

**INFORMATION NOTICE**

The purpose of this notice is to inform you on the services covered by the Scéil contract for which you have shown interest by requesting that Scéil send you the contractual documentation.

You must read this notice carefully and have it translated if it is not written in your native language in order for you to fully understand its meaning and its scope. You must also allow sufficient time for a perfectly free and informed consent before returning this notice signed, with the Order and the General Terms and Conditions.

**Benefits of Scéil services:**

By collecting cells today, transforming them now into induced pluripotent stem cells and storing them for a possible later need, you take advantage of the potential advent of the regenerative medicine.

**The process:**

A preliminary medical consultation is carried out just prior to taking a tissue sample. The physician performing these duties will answer any questions that you may have.

Procurement of your skin sample: Upon receipt of your formal agreement and the associated payment, Scéil will organize the procurement of your skin cells either in our Collaborator Procurement Center, either in a Procurement Center of your choice. The skin biopsy will be done using a small skin punch (3mm in diameter, 7 mm depth) after injection sub cutaneous of a local anesthetic. Please ask the physician performing the procurement relating to the process, risks and side effects of the procurement and anesthetic.

Blood testing: During the procurement of your skin samples, a blood sample will also be taken for testing by the Procurement Center or other Physician. The blood testing is an usual virologic analysis, allowing to determine if the collected are infected by the HIV1-2, HCV, HBV, HTLV1-2, EBV, syphilis, CMV, toxoplasma or parvovirus). The physician proceeding to this test will share your personal health data, contained in the biological analysis, to Scéil and its subcontractor, in order for them to ensure that manipulation and storage of your cells are made in the best and safe conditions. You may have access to your personal health data at any time by contacting Scéil or the physician who had analysis your blood. Such results are collected for the sole purpose of safely manipulating and storing your Sample. Scéil warrants not use such results for any other purpose.

You may, at any time before the procurement, refuse to proceed to the procurement of your skin and blood and terminate the contract. In such case, you hereby agree that USD 3,500 (three thousands and five hundred US Dollars) are due to Scéil.

Immediately after procurement, cell samples will be tested and sent to Scéil's processing center where they will be pre-stored pending their conversion into iPS cells and expanded. In parallel some biological tests will be performed on your samples, the results will be communicated to you once available.

Following this, your transformed iPS cells will be sampled, securely and long-term preserved.

The samples collected will be anonymized using an identification key placed on the label. This will protect your identity. The personnel at the laboratory will process the samples without knowing your



identity. Your personal information and identification will be maintained in secured database, with restricted and limited access, independently from the sample tracking system.

## The use of cells stored by Scéil:

The cells collected and transformed by Scéil into iPS cells allowing for them to be stored and maintaining in the best possible conditions with respect to the state of science, permit a potential use in the future, strictly for autologous purposes and in the sole event that, on your instructions or the instructions given by a person you shall have previously authorized to this end, you should ask to benefit from the iPS cells stored by Scéil.

Considering the current state of legislation and science, the use of cells kept in such a way for therapeutic ends is potential; Scéil may not in any way ensure that such a use will indeed be possible within the time allowing you to benefit from it.

Scéil draws your attention to the fact that, if such services allow you to set a date in the future and take advantage of the evolution of science by storing your cells today for the future, Scéil does not warrant, in the current state of science and legislation, a future use of these cells.

You may request release of your iPS Cells at the following conditions:

- (i) in case of a need in the future;
- (ii) when regenerative medicine treatments become available and approved by the competent authorities; and
- (iii) release will be only in accordance with the applicable laws and to third party duly authorized to that effect.

I,

**Certify** having read this notice, obtained if necessary a translation of it into my native language and having perfectly understood its meaning and namely the fact that the **Scéil** services do not provide me with the guarantee of using the collected cell which are only stored for a sole potential future autologous use.

**Certify** that I do not need any further explanation, which I would have otherwise requested in writing.

Date:

Signature:



## ORDER

I,

First Name:.....

