

DONOR RESERVE PROGRAM ADDENDUM TO DONOR SEMEN SERVICES AGREEMENT (FORM A3)

You must sign this Addendum to the Donor Semen Services Agreement (Form A3) (this “**Addendum**”) if you are purchasing from California Cryobank LLC (“**Cryobank**”) under the Donor Reserve Program. Clients choosing the Donor Reserve Program must agree to and acknowledge the following terms and conditions of the Donor Reserve Program, effective upon the date of their signature (“**Effective Date**”).

All of the terms and conditions of the Donor Semen Services Agreement shall remain in effect and shall apply to this Addendum except for those expressly modified or deleted by this Addendum. If there is a conflict between the Donor Semen Services Agreement and this Addendum, that particular provision of the Addendum in conflict will prevail over the Donor Semen Services Agreement. All terms not defined in this Addendum shall be as defined in the Donor Semen Services Agreement.

The Donor Reserve Program gives Clients access to donors with a limited number of Specimen vials held by Cryobank so that, depending upon the Program level selected, the Client may be the only family purchasing the donor’s Specimens (under Platinum Reserve) or only one of up to ten (10) families purchasing the donor’s Specimens (under Silver Reserve), as more fully described in this Addendum.

1. OPTIONS UNDER THE DONOR RESERVE PROGRAM

Both the Platinum Reserve and Silver Reserve options provide limited numbers of “**Family Units**” of a donor, as further described below. One Family Unit consists of four (4) premium vials (IUI or ICI vials) and one (1) IVF vial of the selected donor.

Platinum Reserve. Under Platinum Reserve, only one Family Unit of a donor is available for purchase from Cryobank and therefore Clients who select the Platinum Reserve option will reserve all the available vials Cryobank has of that donor. A Platinum Reserve Client will also have exclusive access to any additional vials Cryobank may have of their donor. Cryobank may have additional vials if there were not enough vials for a full Family Unit; however, Cryobank cannot guarantee that it will have any extra vials of the selected donor. The price for Platinum Reserve is set forth below.

Silver Reserve. Under Silver Reserve, up to ten (10) Family Units of a donor are available for purchase from Cryobank. Silver Reserve Clients will have access to one (1) Family Unit of their donor. Silver Reserve Clients will also have access to any additional Family Units or individual vials of their donor for an additional fee and on a first-come, first-served basis. Cryobank cannot guarantee that it will have any extra Family Units or vials of the selected donor. The price for Silver Reserve and additional vials are set forth below.

2. ADDITIONAL BENEFITS OF DONOR RESERVE PROGRAM CLIENTS (BOTH PLATINUM RESERVE AND SILVER RESERVE)

Donor Reserve Program Clients (both Platinum Reserve and Silver Reserve) will receive up to five (5) years of free storage for any Family Units or individual vials purchased under the Donor Reserve Program. At the end of the five (5) years, storage fees will be assessed at Cryobank’s then-current rates.

Donor Reserve Program Clients will receive free shipping for any vials purchased under the Donor Reserve Program.

3. RESTRICTIONS ON DONOR RESERVE CLIENTS (BOTH PLATINUM RESERVE AND SILVER RESERVE)

Donor Reserve Program Clients may not resell, gift, barter, trade, donate or in any other way transfer any Family Unit or vials purchased under the Donor Reserve Program to any other person at any time. The only person(s) who may use the Specimens purchased under the Donor Reserve Program are those who have signed this Addendum.

Donor Reserve Program Clients may cancel and receive a full refund during the thirty (30) day period following the Effective Date (“**Refund Period**”) as long as none of the vials has shipped. After the Refund Period, no refunds will be provided for any reason. No vial exchanges nor vial buybacks are available under the Donor Reserve Program. Therefore, Clients do not have access to, and may not take advantage of, the following Cryobank programs: Vial Exchange Program, Vial Buyback Offer.

4. NO ADDITIONAL REPRESENTATIONS AND WARRANTIES

Cryobank cannot and does not represent or warrant that the donor in the Donor Reserve Program selected by the Client has not in the past donated, or will not in the future donate, sperm to another sperm bank or any other entity unrelated to Cryobank. Cryobank has no control over and makes no representations or warranties regarding the number of children donor may have had or will have in the future. Cryobank can only represent exclusivity with regards to Cryobank and in no way makes any representation other than with respect to donations made through Cryobank.

Further, if Client is a Silver Reserve Client, Cryobank cannot and does not represent or warrant that another Silver Reserve Client would not transfer one or more of the embryos created using the Silver Reserve donor to other parent(s) outside of the group of Silver Reserve Clients. Cryobank does not expect such a transfer to occur as the Silver Reserve Clients are choosing a certain level of exclusivity within Cryobank; however, Cryobank cannot guarantee that such transfer and ultimately the birth of a child or children into a family outside of the Silver Reserve Clients will not occur.

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5. DONOR RESERVE PROGRAM PRICING

Check one:

☐ Platinum Reserve: \$70,000 for a Family Unit. Individual vials for the Platinum Reserve donor (if such are available) are at no extra cost.

☐ Silver Reserve: \$35,000 for a Family Unit. Additional Family Units (if such are available) are at a cost of an additional \$35,000. Individual vials (if such are available) are at a cost of \$3,000 each.

Print Client's Name: _____ Date of Birth: _____

Client Signature: _____ Date: _____

Telephone Number: _____

This document must be completed in the Client's online account or may be e-mailed, mailed or faxed to:

- forms@cryobank.com
- CALIFORNIA CRYOBANK, Attn: New Accounts, 11915 La Grange Avenue, Los Angeles, CA 90025
- **Fax: (866) 625-7336 (US and Canada) (310) 826-1605 (International)**

Website: www.Cryobank.com

Please keep a copy for your records