

## DONOR SEMEN SERVICES AGREEMENT

California Cryobank, LLC (“**Cryobank**”) provides frozen donor sperm specimens (“**Specimen(s)**”) and the storage of these Specimens is subject to the following conditions. Please read this agreement carefully.

### 1. SCOPE

This Donor Semen Services Agreement (“**Agreement**”) is between Cryobank and you (the “**Client**”), and applies to the Client’s purchase and storage of Specimens and related Cryobank services.

### 2. PURCHASE OF SPECIMENS

Cryobank accepts orders for the purchase of Specimens on its website and by telephone through its Client Services Representatives. Orders cannot be placed by email or facsimile. In order to purchase Specimens, the Client must (a) select a Specimen donor from Cryobank’s donor catalog and (b) pay for the Specimen(s), as set forth in Section 8 (Terms and Fees) below, at Cryobank’s then current Specimen fees. All purchases are final, and there are no refunds or exchanges, except pursuant to Cryobank’s Vial Exchange Program, Vial Buyback Offer, or order change rules. Specimen fees and the terms of the Vial Exchange Program, Vial Buyback Offer and order change rules are subject to change without notice.

### 3. SPECIMEN QUALITY

Cryobank is committed to providing quality Specimens. Cryobank evaluates Specimens to ensure that they meet Cryobank’s current quality standards. A post-thaw analysis of sperm count and motility is included with every Specimen shipment. IUI specimens are processed and ready for intrauterine insemination. ICI specimens are processed and ready for intracervical insemination.

### 4. SPECIMEN STORAGE AND SERVICES

Client shall pay in advance for all services and storage at Cryobank’s then current rates as set forth in Section 8 (Terms and Fees). Client may request that Cryobank store Client’s Specimens for a specified period of time (the “**Initial Storage Period**”). The Initial Storage Period shall be extended automatically for successive six (6) month periods (each a “**Renewal Period**,” and together with the Initial Storage Period, the “**Storage Period**”), unless Client notifies Cryobank in writing 30 days in advance of the renewal that Client does not wish to continue storage. If the Specimens are retrieved then the storage provisions are not applicable.

Client may also purchase additional storage options at any time before the end of the current Storage Period.

Each Renewal Period shall be at Cryobank’s then current rates. Client acknowledges and agrees that Client’s sole remedy for any loss, damage or destruction of Specimens during storage shall be the liquidated damages described below in Section 13 (Limitation of Liability).

Cryobank will hold newly-ordered Specimens as an “open order.” Specimens that are not retrieved or enrolled in long-term storage within the open order period as specified on the website will be automatically enrolled in a six (6) month Initial Storage Period at Cryobank’s then current storage rates and will automatically renew for successive six (6) month Renewal Periods pursuant to the above paragraph.

### 5. RELEASE OF SPECIMENS

Prior to any retrieval of Specimens, Client’s healthcare provider must complete and submit to Cryobank an A1 Authorization for Release of Semen form. Each authorization form is valid for two (2) years. The authorization includes the names of the persons to whom the Specimens can be released including to Client, Client’s healthcare provider, or other storage facility. A new authorization form must be completed and submitted if Client changes Client’s healthcare providers. Alternatively, if Client is planning an at-home insemination (AHI) procedure and not engaging the services of a healthcare provider in her insemination procedure, Client must complete and submit to Cryobank an H1 Authorization for Release of Semen for At Home Insemination form (unless AHI is otherwise prohibited by a State regulatory authority).

Subject to the limitations set forth in Section 6 (Changes Restricting or Preventing Specimen Release) below, Cryobank will release Specimens to the persons designated on the authorization form at the addresses on the authorization. Upon Client’s request, Cryobank will ship Specimens on Client’s behalf via a commercial shipping service. Specimens will be deemed to be retrieved by Client when accepted by the shipper. Client accepts full responsibility for the Specimens during shipping.

Alternatively, Client may choose to pick-up Client’s specimens at designated Cryobank locations, provided that Client’s healthcare provider did not specify that client pick-ups are not allowed. Client must arrange for such pick-ups in advance. Client’s purchased specimens will be placed in dry shipper tanks with handling instructions. Client is responsible for returning the tank, undamaged, to Cryobank within the number of days specified in the instructions from the date of pick-up. Client accepts full responsibility for the tank once it is picked up and accepts all financial responsibility including late tank return fees and/or damaged, lost, or stolen tank(s). A tank will be considered lost if it is not returned within thirty (30) days, and Cryobank will charge the credit card associated with Client’s account for tank replacement costs. If no credit card is associated with Client’s account, Client will be billed and liable for tank replacement costs.