Last Name:.....

Gender:.....

Birthday date:.....

Address:.....

.....

.....

Postal Code:.....

Country of residence:.....

Phone number: .....

E-mail:.....

Unique Identification Number: .....

### hereby declare:

- having read the prior information Notice, having obtained from Scéil all answers to questions raised by such information notice, having understood it and signed it;
- knowing that I shall benefit from a medical consent consultation with a physician to whom I shall be able to ask any question, before collection;
- knowing that during this consultation, I will sign the consent form to collect (i) my skin cells in order to be used for the Services purposes, (ii) to give blood sample for analysis as necessary for the safely implementation of the Service, and (iii) to provide my personal data as necessary for implementation of the Service.
- having read the Scéil General Terms and Conditions and having accepted its terms.

**hereby certify** that the information hereinabove is true and accurate. I understand that in the event of any information being found false or incorrect, the present Order may be cancelled at any stage of the completion of the Services, without any compensation due to me, and without prejudice to any potential claim, which may arise against me as a consequence thereof. I shall abide by all Terms and Conditions set out by Scéil.

**hereby undertake** to notify Scéil of any change of address or of e-mail address as soon as possible by e-mail referencing my Unique Identification Number at the following address: [contact@sceil.com](mailto:contact@sceil.com).

**hereby order from Scéil:** (i) the reprogramming of my sample of skin into iPS Cells (induced Pluripotent Stem Cells), (ii) the storage of my cells and my iPS Cells, in compliance with the General sales Terms and Conditions.



**The price of such service is:**

- Payment of 20,000 USD upon signature of the Contract
- Payment of 40,000 USD before the procurement of the cells; and
- Annual fees of 500 USD starting from the third contractual year.

This Order shall enter into force as from Scéil's acceptance delivered after the expiration of a seven-day period during which I may cancel this Order by e-mail referencing my Unique Identification Number at the following address: [contact@sceil.com](mailto:contact@sceil.com).

**Procurement Center:**

☐ I choose to have my skin sample collected and my blood analysis by the following Scéil Collaborator Procurement Center:

.....

☐ I choose to have my skin sample procured and my blood analyzed by the following independent Procurement Center:

.....

If the independent Procurement Center does not have the full authorization and license to collect, and export the skin cells in the Scéil facilities, I hereby understand and acknowledge that Scéil may cancel the present Order.

I may at any time before the collect change my choice, by sending an email to Scéil at the following address: [contact@sceil.com](mailto:contact@sceil.com)



## Authorized Person

☐ To this day, I do not wish to name a person authorized to represent myself on my name and on my behalf in the event I am prevented from giving necessary instructions to Scéil.

☐ I hereby appoint, as the following person authorized to represent myself in the event I am prevented, for a medical reason duly established by a medical certificate, from giving necessary instructions to Scéil, on my name and on my behalf:

First Name:.....

Last Name:.....

Gender:.....

Birthday date:.....

Address:.....

.....

.....

Postal Code:.....

Country of residence:.....

Phone number: .....

E-mail:.....

Date:

Location:

By: \_\_\_\_\_

Signature of the Authorized Person

Date:

Location:

By: \_\_\_\_\_

Your Signature:



## SCÉIL GENERAL TERMS AND CONDITIONS

This document (together with the documents herein referred to) provides you the terms and conditions according to which Scéil provides the Services (as defined hereinafter) to you. Please read these terms and conditions carefully before ordering the Services. By ordering the Services, you agree to be bound by these terms and conditions and hereby acknowledge and agree that, upon sending the Order to Scéil, these terms and conditions and that order will form the agreement between you and Scéil for the provision of the Services (the "Contract").

### 1. Definitions.

**Scéil** is the provider of Services. Scéil is a corporation existing and registered under the laws of Dubai, with registered offices located at Dubai International Academic City - Building 03, First Floor, Executive Office N° 13 - Dubai United Arab Emirates.

