Donor Sperm and Storage Customer Account Agreement

Scope

This Donor Sperm and Storage Customer Account Agreement ("**Agreement**") shall be in the name of you, the person who plans to carry the pregnancy, a Co-Parent or Intended Parent, or another person (the "**Customer**"), who may obtain information about this Account and authorize shipment of donor semen specimens ("**Specimen**(**s**)") and between Cryobank America LLC ("**CA**"). If you have chosen to use a gestational or surrogate carrier, it is required that that one Intended Parent be listed as the owner of this Account. All related parties are subject to this Agreement which applies to the Customer's purchase and storage of Specimens and related CA services. Please read this agreement carefully.

Specimen Purchasing

CA accepts orders for the purchase of Specimens through CA's website, by telephone through its Customer Services Representatives, or through any of CA's consignment tank programs with CA's partners. Payment for Specimens, storage, and other CA services must be made in full at time of purchase. Customer is solely responsible for all fees and costs relating to the purchasing of CA Specimens, storage, other services, and all charges and matters related to or arising out of any treatment with Specimens ("**Associated Fees**"). The associated costs for services including the collection, cryopreservation, and storage is determined by CA. Orders cannot be placed by email, fax, online chat, or the likeness. CA accepts payment by major credit cards or by check. If a customer pays by credit card or similar, Customer herby acknowledges that Customer is authorized to use the credit card and Customer authorizes CA to charge the credit card for Associated Fees. If Customer makes payment by check, the check must be received, and funds cleared at least one (1) week before services or storage is to commence. All purchases are final, and there are not refunds or exchanges, except pursuant to CA's Vial Buy-Back Program or Vial Swap Offer. Associated Fees and terms of Vial Buy-Back Program and Vial Swap Offer are subject to change without notice.

Specimens

CA collects, processes, stores, and distributes donated Specimens which is tested, screened, and found to meet the sperm donor eligibility established by the U.S. Food &Drug Administration, found at 21 CFR 1271. CA is committed to providing the highest quality specimens. CA will continue to conduct additional testing and screening as found on our print ads, brochures, and website. Additional testing and screening may be added or removed, entirely dependent on and in response to federal regulatory requirements, quality of diagnostic testing, changes in availability, or other reasons. CA will conduct a semen analysis on for each Specimen that Donor has provided, to include pre- and post- thaw analyses. Specimens that do not meet CA quality standards will not be placed in available inventory. The Customer agrees that all materials distributed are for the Customers private use only and shall not be made public or disseminated. Specimens sold to Customer are for the exclusive use of Customer (or gestational carrier) named in this Agreement only. Vials sold by CA are not allowed to be transferred or shared with any other persons other than Customer or Customer's gestational carrier unless by written permission and by CA in its sole discretion. The Customer takes sole responsibility for the selection of Specimens purchased from CA.

Infectious Disease Testing and Screening

CA requires that all Donors be tested for communicable disease prior to, or concurrently with, delivery of the first sample for storage. Testing for communicable disease includes testing for HIV 1 & 2 antibody, Human T-lymphotropic Virus (HTLV) I/II, Cytomegalovirus (CMV) Total Antibody, Cytomegalovirus (CMV) IgG and IgM Antibodies, Chlamydia, Hepatitis B Surface Antigen, Hepatitis C Antibody, Syphilis, Gonorrhea, Nucleic Acid Testing for HIV 1 and Hepatitis B and C viruses, and any other disease or organism that the CA Medical Director may from time to time determine presents a significant risk of contamination to semen donated.

