

CLIENT CONTRACT FOR COLLECTION AND STORAGE OF MONONUCLEAR FRACTION FROM PERIPHERAL BLOOD

between

SWISS STEM CELLS BIOTECH AG, headquartered in Zurich, Switzerland, CH 8008, Klausstrasse, 10, registered in the Commercial Register under CHE-277,426,754, email sscb@cellssolutions.com, represented by the Chairman of the Board of Directors with individual signature rights, Dr. Claudio Rodolfo Massa (hereinafter "**SSCB**") as a **Service Provider**

and

EternaCell SA, headquartered in Lugano, Switzerland, Piazza Indipendenza 3, 6900 Lugano, registered in the Commercial Register under CH-501.3.024.154-3, email info@eternacell.ch, represented by the Chairman of the Board of Directors with individual signature rights, Dr. Claudio Rodolfo Massa (hereinafter "**EternaCell**") as **Broker, Agent and Representative of SSCB**

and

Name and Surname: _____ Date and place of birth: _____

Address Street: _____ Civic N°: _____ City: _____ ZIP: _____ Province/Region _____

E-mail: _____ Phone n°: _____

CF/Tax code: _____

(hereinafter referred to as the "Client")

in the following collectively referred to as "the parties"

WHEREAS.

- SSCB is a Swiss corporation with registered office in Zurich, Switzerland, and laboratory/biobank in Vacallo, Switzerland, which is engaged in laboratory processes for the processing and cryopreservation of biological specimens, including the service covered by this contract, i.e., the mononuclear cell fraction obtained from peripheral blood, as described in the attached general conditions (Annex 1), which form part of this contract. By virtue of the GMP certification held by SSCB, the mononuclear fraction isolated from peripheral blood, properly manipulated, can be used as starting material for future advanced cell therapies (ATMP).
 - SSCB is licensed to operate, according to current Swiss regulations, and is subject to regular inspections by Part of the competent federal supervisory authority (Swissmedic).
 - By signing this Contract, SSCB warrants (i) that it is authorized in Switzerland and has the appropriate licenses to perform the activity explicated in this Contract, as well as (ii) full and complete compliance with Swiss laws.
- EternaCell is a Broker, Agent and Representative of SSCB. EternaCell itself further has expertise in a range of innovative services in the field of advanced therapies, treatments for longevity and rejuvenation of organs and tissues, as well as preservation of human hematological stem cells and from other sources,
- The parties expressed their willingness to enter into an agreement on the basis of the concepts explained above and the understandings that follow.

All of the above, between the above parties, it is agreed and stipulated as follows

The Client hereby enters into a contract for the collection and storage of the mononuclear cell fraction obtained from peripheral blood with **SSCB Swiss Stem Cells Biotech AG** (hereinafter referred to as "**SSCB**")

The Client hereby accepts and agrees that EternaCell SA (hereinafter "EternaCell") acts as Broker, Agent and Representative of SSCB and will assist SSCB in its Services under this Contract.

SSCB and the Client enter in an Agreement according to the terms and conditions set forth below **and its annexes**.

1. SSCB Services rendered to the Client

SSCB provides to the Client all Services for Collection and Storage of monocular fraction from peripheral blood. SSCB commits to the Client to process and cryopreserve the mononuclear cell fraction obtained from peripheral blood as described in the attached general conditions (Annex 1), and the Standard General Conditions of SSCB, which both form part of this contract. SSCB will ensure that all steps of the technical process are performed according to applicable quality standards and regulatory compliance, ensuring proper storage and availability of the sample.

2. Services of EternaCell as a Broker and Representative of SSCB

EternaCell acts as Broker and Representative of SSCB. EternaCell bears overall responsibility towards SSCB and the client for the proper coordination of the contract (between SSCB and the Client) and communication with the Client..

EternaCell is responsible for advising the Client on behalf of SSCB and for coordinating with SSCB on all operational aspects related to the provision of the Services provided by SSCB to the Client.