**You** means yourself, as natural person, whose details information are given in the Order.

**Acceptance** has the meaning set forth in Section 3.

**Authorized Person** means the person you appointed, in the Order form or during performance of the Contract by a written amendment to the Order, to act on your behalf in the framework of the execution of the present Contract, in the event you become unable to give your instructions yourself regarding performance of the Contract.

**Confidential Information** means any information relating to the execution of this Agreement, including but not limited to your personal data.

**Contract** means (i) the present General Terms and Conditions of Services, (ii) the Prior Information Notice, and (iii) the Order, herein attached.

**First Initial Invoice** means the invoice issued by Scéil upon your request of the present Order.

**iPS Cells** means the induced pluripotent stem cells reprogrammed by Scéil from your Primary Cells.

**iPS Cells Request** means formal request, notified to Scéil by writing, of the release of your iPS Cells to an entity able to use them in a autologous therapeutic treatment for your own and sole benefit.

**Order** means the Services Order you signed.

**Primary Cells** means the fibroblasts developed from your Samples and used as source of your iPS Cells.

**Procurement** means the procurement of your Samples and blood by a Procurement Center in the framework of this Agreement.

**Procurement Center** means a qualified clinic, hospital or physician, which samples your Sample and analyzes your blood. Procurement Center is either a **Scéil Collaborator Procurement Center** (the medical centers collaborating with Scéil for the procurement of your Sample and the analyzing of your



blood) or an **Independent Procurement Center** (any Procurement Center chosen by you which is not a Scéil Collaborator Center).

**Sample** means the skin sample collected from you by a Scéil Collaborator Procurement Center or by an Independent Procurement Center.

**Second Initial Invoice** means the invoice issued by Scéil upon confirmation of your appointment with a Procurement Center.

**Services** means (i) the transformation of the Sample into iPS Cells; and (ii) the storage of Primary Cells and iPS Cells. Services are non therapeutic and do not constitute any medical activity such as, for example, a treatment or a diagnosis.

**Yearly Invoice** means an invoice issued on a yearly basis by Scéil that you due in compensation for storage of your Primary Cells and iPS Cells.

## 2. Your declarations.

- ❖ By placing an order, you warrant that you are legally capable of entering into binding contracts.
- ❖ You declare having requested from Scéil and having received from Scéil the communication of all information regarding Scéil's activities and offer.
- ❖ You acknowledge and declare: (i) having perfect knowledge of the nature of the Services provided by Scéil, through the careful reading of the Information Notice attached to these General Terms and Conditions, (ii) having had sufficient time to understand such notice, and (iii) having obtained from a physician and/or Scéil answers to the various questions raised by such notice, so that your signature on said notice as well as on these General Terms and Conditions testify to your free consent to any order placed with Scéil.
- ❖ You, as far is necessary to reiterate, fully understand that:
  - The Primary Cells and the iPS Cells, stored by Scéil, remain your exclusive property, and are stored by Scéil for the sole purpose of your own and sole potential autologous use to potential therapeutics ends; and on the basis of your sole instructions, or instructions of the Authorized Person as applicable and according to the applicable laws and regulations.
  - The current state of scientific knowledge and practice does not allow, to this day, the use of iPS Cells in a regenerative medicine treatment.

**3. Object and Scope.** Unless otherwise specified in a contract signed by a duly authorized representative of Scéil, the Services provided by Scéil are exclusively subject to the present General Terms and Conditions which shall prevail in the event of a conflict on any other document. Any Order you placed shall be deemed your unconditional and complete acceptance, as of right, of the present General Terms and Conditions, in force the day you sign the Order.

Your order constitutes an offer to buy a Service. No Order shall be deemed complete so long as the Prior Information Notice (herein attached) and these General Terms and Conditions have not been duly signed, initialed on each page and returned to Scéil.