Genetic Testing

A comprehensive review of the donor's genetic susceptibility is determined and is required to meet CA's strict quality control standards before being entered into our program. The following genetic diseases are tested for, and may be subject to change without notice:
11-Beta-Hydroxylase-Deficient Congenital Adrenal Hyperplasia,21-Hydroxylase-Deficient Congenital Adrenal Hyperplasia, 6-Pyruvoyl-Tetrahydropterin Synthase Deficiency, ABCC8-Related Hyperinsulinism, Adenosine Deaminase Deficiency, Alpha Thalassemia, Alpha-Mannosidosis, Alpha-Sarcoglycanopathy, Alstrom Syndrome, AMT-Related Glycine Encephalopathy, Andermann Syndrome, Argininemia, Argininosuccinic Aciduria, ARSACS, Aspartylglycosaminuria, Ataxia With Vitamin E Deficiency, Ataxia-Telangiectasia, ATP7A-Related Disorders, Autosomal Recessive Osteopetrosis Type 1, Bardet-Biedl Syndrome BBS1-Related, Bardet-Biedl Syndrome BBS10-Related, Bardet-Biedl Syndrome BBS12-Related, Bardet-Biedl Syndrome BBS2-Related, Beta-Sarcoglycanopathy, Biotinidase Deficiency, Bloom Syndrome, Calpainopathy, Canavan Disease, Carbamoylphosphate Synthetase I Deficiency, Carnitine Palmitoyltransferase IA Deficiency, Carnitine Palmitoyltransferase II Deficiency, Cartilage-Hair Hypoplasia, Cerebrotendinous Xanthomatosis, Citrullinemia Type 1, CLN3-Related Neuronal Ceroid Lipofuscinosis, CLN5-Related Neuronal