### 6. CHANGES RESTRICTING OR PREVENTING SPECIMEN RELEASE

Changes to donor screening requirements or the discovery of new medical or genetic information about a donor may restrict or prohibit the release of Specimens. If the release of Specimens is restricted, a genetic acknowledgement form may be required from Client and Client’s healthcare provider

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prior to the release of the Specimens. Under such circumstances, Cryobank may not release the Specimens or may be prohibited from releasing the Specimens. Client agrees and accepts the risk that the Specimens may be restricted or prohibited from release due to changes in donor screening requirements or the discovery of new medical or genetic information about a donor.

### 7. AVAILABLE AND UPDATED GENETIC AND/OR MEDICAL INFORMATION

Client and Client's healthcare provider acknowledge that: donors may be carriers for certain inheritable conditions or diseases; Cryobank uses a third-party to test for a subset of, but not all, such conditions and diseases; and results from a donor's routine carrier screening which Cryobank has had performed, including any "positive carrier" status results, have been made available to Client and Client's healthcare provider on Cryobank's website in the form of a "Genetic Test Summary." It is the responsibility of both Client and Client's healthcare provider to assess and determine the suitability or non-suitability of any donor based on paired genetic information with either an Intended Parent or with any other gamete donor who may be paired with the donor's gametes. Client acknowledges that all carrier status testing is also limited by current detection sensitivity and accuracy rates, so that there is a small, but real, possibility that any negative carrier status testing result is a "false negative," meaning a particular donor may in fact have a positive carrier status that current testing processes did not detect. Client should consult with Client's healthcare provider(s) to assess all known, reported genetic information as well as the potential of currently unknown or unreported genetic information in choosing a donor.

It is possible that updated genetic and/or medical information may become known to Cryobank after Specimens have been distributed by Cryobank. With the passage of time between Cryobank's storage or distribution of Specimens and their use, it becomes more likely that such information may arise prior to any Client using Specimens or embryos created from them. While Cryobank may from time to time get and share updated clinically significant medical and/or genetic information with Client and Client's healthcare provider, it is up to Client, prior to using any Specimens obtained from Cryobank, to contact: (I) Client's healthcare provider; and (II) Cryobank, for any such updated information of which Cryobank may have become aware. Client acknowledges and agrees that under some circumstances, Cryobank may have shared such updated information only with Client's healthcare provider, in which event, whether or not Client would be informed of such updated information would be entirely dependent upon Client's contacting Client's healthcare provider and receiving such updated information from Client's healthcare provider.

Although Cryobank is not obligated hereunder (or otherwise) to disclose or share with Client or Client's healthcare provider any updated clinically significant medical and/or genetic information, in the event Cryobank does share any such updated information, Client should consult with Client's healthcare provider(s) including a genetic counselor who can discuss with Client the potential significance of such information. Cryobank is not a medical provider, and cannot provide medical advice, but upon request, will refer Client to genetics counselors for that purpose.

Notwithstanding the foregoing, nothing contained herein shall be deemed to impose upon Cryobank any duty or obligation to share with Client or Client's healthcare provider any updated information about a donor or Specimens of which it becomes aware, whether or not it is determined that such updated information is, or may be, clinically significant or actionable medical and/or genetic information. Furthermore, no assurances can be given that donors will provide to Cryobank, or that Cryobank will receive or come to know of, any such updated information, notwithstanding any contractual or other obligations, if any, on the part of donors to so provide Cryobank with any such updated information.

### 8. TERMS AND FEES

Payment for Specimens, Specimen storage and other services must be made at the time of order. Cryobank accepts payment by major credit cards or check (Cryobank does not accept cash). However, a check must be received and the funds must be cleared at least one (1) week before an order is placed. If Client pays by credit card, Client hereby acknowledges that Client is authorized to use the credit card and Client authorizes Cryobank to charge the credit card for service and storage fees due including for automatic Renewal Periods as specified in Section 4 (Specimen Storage and Services). Cryobank will use reasonable efforts to notify Client of an approaching automatic renewal thirty (30) days before the Renewal Period becomes effective. If Client does not retrieve Client's specimens or extend Client's storage contract prior to the end of the storage period, Cryobank will charge Client's credit card for the Renewal Period. Client's authorization to charge to the credit card the foregoing fees will remain in full force and effect until revoked by Client with written notice to Cryobank. In the event Cryobank is unable to charge the fees to the credit card, Client will be liable to Cryobank for any amount due.