An Order shall only be deemed part of the Contract if it is placed in writing and signed, and has been accepted by Scéil once a seven-day period has expired without cancellation of the Order. No Order shall have any legal effect or be binding towards Scéil without Scéil's confirmation of receipt of the payment of the First Initial Invoice (the "Acceptance"). Upon Acceptance, the Services will be provided pursuant to the Terms and Conditions contained herein.

**4. Your Authorized Person.** Scéil acts exclusively on your behalf. No third party is entitled to give instructions relating to the Services on your behalf, unless you have appointed such third party as Authorized Person. In any event, your instructions shall prevail on the Authorized Person's instructions. The Authorized Person's representation capacity shall take effect in the sole event you become legally unable – inability which shall be established by a medical certificate attached to the first instruction given by the Authorized Person. In the event there are several Authorized Persons, the person appointed last shall be the only one empowered towards Scéil.

**5. Price and Payment Conditions.** The sales price of the Services is the one in force on the day of acceptance of the Order. The prices attached to the present General Terms and Conditions are tax free. In the case may be, any additional amount owed for taxes invoiced at the current rate shall be paid by you to Scéil.

Invoices are exclusively paid by bank wire transfer, at your costs to the account which information shall be indicated on invoices. Payment term is upon receipt of invoice, except if otherwise expressly stipulated on such invoice. Once paid, the Service prices are non refundable, except otherwise specified in Section 10.

**6. Performance Term.** The Contract shall begin as from complete and perfect payment of the date of your signature of the Contract. Scéil undertakes to provide its best efforts to provide the Services within a reasonable timeframe.

**7. Information.** The cells (Primary Cells and iPS Cells) maintenance and preservation shall be subject to yearly information sent to the address you provided. You remain solely liable for the validity of the address given to Scéil. You shall notify to Scéil any address change. You shall be the sole responsible, to the exclusion of Scéil's liability, for any consequence your breach to this obligation may have and especially regarding above mentioned Scéil's information obligation.

## **8. Procurement.**

**Procurement by a Scéil's Collaborator Procurement Center.** The Procurement is coordinated by Scéil, with your assistance until the Sample are handed over to the designated courier for transportation and finally delivered to the designated Scéil's laboratories.

**Procurement by an Independent Procurement Center.** You must comply with all applicable laws and regulations of the country in which you choose your Sample to be procured. Scéil shall not be liable for any breach by you of any such laws. Some hospitals, clinics or physicians may refuse requests to collect your Sample for the purpose of the Services and we make no warranty as to the approach which any particular hospital or physician will take.

In the event that there are insufficient Sample procured for Scéil to process them into Primary Cells and iPS Cells or if Scéil determines that storage is for other reasons not possible, no storage will take





place. In such event, Scéil may request an additional Procurement or will reimbursement of your pavement(s) made, in accordance with Section 8.

Scéil shall provide the Services in strict compliance with the applicable laws and regulations of the place of performance of the Services and according to the best industry practices. Scéil will use its best efforts to store and develop your iPS Cells according to the current state of scientific knowledge and practice, and store your Primary Cells and iPS Cells in order to ensure the best quality of the Services.

**9. Duration.** The Cells (Primary Cells and iPS Cells) will be stored and preserved as long as no termination occurs, or no instruction from you or your Authorized Person indicates otherwise, or as long as there is no absence of payment of the yearly preservation cost for a duration of twenty (20) years ("Initial Storage Period").

After the first twenty (20) years period, Scéil will contact you in order for you to give consent, by written, to the renewal of the Contract.

## 10. Termination.

### Termination by you:

At any time before the Procurement, you may terminate the Contract as of right and with immediate effect by sending written notification to Scéil. In such case, the sum of USD 3,500 (three thousands and five hundred US Dollars) is due to Scéil.

At any time after the Procurement, you may terminate, as of right and with immediate effect, the Contract at any time and without cause. In such case, you hereby acknowledge and accept that the sums invoiced by Scéil and entirely paid by you are fully retained by Scéil and that any sum invoiced by Scéil (including but not limited to the yearly maintenance) and not yet paid on the day of termination are entirely owed to Scéil.