Ceroid Lipofuscinosis, CLN6-Related Neuronal Ceroid Lipofuscinosis, Cohen Syndrome, COL4A3-Related Alport Syndrome, COL4A4-Related Alport Syndrome, Congenital Disorder Of Glycosylation Type Ia, Congenital Disorder Of Glycosylation Type Ib, Congenital Disorder Of Glycosylation Type Ic, Congenital Finnish Nephrosis, Costeff Optic Atrophy Syndrome, Cystic Fibrosis, Cystinosis, D-Bifunctional Protein Deficiency, Delta-Sarcoglycanopathy, Dysferlinopathy, Dystrophinopathy (Including Duchenne/Becker Muscular Dystrophy), ERCC6-Related Disorders, ERCC8-Related Disorders, EVC-Related Ellis-Van Creveld Syndrome, EVC2-Related Ellis-Van Creveld Syndrome, Fabry Disease, Familial Dysautonomia, Familial Mediterranean Fever, Fanconi Anemia Complementation Group A, Fanconi Anemia Type C, FKRP-Related Disorders, FKTN-Related Disorders, Fragile X Syndrome, Galactokinase Deficiency, Galactosemia, Gamma-Sarcoglycanopathy, Gaucher Disease, GJB2-Related DFNB1 Nonsyndromic Hearing Loss And Deafness, GLB1-Related Disorders, GLDC-Related Glycine Encephalopathy, Glutaric Acidemia Type 1, Glycogen Storage Disease Type Ia, Glycogen Storage Disease Type Ib, Glycogen Storage Disease Type III, GNPTAB-Related Disorders, GRACILE Syndrome, HADHA-Related Disorders, Hb Beta Chain-Related Hemoglobinopathy, Hereditary Fructose Intolerance, Herlitz Junctional Epidermolysis Bullosa, LAMA3-Related, Herlitz Junctional Epidermolysis Bullosa, LAMB3-Related, Herlitz Junctional Epidermolysis Bullosa, LAMC2-Related, Hexosaminidase A Deficiency, HMG-CoA Lyase Deficiency, Holocarboxylase Synthetase Deficiency, Homocystinuria Caused By Cystathionine Beta-Synthase Deficiency, Hydrolethalus Syndrome, Hypophosphatasia, Autosomal Recessive, Inclusion Body Myopathy 2, Isovaleric Acidemia, Joubert Syndrome 2, KCNJ11-Related Familial Hyperinsulinism, Krabbe Disease, LAMA2-Related Muscular Dystrophy, Leigh Syndrome, French-Canadian Type, Lipoamide Dehydrogenase Deficiency, Lipoid Congenital Adrenal Hyperplasia, Lysosomal Acid Lipase Deficiency, Maple Syrup Urine Disease Type 1B, Maple Syrup Urine Disease Type Ia, Maple Syrup Urine Disease Type II, Medium Chain Acyl-CoA Dehydrogenase Deficiency, Megalencephalic Leukoencephalopathy With Subcortical Cysts, Metachromatic Leukodystrophy, Methylmalonic Acidemia, CblA Type, Methylmalonic Acidemia, CblB Type, Methylmalonic Aciduria And Homocystinuria CblC Type, MKS1-Related Disorders, Mucolipidosis III Gamma, Mucolipidosis IV, Mucopolysaccharidosis Type I, Mucopolysaccharidosis Type II, Mucopolysaccharidosis Type IIIA, Mucopolysaccharidosis Type IIIB, Mucopolysaccharidosis Type IIIC, Muscle-Eye-Brain Disease, MUT-Related Methylmalonic Acidemia, MYO7A-Related Disorders, NEB-Related Nemaline Myopathy, Nephrotic Syndrome, NPHS2-Related, Niemann-Pick Disease Type C, Niemann-Pick Disease Type C2, Niemann-Pick Disease, SMPD1-Associated, Nijmegen Breakage Syndrome, Northern Epilepsy, Ornithine Transcarbamylase Deficiency, PCCA-Related Propionic Acidemia, PCCB-Related Propionic Acidemia, PCDH15-Related Disorders, Pendred Syndrome, Peroxisome Biogenesis Disorder Type 3, Peroxisome Biogenesis Disorder Type 4, Peroxisome Biogenesis Disorder Type 5, Peroxisome Biogenesis Disorder Type 6, PEX1-Related Zellweger Syndrome Spectrum, Phenylalanine Hydroxylase Deficiency, PKHD1-Related Autosomal Recessive Polycystic Kidney Disease, Polyglandular Autoimmune Syndrome Type 1, Pompe Disease, PPT1-Related Neuronal Ceroid Lipofuscinosis, Primary Carnitine Deficiency, Primary Hyperoxaluria Type 1, Primary Hyperoxaluria Type 2, Primary Hyperoxaluria Type 3, PROP1-Related Combined Pituitary Hormone Deficiency, Pycnodysostosis, Pyruvate Carboxylase Deficiency, Rhizomelic Chondrodysplasia Punctata Type 1, RTEL1-Related Disorders, Salla Disease, Sandhoff Disease, Segawa Syndrome, Short Chain Acyl-CoA Dehydrogenase Deficiency, Sjogren-Larsson Syndrome, Smith-Lemli-Opitz Syndrome, Spastic Paraplegia Type 15, Spinal Muscular Atrophy, Spondylothoracic Dysostosis, Sulfate Transporter-Related Osteochondrodysplasia, TGM1-Related Autosomal Recessive Congenital Ichthyosis, TPP1-Related Neuronal Ceroid Lipofuscinosis, Tyrosinemia Type I, Tyrosinemia Type II, USH1C-Related Disorders, USH2A-Related Disorders, Usher Syndrome Type 3, Very Long Chain Acyl-CoA Dehydrogenase Deficiency, Wilson Disease, X-Linked Adrenoleukodystrophy, X-Linked Alport Syndrome, X-Linked Congenital Adrenal Hypoplasia, X-Linked Juvenile Retinoschisis, X-Linked Myotubular Myopathy, X-Linked Severe Combined Immunodeficiency, Xeroderma Pigmentosum Group A, and Xeroderma Pigmentosum Group C.

If a donor is found to be a carrier for a screened genetic disease or mutation (and not infected), the Customer is required to complete and return to CA an informed consent to continue with the purchasing of said Specimen. If requested, Cryobank America shall provide additional information to the Customer regarding the positive carrier result. Should the Customer opt for additional genetic testing, or specific disease testing, all costs associated with shall be paid for by the Customer. The person donating his sperm to CA (the "**Donor**") may decline to have additional genetic testing performed, which will result in the Customer not obtaining specific genetic disease testing and screening results.