In the event Client fails to pay outstanding balances for more than thirty (30) days, Cryobank has the right, but not the obligation, to terminate this Agreement as set forth in Section 19 (Termination).

### 9. PRIVACY AND NOTICES

Please review the Privacy Policy on [www.cryobank.com](http://www.cryobank.com) to understand Cryobank's practices. It is important for Cryobank and its clients that the privacy of donors is protected and that donors also respect the privacy of clients and offspring.

Client agrees that Client will not, directly or indirectly, through any third party including any electronic database or DNA-testing service, make any attempt to identify or contact a donor or donor's family. Client acknowledges that Client has no right to learn the identity of a donor or contact a donor or donor's family and that Cryobank will not disclose any identifying information regarding a donor. Any donor contact must be facilitated by Cryobank per the Anonymous and Open Donor Contact policies (available at [www.cryobank.com](http://www.cryobank.com)).

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Cryobank is a member of the Generate Life Sciences® family of companies, which includes Donor Egg Bank USA®, Cord Blood Registry® and affiliates ("Generate Affiliates"). Client agrees that Generate Affiliates may occasionally send Client emails or direct mail about products and services that Generate Affiliates feel may be of interest to Client, or that Client has requested. For more information about how we collect and use your information, or how to opt-out of marketing communications, please review our privacy policy at <https://www.cryobank.com/privacy-policy>. Neither Cryobank nor Generate Affiliates will share Client's personal information with any unaffiliated third party for the purpose of solicitation without Client's prior consent.

Notices sent to Client via email or U.S. mail addressed to the most recent email or street address, respectively, provided by Client to Cryobank shall be deemed to meet any notice requirement hereunder. Client is responsible for ensuring that Client's current contact information is up to date as it appears in Client's online account dashboard. Notices sent to Cryobank must be sent by certified U.S. mail to 11915 La Grange Ave, Los Angeles, CA, 90025.

### 10. INDEMNIFICATION

Client agrees to indemnify, defend and hold harmless Cryobank and its affiliates, and each of their shareholders, directors, officers, employees, agents, representatives, contractors, vendors, healthcare providers, successors and assigns from and against any claims, losses, damages, liabilities, demands, offsets, causes of action and expenses, including attorneys' and experts' fees, arising out of or related to any third party action, proceeding, or dispute arising out of this Agreement. For the avoidance of doubt, Client's designated authorized recipient or any other person who uses Specimens that Client purchases hereunder shall be considered a third party pursuant to this Section 10 (Indemnification). Cryobank shall promptly notify Client in writing of any such third party action and Client agrees to immediately assume full responsibility for all costs associated with such matter, including but not limited to attorneys' and experts' fees in connection therewith; provided, however, that Client shall not settle any such action without the prior written consent of Cryobank, which consent shall not be unreasonably withheld. Furthermore, with respect to claims whereby Cryobank is ordered by a court with judicial authority to hold Specimens, Cryobank's indemnification right shall include the payment of all storage fees resulting from the court ordered hold, as well as fees associated with any time expended by employees or agents of Cryobank regarding such court action.

### 11. DEATH OF CLIENT

In the event of Client's death, Cryobank, subject to the provisions of this Section 11 (Death of Client), will (and Client hereby instructs Cryobank to) release Client's Specimens to such person, if any, that Client has designated in writing (the "**Written Designation**") as the person to receive such Specimens upon Client's death (the "**Beneficiary**"). The release of Specimens to such Beneficiary shall be subject to satisfaction of each of the following: (a) receipt by Cryobank of the Written Designation and such other valid documents (satisfactory in all respects to Cryobank in its sole discretion) as Cryobank determines to be necessary to provide appropriate proof of Client's death and Client's valid designation of the Beneficiary, (b) in order to claim Client's Specimens, the Beneficiary must contact Cryobank and enter into a new Donor Semen Services Agreement, and (c) Client's account must be in good standing with no unpaid fees. Until Cryobank receives notice of Client's death, this Section 11 shall not be applicable and the remaining provisions of this Agreement shall continue to apply, including without limitation, the obligation to pay all fees hereunder. If, within thirty (30) days of Cryobank's becoming aware of Client's death, Cryobank has not received the documents required by clauses (a) and (b) above, then this Agreement shall terminate pursuant to Section 18(c) (Termination) and Cryobank may discard or otherwise dispose of Client's Specimens. Cryobank shall have no obligation to seek or find Client's Beneficiary whether or not Cryobank has knowledge of Client's death.

