#### Art. 9 Data protection

- (1) eticur 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. eticur shall treat such data as confidential and commit its contractual partners to confidentiality.
- (2) eticur and the stem cell bank 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) Further regulations are stipulated in the data privacy policy of eticur.

#### Art. 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 eticur 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 eticur to a third party shall require the consent of the beneficiary.
- (3) Modifications and amendments of this contract shall be made in writing to take effect. That 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 be authoritative.



#### **REVOCATION INFORMATION**

#### 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:

#### eticur GmbH, Landsberger Straße 406, D-81241 München Phone: +49(0)89 125981-0, Fax: +49(0)89 125981-19 E-mail: info@eticur.de

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 eticur about the withdrawal to **eticur GmbH, Landsberger Straße 406, D-81241 München**. 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!)

 ${\sf I}/{\sf we}$  herewith withdraw from the contract  ${\sf I}/{\sf we}$  concluded regarding the purchase of the following goods/the provision of the following services:

Family name\*

#### Order date\*

Name/address of the consumer/s

Title\* First name\*

Street and house no.\*

Postal code and place of residence\*

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.



# Information on data protection

#### in accordance with Art. 13 and Art. 14 GDPR

#### 1. Name and contact details of controller and data protection officer

Data Controller pursuant to Art. 4 sec. 7 GDPR is: eticur GmbH Landsberger Straße 406 81241 München Germany

The data protection officer of the controller is DataCo GmbH Nymphenburger Straße 86 80636 München +49.89.740045840 Germany www.dataguard.de

#### 2. Types and categories of the personal data we process

We collect, record and process the following personal data for the purpose of implementing the contract

— Name	<ul> <li>— E-mail address</li> </ul>
— First name	<ul> <li>Dates of birth</li> </ul>
— Address	<ul> <li>Calculated date of delivery</li> </ul>

<ul> <li>Phone or mobile phone no.</li> </ul>	<ul> <li>Payment details</li> </ul>
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as well as the following health data of the mother and the child, which are subject to special protection

- Medical history of the mother, father and their first-degree relatives in accordance with the specifications of the hemotherapy guidelines as applicable
- Information from the maternity card or the findings form completed by the gynecologist
- Information on the birth as given in the applicable version of the collection report
- Results of serological testing for infectious diseases of maternal blood: e.g., HIV, hepatitis B, hepatitis C, Treponema pallidum (syphilis pathogen), HTLV (human T-lymphotropic virus 1), WNV (West Nile virus) - if required
- Results of findings on umbilical cord blood: e.g., cell content, blood group, sterile control, HIV, hepatitis B, hepatitis C, hepatitis E, parvovirus B19, cytomegalovirus if required - Medical history of the child
- If necessary, findings from examinations by third parties (e.g., the gynecologist or pediatrician in attendance)
- If applicable, findings from additional examinations (e.g., malaria testing)

 $\ensuremath{\textbf{3}}$  . Purposes of data processing We collect and process personal data of the child and the legal representatives in order to execute the contract, to enable the storage of the stem cell depot and to ensure the medical framework conditions.

#### 4. Joint responsibility

There is a joint responsibility between the controller eticur and Vita 34 AG, Deutscher Platz 5, 04105 Leipzig, Germany according to Art. 26 GDPR. The responsible parties jointly process personal data in order to optimally fulfill the services arising from the contract. Therefore, they are jointly responsible for the protection of your personal data within the framework of the processes described below. Within the scope of their joint responsibility under data protection law, the responsible parties have agreed which of them fulfills which obligations under the GDPR. This relates in particular to the exercise of the rights of data subjects and the fulfillment of the information obligations pursuant to Art 13 and 14 GDPR

Vita 34 AG processes the following personal data in particular: - Contact details for the dispatch of the collection boxes

- Hospital data for the birth
- Medical data, especially medical history data of mother and child
- Data on the findings of the child's umbilical cord blood (quantity, germ load, serological and molecular biological findings)
- Diagnostic data on maternal blood (serological and molecular biological findings) Personal data is processed by specialist personnel of Vita 34 AG or under their responsibility and is subject to the obligation of confidentiality.

Data protection rights can be asserted both with the controller (sec. 1), the data protection officer (sec. 2) and with the joint controller (sec. 4). Data subjects will generally receive the information from the office where the rights were asserted

#### 5. Categories of external recipients of your personal data

Other categories of external recipients who process your personal data within the scope of the intended purpose and in compliance with the respective data protection regulations:

- Laboratories (collection of findings from maternal blood and umbilical cord blood)
- applying physicians or other authorized users - health authorities
- If applicable, insurance companies within the framework of liability insurance.
- in particular the responsible insurance broker and liability insurer.

Personal data is processed by the professional staff. Such professional staff is subject to either legal professional secrecy or obligation to maintain secrecy.