Customer and Customer's Healthcare Provider acknowledge that Donors may be carriers of certain inheritable conditions, mutations, or diseases and that CA uses a third-party facility to test or screen for numerous conditions, mutations, or diseases, but not all conditions, mutations, or diseases can be or were tested or screened for. Additionally, CA cannot not and does not guarantee the accuracy of reports made for Customer for Donor's carrier status. It may be possible that additional genetic information may arise prior to any Customer using Specimens, and that Customer acknowledges that CA may have shared this information with Customers Healthcare Provider, in which event, it would be up to Customer's Healthcare Provider to receive such updated information about Customer's Specimens.

CA enters into Agreements with its Donors a promise to report any new or newly-discovered medical or genetic issue which may affect donor conceived-offspring. CA will make reasonable efforts to follow-up with Donors and Customers in order to monitor the health status of Donors and their offspring but makes no guarantees to such reporting. CA is not obligated hereunder or otherwise to disclose or share with Customer and Customer's Healthcare Provider any updated medical or genetic information. As CA is not a Healthcare

Provider, CA cannot provide medical advice to Customer. Customer shall be made available genetic information upon request about a prospective Donor's genetic carrier status so that Customer, at Customer's own expense, consult with a Genetic Counselor. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to impose upon CA any duty or obligation to share with Customer or Customer's Healthcare Provider any updated information about a Donor or a Donor's Specimens whether or not it is, or may be, clinically significant or tortious information. CA gives no assurances that a Donor will provide to CA, or that CA will come to receive from a third party, or otherwise come to light, any such updated information.

Donor

CA enters into agreements with Donors in which Donors give up all rights to children resulting through use of their donated Specimens. Donors are also released from any and all obligations to these Child(ren).

CA makes available to its Customers a package of Donor information ("**Donor Profile**"), in which Donors self-report family medical history, health, and behavioral history information. CA makes its best effort to verify all Donor information, including that found in a Donor Profile, but cannot verify a Donor's responses or answers are accurate. All materials given to Customer about Donor shall be for informational use only.

Quality

Customer understands and accepts that, when standard IUI vials are purchased, approximately 25 M/ml motile sperm cells shall be included; when standard ICI vials are purchased, approximately 17 M/ml motile sperm cells shall be included; when IUI A.R.T. vials are purchased, approximately 6-24 M/ml motile sperm cells shall be included; when ICI A.R.T. vials are purchased, approximately 6-16 M/ml sperm cells shall be included; and if IUI or ICI IVF/ICSI vials are purchased, approximately 1-5 M/ml motile sperm cells shall be provided. Due to sperm counting being a subjective process, Cryobank America targets certain values and a range of +/- 30% is promised. Due to variations in counting methods and specimen recovery, it is expected that your laboratory will find values within 30% of our target concentration. If the Customer's treating physician ("**Healthcare Provider**") confirms in writing that a significantly lower number of motile sperm cells have resulted, and as a consequence the Customer's treatment has been cancelled, and no deviation from proper handling of Specimens has occurred, or damage during transport reported, CA will provide, at no extra cost, a replacement vial of the same quality by the same donor, if available. If the same donor is not available, CA will provide Customer with a credit to assist, at no extra cost, in finding a replacement CA Donor Specimen vial.

Specimen Storage

CA provides storage services for Specimens donated as part of this Agreement. Payment for storage and other required services must be made in full and in advance of the commencement of Specimen storage at CA's then current rates. Customer may request that CA store Customer's Specimens for a specific length of time (the "**Initial Storage Period**"). CA has made available various lengths of time that a Specimen may be stored ("**Storage Period(s)**"). Storage Periods range form one (1) month to twenty (20) years. Customer may agree to have automatic charges applied to Customers account at the end of each Storage Period, which will be applied to Customers next desired Storage Period ("**Renewal Period**"). Each Renewal Period shall be charged at CA's then current rates. CA and Customer may mutually agree to a different Renewal Period.