### 12. NO WARRANTIES

EXCEPT AS SET FORTH IN SECTION 3 (SPECIMEN QUALITY), ALL CRYOBANK PRODUCTS AND SERVICES (INCLUDING, WITHOUT LIMITATION SPECIMENS AND THE COLLECTION, PROCESSING, TESTING, STORING, FREEZING, THAWING AND SHIPPING OF SPECIMENS) ARE PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. FURTHER, CLIENT ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFIC DISCLOSURES:

CRYOBANK DOES NOT WARRANT THAT SPECIMENS ARE FREE OF GENETIC DEFECTS OR DISEASES, THAT A PREGNANCY WILL RESULT FROM THE USE OF A SPECIMEN, OR THAT A CHILD BORN USING A SPECIMEN WILL BE FREE OF DISEASE OR MENTAL DEFECTS.

GENETIC DISEASE AND INFECTIOUS DISEASE SCREENING REDUCES THE RISK OF TRANSMITTING INHERITED AND INFECTIOUS DISEASES, BUT DOES NOT ELIMINATE THE POSSIBILITY.

CRYOBANK RELIES ON INFORMATION PROVIDED BY ITS DONORS DURING THE SCREENING PROCESS AND IN PREPARING THE DONOR CATALOG AND OTHER DONOR INFORMATION. ALTHOUGH CRYOBANK TAKES REASONABLE EFFORTS, IN THE CIRCUMSTANCES, TO CONFIRM THE ACCURACY OF THE DONOR DESCRIPTIONS AND DONOR INFORMATION, CRYOBANK DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, OR SUITABILITY OF SUCH INFORMATION OR THE ACTUAL QUALIFICATIONS, CHARACTERISTICS OR DESCRIPTIONS OF ANY DONOR.

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### 13. LIMITATION OF LIABILITY

**Acknowledgement of Risks and Release of Liability.** Client has been advised and understands that there are inherent risks in the collection, testing, processing, freezing, storage, shipping, thawing, and use of semen, including but not limited to damage to the sperm, reduced capacity for fertilization and reduced life span of the sperm after thawing. Except as set forth in Section 3 (Specimen Quality) above, Cryobank does not guarantee against any possible loss, degradation, spoilage, contamination or the like of any portion or all of the semen for any reason, including but without limitation, as a result of Cryobank's negligence or as a result of circumstances beyond Cryobank's control (including but not limited to fire, power outage, natural disaster, terrorist attack or act of war). Client agrees that except as set forth in "Liquidated Damages" below, Client shall not be entitled to any form of damages, compensation, recovery or reimbursement and hereby releases Cryobank from all liability in connection with any loss, damage or destruction of a Specimen due to the risks described in this paragraph or otherwise.

**Liquidated Damages.** The parties stipulate and agree that it would be impracticable and extremely difficult to fix actual damages for the loss, injury, damage, or destruction of Specimens stored under this Agreement. In accordance with California Civil Code, Section 1671, the parties hereby agree that in the event of the loss, injury, damage or destruction of the Specimens caused by Cryobank's negligence or failure to exercise reasonable care in providing storage of the Specimens, liquidated damages shall be the amount of fees paid to Cryobank for such Specimen purchased and the total amount of storage fees paid by Client for the storage period (i.e., the Initial Storage Period or a Renewal Period as the case may be) in which such alleged loss, injury, damage or destruction occurred. The parties stipulate and agree that this declared value is a limit of liability in accordance with California Civil Code Section 1840.

**Release of Cryobank and Related Parties.** Except as expressly provided above under "Liquidated Damages," Client expressly releases Cryobank, its shareholders, directors, officers, employees, agents, representatives, contractors, vendors, healthcare providers, parent companies, subsidiaries, affiliates, successors and assigns (the "Cryobank Affiliates") to the fullest extent permitted by law from any claims, losses, damage, expenses, liabilities, demands, offsets, causes of action and attorneys' fees which Client may have arising out of or in any way relating to this Agreement, including but not limited to the collection, processing, testing, freezing, thawing, sale, purchase, storage, shipping, release, loss, damage or destruction of the Specimens.