Specifically, in the execution of this contract, EternaCell will be responsible on behalf of SSCB for all activities related to the management of the relationship with the Client. This includes, but is not limited to:

- **Sales Management:** promotion and sale of services and products offered, including cellular derivatives, cellular modification techniques, and anything else pertaining to the same.
- **Client Relationship Management:** EternaCell will take care of all interactions with the Client, from acquisition to contract closure, ensuring that the Client's needs are adequately understood and met.
- **After-Sales Support:** EternaCell will provide ongoing support to the Client, answering questions, resolving any problems, and ensuring Client satisfaction after the conclusion of the contract. This includes assistance with any requests for modification or extension of services provided.
- **Billing and Payments:** EternaCell will handle the administrative management of the contract, including billing activities (on behalf of SSCB), payment management, and reporting to the Client.

3. Client Responsibility

In addition to signing this agreement, the Client shall complete completely and truthfully the Informed Consent included in this Agreement as **Attachment 2 and 3**.

4. Validity and duration of the contract

This Contract is valid from the date of signing for a **term** consistent with the Client's preference as defined below.

5. Storage conditions

The mononuclear fraction from peripheral blood will be stored by SSCB in accordance with and under the conditions described in the General Conditions included in this contract (Annex 1).

6. Paying for services: direct payment by the client and consequences of non-payment, even partial.

Payment for any SSCB services (including all EternaCell broker fees) may be made by the Client himself or by an intermediary person or institution. Duration of service, costs and method of payment are specified in **Exhibit 4**.

7. Informed client consent for serological testing

By signing this Agreement and the Informed Consent form regarding Testing attached hereto as **Exhibit 2**, the Client will provide the serological results as described in 1c and 1d of the attached general conditions or authorize SSCB to perform such testing.

8. Rights to the sample

The Client holds all rights to the sample and its **mononuclear fraction from peripheral blood**.

9. Access to Peripheral Blood for Processing and Cryopreservation

The Client must ensure that the peripheral blood, once extracted, is made available for processing and cryopreservation by SSCB within the agreed-upon timeframe. The blood must be accessible for delivery to SSCB during business days and standard working hours. The Client agrees to comply with the deadlines established with SSCB (by its Broker EternaCell) (e.g., by attending the designated collection site on the scheduled date) and to promptly notify of any changes.

10. Warranty exclusion

SSCB and EternaCell (acting as a Broker) exclude any warranty on the future use of the cryopreserved sample and are not responsible for issues arising from blood collection by medical personnel appointed by the Client. Additionally, SSCB and EternaCell do not provide medical services or consultations beyond what is outlined in the contract. While SSCB adheres to the highest quality standards, with regular inspections, it cannot guarantee that the cryopreserved biological material will not deteriorate due to force majeure, such as unforeseen natural or biological events.

11. Limitation of liability

In the event of loss, deterioration, or destruction of the sample, SSCB and its Broker EternaCell are not liable for slight negligence. Any liability for indirect damages, loss of data, or loss of profits is excluded. If liability is established, compensation will be limited to the amount paid by the Client to EternaCell or SSCB.

12. Contract termination

The agreement may be terminated by SSCB (and EternaCell on behalf of SSCB) in the event of non-payment or by mutual consent of the parties. In the case of early termination, the Client will be required to cover the services already provided and a lump sum of CHF 300.- due to the early termination.

13. Applicable law, jurisdiction and venue

This Contract is subject to Swiss law, excluding the provisions relating to International Civil Procedure Law (IPR) and CISG (Vienna Convention on Contracts for the International Sale of Goods). The exclusive place of jurisdiction is Lugano, Switzerland.

14. Confidentiality and processing of personal data

All personal data, including "special categories" of data, will be processed in strict compliance with the Swiss Federal Act on Data Protection (FADP) and, where applicable, EU Regulation 2016/679 (GDPR), as outlined in Article 15 of the General Conditions.

15. Communication

Any notice or other communication to be given in accordance with the articles herein shall be considered valid when delivered by hand, sent by registered mail, or sent by email. All communication between the Client on the one hand and EternaCell and/or SSCB on the other hand shall be exclusively direct between the Client and EternaCell (for the attention of SSCB). EternaCell always informs SSCB immediately and involves SSCB in all cases in which SSCB's services are affected.

Any notice or other communication to EternaCell should therefore be addressed to:
EternaCell SA, Piazza dell'Indipendenza 3 6900 Lugano
Email: info@eternacell.ch

16. Entire agreement

This agreement, including its attachments, represents the entire understanding between SSCB, EternaCell and the Client, superseding any prior verbal or written agreements. It does not apply in the event of a separate newly signed agreement.