For Customers who elect not to have automatic Renewal Period charges, prior to expiration of the Storage Period, Customer will be notified of pending expiry. If the Customer elects not to renew storage of Customers Specimens, the Customer may request that the Specimens be repurchased by CA (as part of the CA Vial Buy-Back Program). Repurchase shall be at the sole discretion of CA and be subject to applicable fees imposed by CA. In the event that Customer fails to pay storage fees for a period of 90 days, all such Specimens shall immediately become the property of CA. CA reserves the right to retain the Specimens for future use, re-sell, or destroyed.

Specimen Release and Distribution

Before retrieval of any Specimens by CA, the Customer and Customer's Healthcare Provider shall complete and submit to CA a Clinical Release of Semen Form. This Clinical Release of Semen Form is valid for two (2) years from the time it is received and processed at CA. The Clinical Release of Semen Form also includes a section of where the Specimen is to be delivered. Subject to limitation set forth in the following section, "Restriction or Prevention of Specimen Release", CA will then release Specimens to Customer, Customer's Healthcare Provider, or any person(s) as designated by Customer in writing to receive Customer's Specimens. At Customers request, CA shall ship Customer's Specimens via a commercial shipping service of CA's discretion (the "**Courier**"). Upon pick by Courier, Customer assumes full responsibility of shipped Specimens.

Customer may opt to pick up their Specimens directly from CA as long as the Clinical Release of Semen Forms consents to this. By appointment only and with at least 72 hours' notice, Customer may schedule for local pickup. Customer may choose to have Customer's Specimens transported via self-procured cooler with dry ice (dry ice to be provided by CA), CA-procured cooler with dry ice, or by CA-provided dry-shipper. Customer-procured cooler must not be larger than 10" x10" x10". CA shall charge Customer at CA's then current

rates for each prospective pick-up type. If Customer elects to use a CA-procured dry-shipper ("**Tank(s)**"), Customer assumes all responsibility and fees associated with use of the dry-shipper once it leaves CA premises. This includes, but not limited to, lost, stolen, or damaged tanks.

Tanks (Dry-Shipper)

If Customer elects to use Dewar (vacuum) flask, a Tank ("**Dry-Shipper**"), to ship or pickup their Specimens, Customer agrees that Customer will be subject to charge based on damage, due-status, or replacement as necessary. Dry-shippers due back at CA facilities within eight (8) days of the Dry-Shipper leaving CA facilities. For each day the Shipper is not returned after day eight, a $50.00 late charge shall be due. If the tank is not returned, or damage resulting in the total loss of the Tank, a charge of $1,800.00 shall be due. Damage resulting in limited use of the Tank shall be accessed and fees resulted and charged to Customer by CA in its sole discretion.

Customer acknowledges and agrees that subsequent fees associated with missing, lost, or late Tank returns shall be automatically charged to Customer's credit card on file. If CA is unable to recoup fees, Customer and Customer's account shall be subject to filing with a debt collection agency or obtained via judgement filed with small claims court in Tarrant County, Texas.

Restriction or Prevention of Specimen Release

If changes in donor screening and testing requirements, or discovery of new medical or genetic information is learned about Donor, this information may prohibit or restrict the release of that Donor's Specimens. If Donor has restrictions placed on Donor's Specimens, Customer and Customer's Healthcare Provider are required to sign a consent prior to the release of Specimens to Customer and Customer's Healthcare Provider. There may also be instances where Specimens are not able to be released by CA at all. Customer acknowledges, agrees, and accepts that the above conditions may apply.

Donor Privacy

Customer agrees to maintain Donor's anonymity. CA agrees to maintain Customers anonymity. Customer agrees that Customer has no right to learn the identity of a donor, and shall not, either directly or indirectly, and through use of a third party or similar, make any attempt to contact a donor. CA requires Donor's to make the similar agreement that Donor shall not, either directly or indirectly, and through use of a third party or similar, make any attempt to contact a Customer. In the event CA learns that Customer is attempting to identify a donor by other means, CA shall take appropriate action to protect Donor's anonymity.