**Acknowledgements Regarding the Releases; Waiver of Statutory Provision.** Client acknowledges that by the releases in Section 12 (No Warranties) and this Section 13 (Limitation of Liability) Client gives up any right Client might otherwise have, now or in the future, to sue or otherwise seek money damages or other relief against Cryobank and the Cryobank Affiliates for any reason relating to this Agreement, including without limitation, the collection, testing, processing, freezing, storage, shipping, thawing, sale, purchase of any services, release, loss, damage or destruction of the Specimens or otherwise in connection with services provided by Cryobank pursuant to this Agreement. Client acknowledges that Client is aware of, or by this provision are being made aware of the provisions of California Civil Code Section 1542 and that Client hereby expressly waives and forever gives up said provisions of California Civil Code Section 1542 which section provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

### 14. CONFIDENTIALITY OF INFORMATION

Cryobank agrees to use reasonable efforts to maintain the confidentiality of information provided by Client. This provision shall be deemed not to restrict disclosure required by law, requested by any government agency or public authority, inadvertent disclosures due to the unintentional release of information, disclosures resulting from media attention, disclosures made by individuals, whether or not employed by Cryobank, disclosures of information by computer hackers or any other type of intruder acting without company authorization, releases of information to the hospital, laboratory or any health care provider requesting information for the claimed purpose of providing service to Client, disclosures to professional consultants or advisors to Cryobank, or disclosures as part of a potential or actual sale, transfer or assignment of any or all rights or obligations of Cryobank under this Agreement (in accordance with Section 9).

### 15. NOTIFICATION OF ADDRESS CHANGE

Client agrees to keep Cryobank notified of Client's current address and email address and to notify Cryobank in writing of any change in Client's addresses throughout the term of this Agreement, as stated in section 9 above. Cryobank shall not be required to, and shall have no obligation to initiate efforts to locate Client. In the event that Client fails to notify Cryobank of any change of address, Cryobank shall be deemed to have satisfied any notice obligation hereunder if it provides notice to the Client's address or email address most recently provided in writing by Client.

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### 16. ADDITIONAL REPRESENTATIONS AND AGREEMENTS

Client hereby represents to Cryobank that Client is over the age of eighteen (18) and that Client is purchasing Cryobank's products and services for Client's personal use and not for sale, other commercial purposes, or genetic testing. Client understands that all genetic testing of Specimens must be coordinated by and/or authorized by Cryobank prior to testing. Client acknowledges and agrees that Client is the sole owner of any Specimens purchased from Cryobank. Client represents that Client's Authorization (defined in Section 5, Release of Specimens) is accurate and that Client has consulted with the healthcare provider who signed the Authorization regarding Client's use of Specimens, or another healthcare provider of Client's choosing, if Client has elected at-home insemination.

Client understands that Cryobank requires information on pregnancies and pregnancy outcomes and Client agrees to notify Cryobank within sixty (60) days of each and every pregnancy, birth, miscarriage or other outcome resulting from Client's use of the Specimens. Client also authorizes Cryobank to inquire with Client and Client's healthcare provider if Client does not provide this notification and authorizes Client's healthcare provider to respond to Cryobank's inquiry.

Client acknowledges that neither Cryobank nor the donor has any obligations with respect to children born using Specimens.

Client is responsible for maintaining the confidentiality of Client's account and password, and Client agrees to accept responsibility for all activities that occur under Client's account or password. Client is also responsible for notifying Cryobank in writing of any changes to Client's account profile, including, without limitation, Client's address, phone number and email address.

Cryobank and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at its sole discretion.

### 17. BINDING ARBITRATION

All disputes that arise under this Agreement shall be referred to and resolved by a single arbitrator mutually acceptable to Client and Cryobank. If the parties cannot mutually agree to an arbitrator within forty-five (45) days after either party demands arbitration, then the arbitration shall be conducted by American Arbitration Association and the arbitrator shall be selected according to that organization's procedures and its rules shall govern. Arbitration shall be conducted in Los Angeles, California. Sections 1280 to 1289 of the California Code of Civil Procedure shall govern. The decision of the arbitrator shall be final and binding and may be entered in and enforced by any court of competent jurisdiction and any settlement of any dispute shall be subject to standard confidentiality restrictions.

### 18. GENERAL PROVISIONS

**Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, applicable to agreements entered into entirely between California residents and to be performed entirely within California, and thus without reference to conflict of law principles, regardless of where the Agreement is entered into or is to be performed, and exclusive jurisdiction and venue for resolving all disputes shall be in Los Angeles, California.