17. Binding effect

All obligations, terms and conditions, provisions and disclaimers covered by this Agreement shall be binding upon and inure to the benefit of SSCB, EternaCell, the Client, legal representatives, their respective heirs and assigns.

18. Severability clause

If one or more of the clauses of this Agreement are determined by the Court or any other competent authority to be illegal and/or unenforceable, that clause shall be deemed, if possible, modified to the extent that it is enforceable, and the other clauses of this Agreement shall continue to be valid.

19. Transfer

SSCB (and EternaCell on behalf of SSCB) may assign the agreement to third parties that provide similar services. In the event of an acquisition or merger, they will require that the terms of the agreement remain valid. The Client may not assign their rights, while SSCB and EternaCell have the right to transfer any payment claims related to this Agreement to third parties.

20. Translation

The contract may be translated into different languages, but the original English text will prevail in case of interpretive doubts. Upon request, the Client can receive an English copy, even if they have signed a translated version.

21. Withdrawal from the contract

The Client may withdraw from the contract within 14 days, without penalty and without providing a reason, by notifying EternaCell for the attention of SSCB via registered mail or email at info@eternacell.ch. SSCB and EternaCell will fully refund any payments received within 15 days after receiving the necessary account details for the refund.

All the premises and attachments mentioned herein should be considered part of this Contract.

Subscribed on: _____

SSCB Swiss Stem Cells Biotech Ltd.



Claudio Rodolfo Massa
Chief Executive Officer



Luca Mariotta
Plant Director



EternaCell SA
Claudio Rodolfo Massa
President



Client:

Signed on:: _____

Name and Surname: _____

Signature: _____

ANNEX 1:

General Terms and Conditions

1. SSCB/EternaCell Services

EternaCell will be responsible for advising the Client and coordinating with SSCB to deliver the services of SSCB to the Client. SSCB will provide the Client with services for the transport, separation, analysis, and long-term freezing and storage of the mononuclear fraction isolated from peripheral blood.

The services are listed comprehensively below:

- a. SSCB will provide a peripheral blood collection kit to the collection point chosen by the Client and authorized by SSCB.
- b. SSCB provides, on behalf of the Client, transportation of the peripheral blood, through a third party, from the peripheral blood collection site to SSCB's location.
- c. The Client will provide SSCB, either directly or through a third party, with a report of the following tests (hereinafter referred to as "Tests"): HCV serology and qualitative PCR, HBV (HBs Ag, anti-HBc, and HBV qualitative PCR), HIV1, HIV1 p24, HIV2, and Treponema pallidum, at the Client's expense.
- d. Tests in step c. must be performed no later than 7 days before the date of peripheral blood collection;
- e. Upon reaching the laboratory, the peripheral blood sample is promptly separated into its constituent components, and the mononuclear fraction will be isolated.
- f. Once the preservation requirements have been met, SSCB will issue and send to the Client, within 7 days of the arrival of the sample at the laboratory, a certificate of receipt, extraction and freezing of the sample (hereinafter referred to as "certificate of successful preservation")
- g. In accordance with internal guidelines, in compliance with GMPs, in the following 12 to 14 weeks, upon completion of the above certificate, SSCB will follow up with a more detailed report of the results (Final Certificate of Conservation")
- h. SSCB reserves the right, at the time of delivery of the peripheral blood, to refuse storage if the conditions for storage of the mononuclear fraction separated from the Client's peripheral blood are not adequate, due to insufficient volume or for any other reason that may arise at the time of delivery of the blood to the SSCB laboratory.

2. Client responsibility

In addition to entering into this Agreement, the Client shall complete completely and truthfully the Informed Consent (Attachment 3) and the Informed Consent to HIV1 and HIV2 testing (Attachment 2) included in this Agreement.

The Client confirms that he/she has been fully informed by the physician about the proposed procedure and, after understanding the process and requesting and receiving any relevant clarification, releases SSCB from any liability associated with informed consent (Attachment 3).

SSCB and its Broker EternaCell are excluded from any liability in the event of deterioration, loss or destruction of peripheral blood that occurs prior to transport by SSCB to the Center contracted by SSCB for processing, analysis and storage activities.