Any donor at CA may sign an Anonymous Open-ID donor contract, which allows a child resulting and born from a specific CA Donor (the "**Child(ren)**"), to contact the donor once he/she reaches the age of eighteen (18) years old. The child, and only the child, will be allowed to apply for this by contacting CA. CA will facilitate the one-time contact between Donor and Child. By CA policy, other identifying information is not allowed to be released to anyone besides the Child and only when Child has reached the age of 18. Any initial contact between Donor and Child must be facilitated by CA.

If Customer elects to select a Open-ID Donor, Customer's Child may participate in the aforementioned program whereby Child may speak with and potentially learn of the Donor's identity and contact information. Customer and Child do not have to participate and may choose to maintain anonymity for Child. To process this contact, Child must deliver to CA by written request to contact donor or learn of donor's last known telephone number(s), email address(es), physical address, or other contact information. Child will sign an agreement that use of contacting information is intended only for Child and is prohibited form sharing with any third party.

In order to maintain updated and accurate records, CA makes reasonably efforts to stay in contact with all Donor's, particularly those who are Open-ID Donors. Upon Child's request, CA shall attempt to setup a one-time contact between the Donor and Child, however CA cannot and will not force Donors to update their contact information and it is possible that CA's last known contact information for Donor may be out-of-date. Therefore, CA does not guarantee any contact between Donor and Child. Shall Donor and Child make contact through CA facilitation, CA does not take responsibility or guarantee the value, incidence, or further results of such contact.

Customer Privacy

Customer agrees to maintain Donor's anonymity. CA agrees to maintain Customers anonymity. Customer agrees that Customer has no right to learn the identity of a donor, and shall not, either directly or indirectly, and through use of a third party or similar, make any attempt to contact a donor. In accordance with the Health Information and Portability Protection Act of 1996 (HIPPA), Cryobank America shall abide by all compliance measure to protect the Purchaser's information. Confidentiality of Customers and Donors are extremely important to CA and will be protected. In certain circumstances, it may be necessary for Cryobank America to communicate your identification and treatment information amongst Healthcare Providers. Customer acknowledges, accepts, and agrees that personal identification information released to Healthcare Providers may be re-disclosed by said Healthcare Provider, and thus no longer protected by HIPAA compliance measures. With the signing at the end of this Agreement, Customer acknowledges and agrees to hold harmless CA, all parties to, and its affiliates, and each of their current and former officers, directors, shareholders, employees, consultants,

attorneys, insurers, agents, customers, and representatives. This section "Customer Privacy" may be revoked in writing at any time by Customer, except to the extent that action has already been taken. This revocation will make Customer unable to make future purchases at CA for any products or services, as well as make null and void Child's ability for future Donor contact.

Death of Customer

In the unfortunate event of Customer's death, subject to this section "Death of Customer", CA will release Customer's Specimens to a designed person (the "**Beneficiary**"), if Customer desires, at CA's sole discretion. Customer shall designate a Beneficiary in writing and signed by a notary public. Upon transfer to Beneficiary, Beneficiary will be subject to this Agreement, be required to complete and return to CA this Agreement and other relevant documentation. No transfers will occur if Customer's account is in default and until CA receives by Certified Mail, Customer's Notice of Death. If within thirty (30) days of learning of Customer's death, CA does not receive the aforementioned documentation, this Agreement shall be terminated. CA will have no further obligation to seek or find Customer's Beneficiary.

No Warranties

All Cryobank America products and services, except as set forth in the Quality section noted above, are provided "as is" with no representation or warranties of any kind, either expressed or implied, including (but not limited to) the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. Further, Customer acknowledges and agrees to the following disclosures:

Though genetic testing has been performed, CA does not warrant that specimens are free of genetic defects, mutations, or diseases.

CA does not guarantee that a pregnancy will result from the use of Donor Specimens.

CA does not guarantee that a child born using CA Donor Specimens will be free of mental or physical defects or disease. Approximately 4-5% of all pregnancies have a small risk of producing a child with a birth defect or disease or mental deficiency. CA uses a number screening and testing criteria to reduce this risk but cannot eliminate the risk entirely.