**Compliance with Other Laws.** Cryobank makes no representation that its products or services are appropriate for use outside of the United States. Those who choose to purchase or use its products or services in other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

**Severability.** If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement, and shall not affect the validity and enforceability of any remaining provisions, *provided however*, to the extent possible, any such unlawful, void or unenforceable provision shall be modified to make it valid and shall be enforced as modified, and this Agreement shall otherwise remain in full force and effect.

**Force Majeure.** Cryobank shall not be liable for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including but not limited to acts of God, acts of government or military authority, Executive Orders, shortages of supplies, telecommunications failures, electrical failures, transportation delays, earthquakes, fires, floods, labor disturbances, riots, pandemics or wars.

**Amendment.** Cryobank reserves the right to modify and update this Agreement at any time by making changes to existing provisions, adding new provisions, or removing provisions. Any such modifications or updates by Cryobank will be posted on Cryobank's website at [www.Cryobank.com](http://www.Cryobank.com). Cryobank will provide Client with notice of any such modifications or updates to this Agreement, and any such modifications or updates will become effective immediately upon provision of such notice (the "**Notice Date**"). Client may, within thirty (30) days after the Notice Date, provide a written notice of termination described in clause (a) of Section 19 "Termination" of this Agreement (the "**Client Termination Notice**"), in which case, this Agreement, shall continue in effect until the termination effected by such Client Termination Notice. Except as set forth above with the Client Termination Notice, Client's continued use of Cryobank's services, its website, and the services available through the website after any such modifications or updates by Cryobank shall be deemed Client's acceptance of such modifications or updates.



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**Assignment.** This Agreement may be assigned by Cryobank to any individual, association, partnership, corporation or other form of entity which provides a similar service or intends after the assignment, to provide a similar service, whether or not as a part of a sale, transfer or assignment of all or part of Cryobank's business, or for other reasons or in other circumstances. Client may not assign this Agreement without Cryobank's written consent.

**Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties relating to the matters set forth herein. All prior negotiations and understandings relating to the matters set forth herein are integrated into and superseded by this Agreement. This Agreement may only be modified or amended in accordance with the terms of this Agreement set forth above (see **Amendment** paragraph above in this Section 18 (General Provisions)), or by a written document signed by Client and an authorized representative of Cryobank. In the event of a conflict between this Agreement and the Website User Agreement (as it exists on the date hereof, or as it may be hereafter amended), the terms of this Agreement shall prevail. This Agreement will inure to the benefit of Cryobank and its successors and assigns.

**Electronic Delivery.** Facsimile, scanned and/or emailed copies of manually executed, electronically executed or electronically accepted signature pages to this Agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

### 19. TERMINATION

Notwithstanding any other provisions herein, this Agreement shall terminate immediately without further notice if (a) either party delivers thirty (30) days prior written notice of termination to the other party, (b) either party breaches (including, without limitation, for nonpayment of fees) this Agreement and fails to cure the breach within ten (10) days of notification from the other party of the breach or (c) as set forth in Section 11 (Death of Client) above. If Client provides written notice of termination, such notice must be sent to Cryobank by certified mail, return receipt requested, postage prepaid.

Upon the termination of this Agreement for any reason, all obligations of Cryobank for storage of Client's Specimens shall immediately cease. If Client fails to pay outstanding fees within thirty (30) days, Cryobank has the right, but not the obligation, to terminate this Agreement. Upon termination of this Agreement, Cryobank may at its sole discretion (I) repossess the Specimens remaining in storage (in which case, both parties agree that Cryobank's repossession will be considered as payment in full for all outstanding fees), or (II) continue to store the Specimens and seek payment, directly or through a collection agency, from Client for all then outstanding fees plus any additional fees that accrue during the additional storage period, or (III) dispose of the Specimens remaining in storage. There shall be no refund of any fees upon termination of this Agreement. Notwithstanding the foregoing, if this Agreement is terminated pursuant to clause (b) above for an uncured breach by Cryobank, then (1) Cryobank will provide to Client a pro-rata refund of unused storage fees and (2) Cryobank will release Client's Specimens to Client, Client's healthcare provider, or another storage facility as designated by Client in written instructions, provided Cryobank receives such written instructions within thirty (30) days from the date of termination. If Cryobank does not receive such instructions referred to in clause (2) it shall have the rights to repossess or dispose of the Specimens as described in clauses (I) and (III) above. Sections 1, 5-12, and 15-18 of this Agreement shall survive its termination for any reason.

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](mailto: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](http://www.Cryobank.com)

*Please keep a copy for your records*