3. Duration of the agreement

The length of the retention period is specified in Attachment 4. As the expiration date approaches, SSCB (EternaCell on behalf of SSCB) will contact the Client to agree on a possible extension. The Client must confirm its decision in writing by sending a notice to SSCB (EternaCell for the attention of SSCB) by registered letter at least 30 days before the expiration date. If no response is received within this period, SSCB (EternaCell on

behalf of SSCB) will consider silence as a willingness not to extend the agreement. In the absence of confirmation, the mononuclear fraction from peripheral blood will be destroyed.

4. Storage conditions

The mononuclear fraction from peripheral blood should be stored in nitrogen vapor under the following conditions.

- a. The mononuclear fraction from peripheral blood is stored at one of the SSCB laboratories located in Vacallo, Switzerland. However, SSCB has the right to transfer The Client's mononuclear fraction, or a part of it, to another Center anywhere else in Switzerland. In case of transfer to a different Center, SSCB will specifically notify the Client;
- b. SSCB reserves the right to separate or divide into several parts the mononuclear fraction from the Client's peripheral blood, storing a part of it at its Center in Vacallo, Switzerland, and to transfer and store the remaining part of the Client's mononuclear fraction at another Center in Switzerland for the purpose of dual storage. Management and supervision of that other Center may also be carried out by third parties to whom SSCB has outsourced cell preservation services. Even in this case, SSCB will specifically inform the Client;
- c. The mononuclear fraction from the Client's peripheral blood will be stored at the aforementioned SSCB Center(s), provided that SSCB has received the amount corresponding to the payment method chosen by the Client in accordance with the provisions of Exhibit 4.

5. Direct payment by the client and consequences of non-payment, even partial.

The invoice for the balance of the amount due will be sent to the Client upon signing this contract. The Client may choose to pay the full amount of the service at the time of signing. Alternatively, the Client is required to pay 50% of the cost of the chosen service (as indicated in Attachment 4) upon signing the contract. The remaining 50% must be paid upon receipt of the certificate of successful storage

In addition, the Client has the option to defer payment of the amount due in monthly installments as specified in Annex 4. In this case, the non-divisible installment of CHF 2'000.- must be paid upon signing the contract, while the remaining balance can be accrued according to the options detailed in Annex 4."

In the event that the Client is granted, in writing, an extension of time for payment and/or payment terms other than those previously stated, or if the Client requests SSCB (or EternaCell) services not billed at the time of the preparation of Exhibit 4, a separate invoice will be issued, to be paid within 30 days. In the event of late payment, the late payment interest charged will be 5% per annum.

In the event of any non-payment, even partial, of the amounts owed by the Client, EternaCell on behalf of SSCB will send a formal notice, granting a period of fifteen days to fulfill the payment obligation, with the warning that failure to comply will result in the termination of the contract. In the event of termination of this contract due to non-payment, even partial, of the amounts owed by the Client, the Client waives all rights to the biological sample stored by SSCB and any claims related to it. SSCB will then have the right to destroy the sample, retaining any amounts already collected, without forfeiting the right to claim the full amount contractually owed.

In the event of any impediment to the preservation of the Client's mononuclear fraction, or in the event that SSCB exercises its right to refuse to preserve the same, SSCB will retain the amount corresponding to the expenses incurred and substantiated by SSCB and reimburse the Client for any

additional amount already paid to SSCB, if any.

6. Client representations and warranties

The Client represents and warrants the following:

- a. The peripheral blood drawn is the property of the Client, who is in every way authorized to decide what to do with it after consulting with the physician;
- b. If the Client is a minor or incapacitated, the parents or legal guardian will sign this agreement; In this case, the parents or the (one or two) legal guardians are jointly "the client". Parents guarantee that all legal guardians are involved in the decision-making process.
- c. Client has had an opportunity to review this Agreement and any other documents or forms whose signature is required, including the Informed Consent and attachments, and has read with due attention all of the provisions set forth herein.
- d. The decision to collect peripheral blood, to perform Blood Testing, and to obtain and store blood is a completely voluntary act on the part of the Client, who was not coerced in any way;
- e. The Client has been given the opportunity to evaluate with a competent physician, not directly or indirectly associated with EternaCell or SSCB, every aspect related to the collection, transport, testing, processing, freezing, and storage of the mononuclear fraction from peripheral blood and the possible future use of the latter, including any possible risk associated with the above;
- f. The Client acknowledges that it has received comprehensive information on the conditions, risks, limitations and costs of sample transportation, processing, analysis, freezing and storage activities set forth in this Agreement and the Annexes, which it declares that it understands and accepts.