Customer acknowledges that though Genetic disease and infectious disease screening reduces the risk of transmitting inherited and infectious disease, the testing's and screenings do not eliminate the possibility entirely.

CA relies on information obtained and provided by its Donor's during the screening process, preparing the donor catalog, donor profile, as well as other donor-derived information. Although CA takes reasonable and responsible efforts, in the circumstances, to confirm the accuracy of the donor descriptions and donor information, CA does not make any representations or warranties regarding the correctness, accuracy, reliability, timeliness, or suitability of such information or the actual qualifications, characteristics of any Donor at CA. By signing below, Customer agrees to the noted, but not limited to, the No Warranties listed above.

Indemnification

Customer agrees to indemnify and hold harmless Cryobank America and its affiliates, and each of their current and former officers, directors, shareholders, employees, consultants, attorneys, insurers, agents, customers, and representatives, and assign from and against any claim, loss, 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 of any nature or kind involving CA products (including Donor Specimens that are subject of this Agreement), ownership, storage, services, use, or disposition of the Specimens.
Furthermore, Customer releases Cryobank America from all liability now or hereafter arising out of or related to physical appearance of or any abnormalities, birth defects, hereditary characteristics, or tendencies of any offspring, or form any other adverse consequences, including the transmission of infections, or genetic disease, which may arise in connection with or as a result of using any specimens.

Arbitration

Any dispute, controversy, or claim arising out of this Agreement or the performance, breach, or termination thereof relating in any way to products or services obtained from CA shall be submitted and settled by confidential binding arbitration in Tarrant County, Texas. Arbitration under this Agreement shall be conducted pursuant to the rules established by the American Arbitration Association, by a neutral arbitrator appointed by the American Arbitration Association. Judgement upon the award rendered may be entered in any court having jurisdiction, and prevailing party in the arbitration shall be entitled to recover all costs for the arbitration, including, without limitation, attorneys' and experts' fees. All information resulting from or otherwise pertaining to any dispute shall be non-public and handled by Cryobank America, Customer, and their respective agents in such a way as to prevent the public disclosure of such information. Notwithstanding the foregoing, CA and Customer shall have the right to seek and obtain court ordered specific performance, injunctive, and other equitable remedies in connection with any actual or threatened breach of this Agreement by Cryobank America or

Customer. Also, if any action or proceeding is brought to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other reasonable costs expended in such an action or proceeding.

Force Majeure

Cryobank America shall not be liable to any person for any failure to perform any obligation hereunder to the extent that such failure is due to fire, flood, earthquake, tornado, act of war or terrorism, interruption of public utilities or methods of transportation, compliance with governmental requests, laws, regulations, order or actions, revocation or modification of governmental permits or other required licenses or approvals, accident, inability to produce necessary supplies, riot, act of court or governmental authority, act of God, or other contingencies beyond the reasonable control of CA.

Additional Provisions

(a) If any provision or Subject of this Agreement is found to be invalid or unenforceable by any court, that provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof, unless such invalidity and unenforceability would defeat the essential purpose of this Agreement.

(b) The headings and captions contained herein are for convenience only and shall not control or affect the meaning or construction of any provision. Any reference in this Agreement to the freezing or storage of any Specimen or Sample shall not apply to, and CA shall have no obligation with respect to the freezing or storage of, any Specimen, or Sample that has been frozen or stored by a third party before delivery to CA.

(c) Customer acknowledges receipt of Notice about Zika Virus.

(d) This Agreement shall be binding upon and inure to my benefit and the benefit of my heirs, legal representatives, and estate, and to the benefit of CA, its successors and assigns. I may not assign my rights or duties under this Agreement without prior written consent of CA.

(e) CA does not make any representation regarding the legal rights of Donor or Customer in regards to any Children born as a result of the use of Donors' Semen Specimens either before or after Donors death. Customer understands it is Customer's responsibility to consult with legal counsel on this matter.

(f) Any notices to be provided to a party hereunder shall be sent to the address set forth beneath the Customers' signature or such other address as the Customer may request in writing be used for that purpose. The Customer (or surviving spouse, or properly-identified intimate partner or Beneficiary) shall ensure CA is kept informed in writing at all times during the term of the agreement of any change in address, including current mailing address, email address(es), and telephone number(s). Customer shall advise CA promptly in writing on each change of address, or prolonged absence from the last address on file. Customer acknowledges that Customer's current contact information and records shall be retained by CA for a period of at least seven (7) years after the release of Semen Specimens for artificial inseminations or assisted reproductive procedures not resulting in a live birth, and twenty-five (25) years for inseminations known to have resulted in a live birth.

(g) This Agreement must be executed by the Customer and, if applicable, the Customer's spouse or partner, and accepted by CA before CA will release any Donor Specimens from CA facilities. CA reserves the right, in its sole discretion and for any reason, to reject the Agreement prior to the release of the Donor Semen Specimens. In the event that CA rejects this Agreement, it will notify Customer of the rejection. Customer understands and acknowledges that CA will retain any fees, excluding prepaid Donor Specimens and prepaid shipping costs, which Customer has paid to CA prior to any such rejection and Customer shall refrain from any claims against CA arising out of or in connection with a rejection.

(h) This Agreement establishes the entire agreement among Cryobank America and Customer, related to the subject matter contained herein, and fully supersedes all prior or contemporaneous understandings of the Parties. This Agreement may not be modified or amended without prior written consent of the Parties. This Agreement shall be construed and controlled by the laws of the State of Texas and the parties consent to the exclusive jurisdiction and venue in the courts sitting in Tarrant County, Texas.

I, the undersigned, have meticulously read the above agreement and agree to all of the terms listed above.

CUSTOMER(S):

_____ _____

Customer Name (include middle name if applicable) Partner/Spouse or Co-Parent Name (if applicable):

_____ _____

Customer Signature Partner/Spouse or Co-Parent Signature: (if applicable)

_____ _____

Date Signed Date Signed

_____

Gestational Carrier Name (if applicable): (Please print clearly)

Customer Information:

_____ _____

Customer Date of Birth (mm/dd/yyyy) Partner/Spouse or Co-Parent Date of Birth (mm/dd/yyyy)

_____ _____

Customer Social Security No. Partner/Spouse or Co-Parent Social Security No.:

Home Address: Delivery Address (if different):

_____ _____

_____ _____

_____ _____

_____ _____

Primary Phone: _____ Alternate Phone: _____

Primary Email: _____ Alternate Email: _____

For your confidentiality, what is the best method of contact?

☐ Phone ☐ Email

How will you be using the sample(s)?

☐ At-Home Insemination ☐ With Healthcare Provider

Please check one (for Cryobank America use only):

☐ Single ☐ Married ☐ Other: _____

Financial Authorization Information

CARDHOLDER INFORMATION

Name: _____

Billing Street Address: _____

Street Address (cont.): _____

City: _____ State: _____ Postal Code: _____

Country: _____Email: _____

Direct Telephone: (_____) _____ - _____

CREDIT CARD INFORMATION

Credit Card Type: ☐ MasterCard ☐ Visa ☐ Discover ☐ American Express

Credit Card Number: _____

Expiration Month: _____ Expiration Year _____ Security Code: _____

With my signature below, I hereby authorize Cryobank America LLC (CA) to charge my credit card for any products, services, or fees acquired by myself, or the above-named Customer.

Cardholder Signature_____ Date (mm/dd/yyy): _____

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Document must be mailed or faxed to:

Cryobank America, LLC
Attn: Customer Account Setup
3050 S. Center St.
Suite 100
Arlington, TX 76014-2153

Fax: (817) 549 - 5179

Please keep a copy for your records!

****

FOR CRYOBANK AMERICA, LLC USE:

EMPLOYEE NAME: _____

SIGNATURE: _____

DATE: _____