### Termination by Scéil:

- **For scientific reasons.** Scéil may terminate the Contract anytime should your Cells cannot be transformed into iPS Cells.

- **At any time until storage of Cells.** You hereby acknowledge that Scéil may terminate the Contract at any time until the storage of your Cells. In such case, Scéil will reimburse you the payments you already made according to Section 5.

- **Lack of Payment of the First Initial Invoice.** You hereby acknowledge and accept that, without payment of the First Initial Invoice, Scéil will not accept your Order and the Order will be automatically and as of right cancelled.

- **Lack of Payment of the Second Initial Invoice.** Any Order accepted by Scéil and not paid by you within 30 days of issuance of the Second Initial Invoice may be terminated as of right 15 days after an unsuccessful formal notice to pay. In such a case, you may ask Scéil for the reimbursement of the payment of the First Initial Invoice. However, you hereby acknowledge and accept that you do not have the possibility to claim any compensation or damages from Scéil.



**- Lack of payment of the Yearly Invoice.** If the Yearly Invoice is not paid within 30 days of its issuance, Scéil will send you a first formal notice to pay within the 30 days following the invoicing date. If the Yearly Invoice remains unpaid despite of such notice, you will receive 2 additional formal notices to pay within the 30 days following the date of each formal notice. If the yearly Invoice remains unpaid three months after delivery of the third notice, the Contract shall be deemed terminated as of right, without any possibility for you or your beneficiaries to claim any compensation or damages from Scéil. If the yearly Invoice remains unpaid three months after delivery of the third notice and if you have designated an Authorized Person, Scéil will send the Authorized Person a fourth notice to pay. If it remains unpaid three months after delivery of the fourth notice, the Contract shall be deemed terminated as of right, without any possibility for you or your Authorized Person to claim any compensation from Scéil.

#### **Consequences of the termination:**

Unless otherwise specified by you in writing, you hereby request from Scéil and give consent to the destruction of your Primary Cells and iPS Cells, upon the termination of the Contract. In addition, you hereby acknowledge and accept that, except otherwise specified in this Section 10, you do not have the possibility to claim any compensation or damages to Scéil due to the early termination of the Contract as above-described.

**11. Release of your iPS Cells at your request.** Scéil will not release the iPS Cells where to do so would contravene any law. Scéil will only release your iPS Cells to an entity or company duly authorized to receive them in accordance with law in force at the date of your request and on your written request or on your Authorized Person's justified request, or if the release is required by any court order.

The transfer cost of these cells shall be invoiced to you and the transfer shall be effectively done after entire payment of such invoice, unless the transfer is organized by iPS Cells recipient at its own costs. In any case, the iPS Cells transfer shall occur at your sole risk and/or at the sole risk of the recipient of your iPS Cells as above-described.

Scéil will use all reasonable endeavours to deliver your iPS Cells on any requested date but you must give us as much as possible and you acknowledge and agree that we will not be responsible for any delays in delivery beyond our reasonable control.

#### **12. Confidentiality and personal data.**

12.1 Scéil undertakes to keep strictly confidential any and all information related to you, including your personal data and to use said information for the sole purpose of the provision of Services and execution of the Contract. Notwithstanding the foregoing, you hereby give consent that Scéil may and shall disclose all or part of your Confidential Information to its subcontractors assisting it in the performance of the Services. In addition, Scéil is released from its confidentiality obligation in case of all or part of your Confidential Obligation is required to be disclosed by law, regulation or court order, in which case, Scéil shall inform you of such requirement of disclosure.



12.2. You hereby expressly consent to the collection, holding and processing by Scéil and its subcontractors of your personal data and any other Confidential Information, for the sole purpose of the performance of the Services, execution of the Contract, administration of contracts, orders and invoices and/or for commercial prospecting.