7. Rights

- a. The Client is authorized to appoint a legal representative in its dealings with EternaCell and SSCB. The Client agrees to promptly inform SSCB (EternaCell for the attention of SSCB) in writing of any change in the legal representation of the peripheral blood sample at any time during the term of this agreement.
- b. Blood components that remain after processing is completed are destroyed by SSCB;
- c. In the event of termination of this Agreement by SSCB (or EternaCell on behalf of SSCB) in accordance with the provisions set forth in "Termination of Agreement" (a), the Client waives all rights to the mononuclear fraction from peripheral blood, and any claims relating to the mononuclear fraction from peripheral blood. SSCB shall have the right to remove the mononuclear fraction from peripheral blood. In the event of termination of this Agreement pursuant to the provisions set forth below under "Termination of Agreement" (b) and (c), the Client shall notify SSCB (EternaCell for the attention of SSCB) of its intentions regarding the mononuclear fraction from peripheral blood within 30 days of notification of termination - specifically, whether the mononuclear fraction from peripheral blood is to be removed by the Client. In the absence of such notice from the Client, the mononuclear fraction from peripheral blood will be destroyed.
In the event of expiration of the term of the Agreement, the Client may request the return of the mononuclear fraction from peripheral blood by registered letter to be received by EternaCell for the attention of SSCB no later than 30 days prior to expiration. Such return will be billed as a peripheral blood recovery as per Article 9 herein. In the absence of notice from the Client, the mononuclear fraction from

peripheral blood will be destroyed.

- d. In the event of the death of the Client, the heirs, as recognized by the certificate of inheritance or equivalent document, may decide, within a period of one year, whether to request the destruction of the mononuclear fraction from peripheral blood, donate the mononuclear fraction from peripheral blood for research purposes, or request the recovery of the mononuclear fraction from peripheral blood as per Article 9. The decision of the Client's heirs must be expressed in writing to EternaCell for the attention of SSCB. In case of request for retrieval or donation, SSCB will reimburse the heirs CHF 20.- for each year from the date of communication to the date of expiration of the agreement. After the expiration of 1 year, SSCB is authorized to destroy the mononuclear fraction from peripheral blood. In this case, no amount will be paid to the client's heirs.

8. Recovery of mononucleated fraction from peripheral blood

The mononuclear fraction from peripheral blood stored in accordance with the provisions herein must be accessible or available for delivery at the SSCB Storage Center(s) during standard working hours on working days. For this reason, the Client agrees to adhere to the deadlines agreed upon with SSCB (or EternaCell on behalf of SSCB) (e.g., by going to the designated day at the collection point) and to give timely notice of any changes.

9. Exclusion of warranty

The Client acknowledges that neither SSCB nor its Broker EternaCell nor their agents and/or auxiliaries, within the meaning of Article 101 CO, have made any representations or warranties of any nature or kind, whether express or implied, to the Client. Client acknowledges and accepts the following express disclaimers by EternaCell and SSCB:

- a. EternaCell and SSCB expressly disclaim any warranty referring to the future use, therapeutic or otherwise, of the mononuclear fraction from peripheral blood.
- b. EternaCell and SSCB expressly exclude any liability in the event that medical professionals appointed by the Client are unable to collect peripheral blood, or that such personnel are unable to collect a sufficient volume of peripheral blood for storage purposes and for future cellular therapies.
- c. EternaCell and SSCB exclude providing any type of medical service, medical advice, or performing any other function other than that expressly set forth in this Agreement. In addition, EternaCell and SSCB expressly exclude any commitment to provide any other type of service.
- d. SSCB as Service Provider applies the highest quality standards on the market, being regularly inspected by Swissmedic. As an additional guarantee for the Client, SSCB is regularly inspected by an international certifying body following which the certification is renewed. However, the Client acknowledges and accepts that SSCB cannot provide a guarantee that cryopreserved biological material will not deteriorate due to force majeure, such as natural and biological events that cannot be determined in advance.
- e. Future uses of the cryopreserved cells are not covered by this contract but governed by separate agreements.

10. Limitation of liability

In case of total or partial loss, deterioration, or destruction of mononuclear fraction from peripheral blood, the liability of EternaCell and/or SSCB is excluded in case of slight and middle negligence (Art. 100 CO). Liability is limited to gross negligence and intent. Liability for all indirect damage, loss of data or consequential damage, such as loss of use, loss of profit or loss of earnings is excluded in full. In particular, any

liability for the durability and suitability of the sample or the possibility of achieving any therapeutic success or goals with the sample is completely excluded.