Otherwise, we will only disclose your personal data or your child's personal data to third parties if you have given your express consent in accordance with Art. 6 sec. 1 a) GDPR or Art. 9 sec. 2 a) GDPR, the disclosure is required in accordance with Art. 6 sec. 1 f) GDPR for the assertion, exercise or defense of legal claims or to protect our legitimate interests and there is no reason to assume that the legal representatives or the child have an overriding legitimate interest in the non-disclosure of the data (e.g., courts, lawyers). In the event that there is a legal obligation to disclose the data pursuant to Art. 6 sec. 1 c) GDPR (e.g., tax authorities) and if this is legally permissible and necessary for the performance of the contractual relationship with you pursuant to Art. 6 sec. 1 b) GDPR (e.g., IT, services, consulting, sales, and marketing).

#### 6. Legal basis on which personal data are processed

The processing of personal data by the controller eticur serves to establish and implement the contractual relationship. Thus, Art. 6 sec. 1 b) GDPR and - as far as health data are concerned - Art. 9 sec. 2 h), Art. 3, Art. 4 GDPR in conjunction with Art. 22 sec. 1, clause 1 b) of the German Federal Data Protection Act (BDSG) are the legal bases for the processing by the controller as specified in sec. 1 above. Without the data being provided, the storage of the stem cell deposit cannot take place.

The processing of personal data by the joint controller Vita 34 AG is carried out in accordance with Art. 6 sec. 1 a) GDPR through enabled knowledge of such data protection notice by your explicit and voluntary consent.

We also process personal data from the legal representatives and the child in order to be able to fulfill our legal obligations, in particular in the area of commercial and tax law. This is done on the basis of Art. 6 sec. (1) c) GDPR.

Where necessary, we also process your data on the basis of Art. 6 sec. 1 f) GDPR in order to protect the legitimate interests of ours or of third parties (e.g., public authorities). These interests may arise, for example, in order to assert of legal claims and for defense in legal disputes, to ensure the IT security of our company and for measures of business management and further development of services and products. In exceptional cases, we also process your contact details, for example, to inform you about new products or by way of a newsletter. In that case, the legal basis for the processing is your express and voluntary consent under the terms of Art. 6 sec. 1 a) GDPR.

#### 7. Duration of the storage of your personal data

We delete the personal data of the legal representatives and the data of the child as soon as they are no longer required for the above-given purposes. After termination of the contractual relationship, personal data is stored for as long as we are legally obligated to do so. This regularly results from legal proof and storage obligations, which are regulated, among other things, in the German Commercial Code (Handelsgesetzbuch) and the German Fiscal Code (Abgabenordnung). The storage periods are then up to ten years. In addition, personal data may be retained for the period during which claims can be asserted against us (statutory limitation period of three or up to thirty years). Medical data will be retained for at least 30 years beyond the date of termination or application in accordance with applicable guidelines and the German Medicinal Products Act.

#### 8. Rights of the data subject

According to Chapter III of the GDPR, you are entitled in particular to the following rights of the data subject to be asserted against us:

- Information about the personal data stored about you in accordance with Art. 15 GDPR
- Rectification of incorrect personal data pursuant to Art. 16 GDPR
- \_ Erasure or restriction of the processing of personal data pursuant to Art. 17 and 18  $\ensuremath{\mathsf{GDPR}}$ Data portability of your personal data in case of data processing with the help of automated procedures according to Art. 20 GDPR
- Objection to the processing of your personal data (for the exercise of for the performance of a public task or in the legitimate interest) pursuant to Art. 21 GDPR, unless we can demonstrate legitimate grounds for the processing of your personal data as given above that override your interests, or for the assertion, exercise or defense of legal claims
- In addition, there is a right to lodge a complaint to the supervisory authority pursuant to Art. 77 GDPR. The Bayrisches Landesamt für Datenschutzaufsicht, Promenade 18, 91522 Ansbach, Germany is responsible for eticur GmbH. If you wish to file a complaint, you can use the complaint form (https://www.lda.bayern.de/de/ beschwerde.html). For Vita 34 AG, the competent authority is the Sächsische Datenschutzbeauftragte, Devrientstraße 5, 01067 Dresden, Germany. You can use the complaint form (https://www.saechsdsb.de/petition).

#### 9. Right to withdraw your consent pursuant to Art. 7 sec. 3 GDPR:

You have the right to withdraw your consent under data protection law to the processing by the joint controller Vita 34 AG at any time with effect for the future and without giving reasons. The withdrawal of consent does not affect the lawfulness of the processing carried out on the basis of the consent until your withdrawal of consent.

You have the right to object to the processing of personal data for direct marketing purposes without giving reasons If personal data or data of the child are processed on the basis of legitimate interests pursu-

ant to Art. 6 sec. 1 f) GDPR, you have the right to object to the processing of your personal data pursuant to Art. 21 GDPR, provided that there are grounds for doing so which arise from your particular situation. Please address your withdrawal to the controller (see section 1 or section 4 above) or alternatively to the respective data protection officer. <u>Please note that</u> further performance of the contract will then not be possible.

Last updated: 1 September 2022