12.3 You hereby expressly consent to the transfer of the your personal data to Scéil subcontractors located outside Dubai, in compliance with the law applicable and in force in such countries and to the exclusion of any other. Holding and processing of your personal data by Scéil's subcontractors is used for the sole purpose of completion of the Services.

12.4 You have a right of access, a right of opposition and a right of modification of your personal data. To use these rights, please send an e-mail to the following address: [contact@sceil.com](mailto:contact@sceil.com).

12.6 Your personal health data, contained in the biological analysis of your blood, will be sent to Scéil and its subcontractors by the physician in charge of the testing of your blood. Such results are collected for the sole purpose of safely manipulating and storing your Sample. Scéil warrants not use such results for any other purpose. Your Sample, as well as your data health information will be labeled with a unique reference number. You may have access to your personal health data at any time by contacting the physician who had analysis your blood. You hereby expressly consent to such processing and transfer.

**13. Disclaimer.** Scéil does not offer or warrant any therapy and is not intended or implied to be a substitute for professional medical advice, diagnosis or treatment. Scéil disclaims any warranties regarding the advent or not of a regenerative medicine therapy or any other therapy thanks to the Services.

Scéil reiterates, for sake of clarity, that the Services does not constitute any therapy and does not warrant that Regenerative Medicine from iPS Cells, that is not approved by FDA or other national or international regulatory authorities yet, will be approved by FDA and that iPS cells may result in the Regenerative Medicine. Scéil does not offer or warrant any therapy and is not intended or implied to be a substitute for professional medical advice, diagnosis or treatment.

#### **14. Scéil Liability.**

Scéil's liability and responsibility is limited to its obligations (i) to maintain and preserve the Primary Cells; and (ii) to generate and preserve your iPS Cells.

Scéil liability and responsibility will end on the day of termination, or of instructions by the Client or his Authorized Person, if any.

Scéil shall not, under any circumstances, be liable or responsible for your use of your cells or for third parties' use of your cells further to your instructions.

Scéil shall not, under any circumstances, be liable or responsible for the absence of use of your cells for whichever regulatory, scientific, ethical, therapeutic or any other reasons.

Scéil shall not, under any circumstances, be liable or responsible for any loss or damage caused by Scéil's non-performance of one of its obligations if such non-performance is caused by events outside Scéil's reasonable control, including but not limited to (a) strikes, lock-outs or other industrial action; (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or



not) or threat or preparation for war; (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) Impossibility of the use of public or private telecommunications networks; (f) The acts, decrees, legislation, regulations or restrictions of any government.

In any case, Scéil's liability in its relationship with the Client, regardless of the grounds raised, shall be limited to the sole direct damage suffered by the Client and within the limits of the invoice issued by Scéil and effectively paid by the Client.

**15. Evolution of the Technology, payment methods or laws.** Scéil has the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements.

You will be subject to the policies and terms and conditions in force at the time that you order Services from Scéil, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you, and shall thus be notified to you).

## **16. Miscellaneous.**

In the event a provision of these General Terms and Conditions is deemed or declared null and void or unenforceable, all other provisions shall remain unchanged and fully enforceable. The failure to enforce or the waiver of any term hereof shall not be deemed a waiver of Scéil to benefit from the present General Terms and Conditions.

The present Agreement is binding on you and Scéil and on Scéil's respective successors and assignees.

**17. Applicable law and Jurisdiction.** The Contract shall be governed by and construed in accordance with the Law of the United Arab Emirates and Dubai in particular (excluding the laws of Dubai International Financial Center) and in accordance with the present General Terms and Conditions, which shall be governed by and construed in accordance with above-said Law. It is expressly provided that any dispute of any nature arising out of the sale of the Services shall be brought before the competent civil courts of Dubai (excluding the Dubai International Financial Center's courts), even in the event of plural defendants or of an impleader.

Date:

Client's Signature:

