

California Cryobank, LLC 11915 La Grange Avenue Los Angeles, CA 90025 Telephone: 310-443-5244 Fax: 310-826-1605 Email: forms@cryobank.com

INTERNATIONAL: AUTHORIZATION FOR RELEASE OF SEMEN

This agreement is required to be executed by (i) persons ("**Individuals**") who are owners or recipients of reproductive tissue specimens ("**Specimens**") or (ii) Physicians who wish to place orders for Specimens for said physician's patients (Individual or Physician is referred to herein as the "**Client**") in the event Client elects to have Specimens stored at California Cryobank, LLC ("**CCB**") shipped outside the 50 states of the United States.

- a. An Individual Client must establish an account in his/her own name, by completing and returning the required documents to open an account with CCB, and must complete this International Shipping Agreement.
- b. A Physician Client must open a physician's account with CCB and complete the <u>Physician Agreement</u> and this International Shipping Agreement. A Physician's patients may not place orders using such Physician's account.

The undersigned Client hereby represents, warrants, acknowledges and agrees as follows:

- 1. Client shall make arrangements to prepay in full, in US currency, for any Specimens and/or shipping orders Client places. CCB accepts VISA, MasterCard, American Express, Discover Card, or wire transfers.
- 2. Client shall be responsible for all costs of, or associated with, the shipping, transport, import, export and other handling of the Specimens, including without limitation all transportation and shipping fees, fuel fees, duties, tariffs, taxes, customs fees, customs brokers fees, insurance, and all other transport-related, export-related, or import-related costs and expenses.
- 3. Client shall be responsible for knowing and complying with all laws and regulations of the country to which the Specimens are being shipped, including, without limitation, laws and regulations relating to the importation of, taxes and duties on, and restrictions relating to the purchase, sale, use or possession of, the Specimens.
- 4. All Specimens are shipped in liquid nitrogen vapor tanks (a "**Tank**"). Liquid nitrogen vapor is considered "Dangerous Goods" in some countries, and may be subject to restrictions depending on the carrier and regulations of the country. CCB will notify Client of restrictions of which it is aware, at the time it quotes the shipping fees. Client agrees that only Client's physician or a trained technician will open the tanks.
- 5. The Tank has been validated to retain its temperature for 7 days from the day the Tank is shipped from CCB's place of business. The Tank must remain in the upright position to prevent rapid loss of absorbed liquid nitrogen. Failure to do so can lead to accelerated loss of the Tank's ability to retain cryogenic temperatures. If Specimens need to be kept longer, the Client must make arrangements for long term storage in liquid nitrogen.
- 6. IF APPLICABLE A \$500.00 (U.S. dollars) tank deposit may be added to Client's order for each shipping Tank. The tank deposit will be refunded to Client within fourteen (14) business days after the Tank is returned in reasonable reusable condition to CCB.
- 7. Client is responsible for arranging the return shipment to CCB of the Tank by the return date listed on the Tank's packing slip. A prepaid return label is included with each shipment.



- 8. Client acknowledges and accepts that there are inherent risks in moving, transferring, and shipping Specimens. Risks include, but are not limited to Tank mishandling, shipping or customs delays, transportation errors, or other errors or delays once the Tank is picked up from CCB by a carrier.
- 9. Once the Tank and Specimens are picked up by the carrier, all risk of loss of the Tank and Specimens shall be borne by Client. CCB shall not be responsible for any Tank or Specimens lost or damaged in any way (including without limitation any degradation in quality of the Specimens) for any reason, including, without limitation, due to any act, failure to act, error or omission on the part of any person or entity, including without limitation, any agent or carrier. CCB shall not be liable for, nor shall there be any fee adjustment, refund, or credit of any kind as a result of, any loss, damage, delay, mis-delivery or non-delivery of Tanks or Specimens.
- 10. CCB shall not be responsible or liable for any loss, liability or damage suffered by Client, whether direct, indirect, consequential, special or otherwise, due to any act, failure to act, error, or omissions of any person or entity, including without limitation any agent or carrier, except as may result solely from CCB's negligence. CCB shall not be liable for, nor shall any adjustment, refund, or credit of any kind be made as a result of, any loss, liability, damage, delay, mis-delivery or non-delivery, except such as may result solely from CCB's negligence. Without limiting the generality of the foregoing, CCB shall not be responsible or liable for any mishandling, mislabeling or other errors in identification or delivery to Client of Specimens, except those that resulted solely from CCB's negligence occurring prior to CCB's delivery of such Specimens to the carrier. In the event CCB is found to be liable to Client for any loss, liability or damage suffered by Client, Client's sole right and remedy shall be a refund of the fee paid by Client to CCB for the Specimens.
- 11. Shipments are only authorized to be transported to the physician addressed below. In the event that a new physician is obtained or the mailing address of the current physician changes, a new authorization must be submitted.

		Client Information						
Specimens will be ship	oped: 🗆 To the United States	□ Outside the Unites	States					
Value Added Tax Identification Number (VAT)/Tax ID:		(Required for customs clearance	e. Number obtained f	from the party	responsible for p	paying duties & taxes)		
Client Name (Print):	First	Middle	Last			Suffix		
Client Signature:				Date:	/	/		
Account Number (CC								
Physician Information								
Physician Name:								
	First Middle		Las	st		Suffix		
Facility Name:			Website:					
Facility Address:								
	Sta	ate/	Postal					
City:	Prov	vince:	Code:		Country:			
Telephone:		Fax:						
Contact Name:								

12. This authorization is valid for two (2) years from the date of signature.



Shipping Address (if different from facility address)							
Contact Name:							
State/	Postal						
Province:	Code:	Country:					
	Fax:						
	Co State/	Contact Name: State/ Postal Province: Code:	Contact Name:Contact Name:Contact Name:Contact Name:Country:Country:Country:				

Document must be faxed, emailed, or mailed to: Fax: (310) 826-1605 E-mail: forms@cryobank.com Address: California Cryobank Life Sciences, Attn: New Accounts 11915 La Grange Avenue, Los Angeles, CA 90025 Please keep a copy for your records