In the event that liability is established for EternaCell and/or SSCB, in accordance with the preceding paragraph, the Client expressly agrees and accepts that the resulting damage shall be limited to the reimbursement of an amount equal to the amount paid by the Client to SSCB under this agreement.

11. Rescission of the Agreement

This agreement may be terminated (a) by SSCB (or EternaCell in behalf of EternaCell and SSCB) in the event of failure to timely pay the amounts set forth herein (b) by mutual agreement of the parties or (c) upon notice of termination notified in writing to EternaCell for the attention of SSCB by Client.

Except as expressly set forth herein, if this Agreement is terminated for any reason by SSCB (or EternaCell on behalf of SSCB) and/or the Client, the Client shall be obligated to pay for all services provided, plus a lump sum indemnity in favor of SSCB in the amount of CHF 300.- resulting from the early termination. Upon termination of the Contract, all mutual obligations between the Parties shall be deemed terminated, except as expressly provided herein.

12. Applicable law, jurisdiction and venue

- a. The Contract shall be governed, supplemented, and interpreted in accordance with Swiss substantive law, to the exclusion of the rules of Swiss private international law or any treaty or convention signed by Switzerland.
- b. Subject to any mandatory legal provisions, any legal action brought against EternaCell, SSCB or Client in connection with a dispute arising out of or relating to the Contract shall be brought before an ordinary court in Lugano. EternaCell, SSCB and Client expressly agree to the jurisdictional exclusivity of such court, waive any exceptions with respect to venue, and irrevocably agree to be bound by any judgment rendered by such court with respect to this Contract. The right to appeal to higher courts in Switzerland remains reserved

13. Protection of Client's Personal Data

EternaCell and SSCB declare that all information (personal data and so-called "special categories" of data, particularly those concerning health) acquired and received by the Client under this Agreement will be treated confidentially, as required by current legislation (including GDPR 2016/679), and used exclusively for contractual purposes, including health activities, aimed at assessing the suitability for separation and storage of mononuclear fraction from peripheral blood.

Identifying data such as name, date of birth, address, phone numbers and e-mail are necessary to reach the Client, in execution of the contract between the Parties, and will be used to track the connection of the mononuclear fraction from peripheral blood to the Client. The Client's mail or e-mail address will be used as a preferred means of communication to receive/send biological and medical/scientific information, or through a dedicated cloud-based encrypted document delivery service.

Personal data will be processed in paper and electronic form with the adoption of all appropriate security measures to protect confidentiality, integrity and availability, with particular attention to limiting physical access to paper documents and logical access to electronic documents.

Personal data related to the Client will not be disclosed to third parties, except and exclusively in cases provided by law and regulations or with the request/consent of the Client, such as

for the provisions on communicable infectious diseases.

The personal data described above may be stored by EternaCell and SSCB in accordance with national and international legislation. Although Switzerland is a non-European Economic Area country, the country is covered by an adequacy decision of the European Commission regarding the level of protection of personal data.

In addition, EternaCell and SSCB acknowledge and agree that the information transmitted by Client under this Agreement is confidential and sensitive in nature and agrees to treat it in accordance with the Swiss Federal Data Protection Act (DPA).

Data storage will last for the duration of the contract and in any case for no less than 30 years, as required by current Swiss legislation and accreditation standards on stem cell storage.

The Client expressly acknowledges the disclosure of information regarding services provided under this agreement, to the hospital, laboratory or physician providing services to the Client who has signed the appropriate contract with SSCB and EternaCell.

The Client has the right to access personal data at any time and request its rectification, as provided for in Articles 15-16 of EU Regulation 2016/679. The Client also has the right to request the restriction of the processing and deletion of data (where applicable beyond the limits imposed by law) and, in any case, to lodge a complaint with the competent supervisory authority for alleged violations of the applicable data protection legislation.

The owner of the processing of personal data (in coordination for SSCB and EternaCell) is:

EternaCell SA, Piazza dell'Indipendenza 3, 6900 Lugano

The data protection officer of EternaCell can always be contacted at:

- VGS Data Protection Partner GmbH
Am Kaiserkai 69, 20457 Hamburg, Germany
- info@datenschutzpartner.eu

This data protection manager is also responsible for requests regarding SSCB under this contract.

By signing this contract, the Client expressly authorizes the EternaCell and SSCB companies to present, promote and communicate, both through its own channels and through third parties, products, projects, services and communications, either its own or related to those of the aforementioned companies. The Client further agrees that such activities may also be carried out in cooperation with partners, suppliers or other third-party entities authorized by the EternaCell and SSCB companies.

14. Communications

Each party will be required to promptly notify the other party by registered mail of any change in the mailing address provided. Should the Client be forced or decide for any reason to change the referring physician specified in Exhibit 4, for further activities and in particular for the recovery of mononuclear fraction from peripheral blood, the Client shall notify EternaCell for the attention of SSCB in writing. SSCB and EternaCell assume no liability arising from any delay in this notification.

15. Entire agreement

This agreement (including Appendices 1-4) contains the entire understanding and agreement between SSCB (and its Broker

EternaCell) and the Client and supersedes any other previous verbal or written agreement or covenant between the parties relating to the subject matter of this agreement. Of course, this clause will not be applicable in case of a separate agreement signed in accordance with the provisions set forth in this Agreement.

16. Binding effect

All obligations, terms and conditions, provisions and disclaimers covered by this Agreement shall be binding upon and inure to the benefit of SSCB, EternaCell, the Client, legal representatives, their respective heirs and assigns.

17. Severability clause

If one or more of the clauses of this Agreement are determined by the Court or any other competent authority to be illegal and/or unenforceable, that clause shall be deemed, if possible, modified to the extent that it is enforceable, and the other clauses of this Agreement shall continue to be valid.

18. Transfer

EternaCell and SSCB have the right to assign this agreement to any individual, organization, partnership or corporation that provides similar services or intends to provide similar services as a result of such assignment. Should EternaCell or SSCB be acquired by or merged with another company, EternaCell or SSCB will require that the terms and conditions of this Agreement remain valid and effective as a prerequisite to such merger or acquisition. Client's rights under this Agreement may not be assigned. SSCB (and EternaCell on behalf of SSCB) has the right to assign any claims for payment in connection with this Agreement to a third party.

19. Translation

As a result of EternaCell's activities as a broker for SSCB, this Contract may be translated into several languages.

The parties mutually agree that the original text will, in all cases, be the English language text which, upon request, will be given to the Client even if the Client signs the Contract drafted in a different language. In case of any doubt as to the interpretation of certain clauses, the original text of the Contract drafted in English will be considered valid.

20. Withdrawal

The Client has the right to withdraw from the contract without any penalty and without providing any reason, no later than fourteen working days from the signing of this contract. The withdrawal must be communicated to EternaCell SA for the attention of SSCB by sending a registered letter with acknowledgment of receipt to its registered office, or via email to info@eternacell.ch. In case of withdrawal, SSCB is required to fully refund any payment received, without charge to the Client, within fifteen days from the Client's communication of the necessary details for the refund.

ANNEX 2

INFORMED CONSENT TO SEROLOGICAL TESTING

SSCB OBLIGATELY REQUIRES, in connection with specimen processing and peripheral blood storage, the following infectiological tests: HCV serology and qualitative PCR, HBV (HBs Ag, anti-HBc and HBV qualitative PCR), HIV1, HIV1 p24, HIV2 and *Treponema pallidum*. As a general rule, patients are required to undergo these tests at their own expense.

HUMAN IMMUNODEFICIENCY VIRUS AND AIDS

The human immunodeficiency virus (HIV) causes AIDS, for which there is no cure. When a person contracts HIV, the virus enters the bloodstream and destroys certain cells of the immune system, making it impossible to fend off a variety of infections (so-called "opportunistic infections"). HIV itself is not lethal, but related opportunistic infections can lead to death. There are essentially two types of HIV: HIV-1 and HIV- 2.

SPREAD OF HIV

HIV transmission occurs through contact with another person's human body fluids, such as blood, semen or vaginal secretions. There are behaviors that increase the risk of HIV-1 and HIV-2 positive; sharing needles and/or syringes with other people to inject drugs or steroids; getting tattoos, undergoing blood transfusions or organ transplants.

THE HIV ANTIBODY TEST

The HIV antibody test is a routine blood test for HIV antibody screening. In case of a positive result on the anti-HIV1 and HIV2 test, a confirmatory test is required, which must be requested and performed by the person concerned. If, and only if, the confirmatory test produces a positive result, it is possible to conclude that there has been HIV infection. This does not mean that AIDS has been contracted. A negative test means that one is probably not infected with HIV, but it can also mean that the person has been exposed to the virus without having developed antibodies to HIV.

All results are confidential and HIV-related information may be transferred only to the persons specified in this document or to appropriate individuals or legal entities. Please note that any positive HIV1 and HIV2 test results, complete with sufficient information to make it possible to identify the HIV-infected person, must necessarily be forwarded to the Federal Health Office in Bern, Switzerland (CH).

- **I was duly and thoroughly informed by the undersigned physician, both verbally and in writing, about HIV and anti-HIV-1 and anti-HIV-2 antibody testing.**
- **I read and understood the written information for patients given to me about testing. All my questions have been satisfactorily answered. I have the right to keep a copy of the informed consent I provided in writing.**
- **I was given sufficient time to make my decision.**
- **I have personally decided to participate in the tests. I can withdraw my informed consent to the tests at any time, and without justification, without prejudice to any further medical treatment.**
- **I agree to the transmission and storage of results to SSCB to assess my eligibility for the procedure as described in the General Conditions.**

Client (capitalized)	
Name: _____	Surname: _____
Date: _____	Signature: _____
Physician (capitalized) (Not mandatory)	
Name: _____	Surname: _____
Date: _____	Signature: _____

ANNEX 3

INFORMED CONSENT FOR COLLECTION AND STORAGE OF MONONUCLEAR FRACTION FROM PERIPHERAL BLOOD

Client / Customer information.

Human blood is composed of equal parts blood plasma and blood cells. These include erythrocytes (red blood cells), leukocytes (white blood cells) and thrombocytes (platelets). Leukocytes are further subdivided into several types of cells, including lymphocytes and monocytes which, in cooperation with other cells, form the basis of the nonspecific immune system and are called peripheral blood mononuclear cells (PBMCs) because they possess only one cell nucleus. The term lymphocyte refers to two main classes, B lymphocytes and T lymphocytes. PBMCs can be separated by density gradient centrifugation using Ficoll-Paque, which has a density of 1.007 g/mL.

Sampling and extraction of the mononuclear fraction

Peripheral blood sampling is done using sterile disposable material, and after thorough skin disinfection with a 1-minute wait to ensure efficacy, the authorized staff proceeds with puncturing the vein for sampling. It is a controlled and safe procedure and there is no risk of contracting any infectious disease.

The amount of peripheral blood collected must be at least 50 ml. The peripheral blood is collected by authorized personnel in a special collection bag that is immediately sent to SSCB's GMP compliant laboratories in Vacallo by a dedicated courier. At the SSCB laboratories in Vacallo, the blood is separated into its constituent components and the mononuclear fraction is isolated using a GMP-compliant procedure as verified by Swissmedic. (Authorization No. 511334-102633264).

Long-term storage

Cells are analyzed for the presence of microbiological pathogens, counted and cryopreserved in nitrogen vapor until 20 years. This mononuclear fraction should be considered as an intermediate product i.e., the starting material for future advanced cell therapies (ATMPs). More specifically, we have already shown that these cells can be reprogrammed to be de-differentiated and subsequently differentiated, for example into neuronal precursors.

Use of biological material

After the procedure described above, the remaining material will be understood to be discarded and will not be used for any purpose other than those specified in this Informed Consent.

- I was duly and thoroughly informed by the undersigned physician, both verbally and in writing, about the purpose of the treatment.
- I read and understood the written client information given to me about the treatment. All my questions have been satisfactorily answered. I have the right to keep a copy of the informed consent I provided in writing.
- I have been informed that during or after withdrawal I may experience drops in blood pressure, fatigue, and in rare cases fainting; adverse reactions such as difficult withdrawal, hematoma, arterial withdrawal, involvement of some nerve endings may occur.
- I was given sufficient time to make my decision.
- I have personally decided to be involved in the treatment. I may withdraw my informed consent to treatment at any time, and without justification, without prejudice to any further medical treatment.

Client (capitalized)	
Name: _____	Surname: _____
Date: _____	Signature: _____
Physician (capitalized) (Not mandatory)	
Name: _____	Surname: _____
Date: _____	Signature: _____