Fairfax Cryobank

Fairfax ID Reserve Terms of Use

This Account should be in the name of the Intended Parent who plans to carry the pregnancy; a Co-Intended Parent or other individual may be designated to receive information about the Account and to authorize shipment of the donor sperm. If a gestational carrier will be engaged, please list one Intended Parent as the owner of the Account.

PLEASE LIST YOUR NAME EXACTLY AS YOU WANT THE ACCOUNT LISTED.

Intended Parent's First and Last Name: _____ *Date (MM/DD/YYYY):* _____

Intended Parent's Social Security Number (last 4 digits) _____

Intended Parent's Date of Birth (MM/DD/YYYY): _____

Intended Parent's Email Address: _____ *Phone Number:* _____

Intended Parent's Home Address: _____

*City:*_____ *State:* _____ *Zip code:* _____

Co-Intended Parent's First and Last Name: _____

Physician's Name: _____

Clinic: _____

Physician's Shipping Address: _____

Physician's City: _____ *Physician's State:* _____

Physician's Zip or Postal Code: _____ *Physician's Country (if outside of United States):* _____

Physician's Phone Number (include country code if international): _____

Physician's Fax Number: _____

Physician's Contact Email Address: _____

For Cryobank Use Only:

Account #_____ Date Entered:_____

What the Cryobank Agrees To Do:

1.1. Donor Screening. All donors will meet the sperm donor eligibility criteria established by the U.S. Food & Drug Administration, found at 21 CFR 1271. Cryobank will conduct the additional robust screening and testing described on our website. These additional items may change over time in response to regulatory requirements, changes in the availability and quality of diagnostic tests or other reasons. In particular, due to advancements in technology and updates in scientific and clinical recommendations, genetic testing has expanded over time. Client should confirm what genetic testing has been completed for a particular donor by reviewing the documents available for download on the online Donor Profile or by contacting Client Services.

1.2. Privacy. Cryobank will not disclose Client's identity to the donor, or to anyone else, unless required by law. Cryobank will not disclose a donor's identity to Client. If Client selects an ID Donor, and registers the birth of Client's child, Cryobank will share the donor's identity and contact information with that child upon request when he or she reaches age 18, or sooner if required by law. There is more information about the ID Donor program below.

1.3. Quality Control. Cryobank will conduct a semen analysis on every sample a donor provides, both pre- and post-thaw, and will not place into inventory any specimens that do not meet its quality standards, listed below.

1.4. Quality Standard Guarantee. Cryobank's quality standard guarantee is described on the Cryobank website and discussed more fully below. If a vial of Fairfax ID Reserve donor sperm thawed at Client's clinic ("Vial") fails to meet this quality standard, as documented by the clinic in accordance with Cryobank's guidelines, then Cryobank will give Client a full refund of the amount paid for the Vial. Cryobank provides clear and detailed instructions for specimen handling and complaint reporting with every shipment. The criteria for qualifying for a refund are objectively verifiable and are not flexible. This is the exclusive remedy for a sub-standard Vial.

1.5. Medical and Genetic Updates. Cryobank enters into agreements with donors in which donors promise to report any new or newly-discovered medical or genetic issues that could affect donor-conceived offspring. Clients also must report any medical or genetic issues affecting their offspring. As a result, medical/genetic updates can arise at any time after Client has purchased Vials.

Although we ask donors, recipients, clinical professionals, and donor-conceived people (when applicable) to report this information, Cryobank cannot compel such reporting and may not be able to obtain this type of information in all cases. When obtained, the medical/genetic updates may not be accompanied by medical records and may not be confirmed.

If Cryobank receives a report of a serious medical or genetic issue affecting a donor, a donor's family member, or his offspring that may indicate increased health risks for other donor-conceived offspring, Cryobank's genetic team will investigate the situation and determine whether the donor should be "restricted" or withdrawn from the donor program. Cryobank's investigation process may involve requesting medical records or additional testing results from donors, donors' family members, or offspring, and this dependence on third parties and other factors means that Cryobank cannot guarantee that an investigation will be completed within a particular timeframe. Not all issues reported result in restrictions. For those that do, Cryobank will make reasonable efforts to contact clients who have previously ordered Vials from the affected donor and to update the donor's profile on the website.

As genetic testing technology and genetic research changes, a genetic testing provider may make changes to the classification of a gene variant carried by the donor. In the process, a donor's genetic test report may be amended by the testing provider to identify a new carrier status or to remove a previously reported carrier status. There also may be updated genetic testing results if a donor or offspring is tested for a new condition. Genetic testing summaries and results are available for download on the Cryobank website. Some testing utilized by donors, recipients, or offspring may not be clinically validated and the implications of the results may not be fully understood.

Donor's medical and genetic information provided to Client at time of purchase is the information available to Cryobank on that date. Cryobank places reported medical updates on donors' summary profiles on the website. Client may also check donor medical status at any time by calling Client Services at 1-800-338-8407. **It is the responsibility of Client to check if the Donor has any updated medical/genetic information before starting any fertility treatment**.

1.6. Donors Relinquish Their Rights. Cryobank enters into agreements with donors in which they give up all their rights, and are released from any obligations, to children born using their donated sperm.

1.7. Donor Restrictions. If Cryobank receives a report of a serious medical or genetic issue affecting a donor or his offspring that may indicate increased health risks for other offspring, its medical director or medical geneticist will investigate the situation and determine whether the donor should be "restricted" or withdrawn from the donor program. Not all issues reported result in restrictions. For those that do, Cryobank will make reasonable efforts to contact clients who have previously ordered Vials from the affected donor and update the donor's profile on the website.

1.8. Shipping. Cryobank will ship Client's order to a U.S. clinic via Federal Express in a specially designed liquid nitrogen tank that will keep Specimens frozen for seven (7) days, with Day 1 being the date of shipment. Shipped Vials may not be returned for refund or credit. Cryobank will ship to a destination outside of the United States, provided Client arranges for any requisite customs or other permits and, prior to shipment, provides Cryobank with copies of these permits or a written statement to the effect that no permits are required. *International shipments are subject to increased risk of delay and damage and, consequently, an increased risk of damage to or loss of the frozen Specimen; Client assumes this increased risk.*

1.9. Storage. Many countries place restrictions on the length of time that donor samples can be stored and/or require that a donor sample be utilized within a particular time period. Restrictions may encompass embryos created from donor samples. It is Client's obligation to consult with their clinic and discuss if there are any such restrictions in the applicable jurisdiction prior to purchase. In any case, if Client does not want to ship Vials right away, Cryobank will store the Vials at its facility, and the "Storage Terms and Conditions" set forth below will apply. Storage fees are listed on the website and are subject to change.

1.10. Fairfax ID Reserve Family Slots. Cryobank's Fairfax ID Reserve program limits the number of clients who may utilize a particular Cryobank donor's samples. Cryobank will inform clients how many family slots are available for a particular donor (the "ID Reserve Donor"). When Client purchases Vials from an ID Reserve Donor, Cryobank will hold a family slot for the ID Reserve Donor for Client pending birth reporting information from Client. If Client reports a live birth, the family slot will be closed permanently (not made available to any other client). If Client reports that all pregnancy attempts using the Vials are unsuccessful, Cryobank in its sole discretion may make the slot available to another Client if additional Vials from that ID Reserve Donor are available. The price of the family slot is included in the ID Reserve Donor vial price and no refunds or other credits will be given for any family slot under any circumstances.

What the Cryobank Does Not Agree To Do:

2.1. Medical or Genetic Issues. Cryobank does not promise that, if pregnancy is achieved, the fetus or baby will be free from genetic disorders or defects, or from infectious disease. In the general population, every pregnancy has a small (approximately 3%-4%) risk of producing a child with a congenital condition, including but not limited to birth defect, intellectual disability, or genetic condition. Cryobank uses robust screening and testing criteria to reduce risk as much as possible, *but Cryobank cannot eliminate the risk*. Even if available donor testing shows normal results, the tests have limitations and may not always be reliable, even when properly administered. Client assumes these risks.

2.2. All Possible Testing. Cryobank does not test for all genetic disorders and infectious diseases. It is impractical or otherwise not feasible to do all available tests, and not all genetic disorders or infectious diseases have tests. Donors are screened with the testing panel that is current at the time of their screening. Cryobank's current screening and testing criteria are described on the website and are subject to change at any time for purposes of legal compliance, quality improvement or other reasons.

2.3. Donor Profiles. Donors self-report the family medical history, health and behavioral history information that is listed in their profiles. Cryobank does not independently verify their answers.

2.4. Cover Client's Other Costs. The remedy described in Cryobank's quality standard guarantee is the exclusive remedy available to Client from Cryobank. Cryobank will not reimburse, compensate or otherwise provide Client with any other remedies, even if Client's fertility procedure cannot be completed. In no event will Cryobank or its Affiliates be liable for special, consequential or incidental damages, including, without limitation, any costs or expenses associated with Client's fertility treatment or travel expenses related to treatment.

What Client Agrees To Do:

3.1. Donor Identifying Information. Client agrees to use the information Cryobank provides about donors, including photographs, exclusively for the purpose of selecting a donor. Client agrees not to share, distribute or otherwise make any such information or images available in any manner, or through any medium (including without limitation email, social media or internet feeds), to any third party. Client will not seek a donor's identity. If Cryobank discovers that Client has made attempts to discover a donor's identity, Cryobank will pursue any and all appropriate action to protect itself, its donors, and other clients and offspring.

3.2. Refund Policy. Clients who store Vials at the Cryobank that have never been shipped from Cryobank may receive a partial refund for those Vials. However, Clients whose insurance or fertility benefits company paid Cryobank for Vials in storage may not receive a refund but may qualify to exchange Vials per the exchange policy.

3.3. Exclusive Use. Vial(s) are for the exclusive use of the Intended Parent named in this Agreement (or their gestational carrier). Cryobank is required by federal, state, and international laws to track the distribution of Vials. In addition, transferring or sharing of donor sperm beyond the originally intended recipient interferes with the proper accounting for pregnancies and dissemination of health information about donors and offspring. Accordingly, Client may not transfer ownership of Fairfax ID Reserve Donor Vials or embryos created using Fairfax ID Reserve Donor Vials without Cryobank's express, prior written permission, which only will be given in exceptional circumstances and in Cryobank's sole discretion. Transferring or sharing of donor sperm beyond the originally intended recipient interferes with the proper accounting for pregnancies, births and family units and dissemination of health information

about donors and offspring. Client acknowledges and agrees that Cryobank can only limit the number of clients who purchase Fairfax ID Reserve Donor Vials directly from Cryobank and that Cryobank cannot be held responsible and will have no liability if any client later transfers ownership of Fairfax ID Reserve Donor Vials or embryos created using Fairfax ID Reserve Donor Vials to another recipient.

3.4. Pregnancy and Delivery Reporting. As a condition of acquiring Vials, Client must report all pregnancies and, separately, all pregnancy outcomes including births to Cryobank within ninety (90) days of each occurrence. A pregnancy report form is sent with every donor semen order and pregnancy and birth reporting is also available on the Cryobank website. Client will also report any unexpected medical or genetic issues affecting donor-conceived offspring.

3.5. Legal Status of Donor-Conceived Children. Client will be the legal parent of the child(ren) born to Client with the use of donated sperm and will be responsible for their support and custody. Client may wish to consult legal counsel regarding parental rights in Client's jurisdiction.

3.6. Update Contact Information. Client (or Client's surviving partner/designee) agrees to update Cryobank if Client's mailing address, email address or telephone number changes. Cryobank may receive important medical or genetic updates about Client's donor or his other offspring and need to contact Client. Cryobank will utilize the contact information provided by Client and is not obligated to track down Client.

3.7. Indemnification. Client agrees to indemnify, defend, and hold harmless Cryobank (and/or any of its owners, directors, officers, employees, agents, affiliates or successors-in-interest, collectively, "*Affiliates*") 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. Without limiting the foregoing, any person who uses Vial(s) that Client purchases hereunder shall be considered a third party for purposes of this Section 3.6. Further, if Cryobank and/or its Affiliate(s) is named as a party to any litigation arising from a disagreement between or among Client, Client's spouse, partner or other family member(s), a gestational carrier or anyone else, as to any such party's rights or obligations with respect to the Vials, any resulting embryos or any donor-conceived children, Client or Client's estate shall be liable for the attorney's fees, experts' fees, and other costs of Cryobank and its Affiliates in such litigation. With respect to any claim whereby Cryobank is ordered by a court to hold Vial(s), 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.

3.8. Indian Child Welfare Act. Note that the Indian Child Welfare Act applies to certain child custody proceedings, such as adoptions, involving children with Native American ancestry and gives federally recognized Indian tribes legal rights that are distinct from those of the biological parents. Client is advised to consult an attorney prior to selecting a donor with Native American heritage, particularly if any legal proceeding involving the child is anticipated

Terms and Conditions of Cryobank's Quality Standard Guarantee:

4.1. Claim Submission Deadline. If a Specimen fails to meet the applicable quality standard set forth in the table below, Client's clinic should complete the Specimen Complaint Form, available on the Cryobank website or by calling Client Services at 1-800-338-8407. Cryobank must receive the completed Specimen Complaint Form within thirty (30) days after the Specimen was thawed.

Specimen Type	Total Motile Cells/ milliliter (TMC)	Clinical Use
IUI	10 million/vial	Pre-washed vials, ready for intrauterine insemination (IUI)
ICI	10 million/vial	Ready for intracervical insemination (ICI) or can be washed for IUI specimen
IVF	5 million/vial	Ready for ICI or can be washed for use as an IUI or IVF with/without ICSI
IUI ART	> 6 million/vial	Ready for IUI individually or combined, or can be washed post thaw and used for IVF with/without ICSI
ICI ART	> 6 million/vial	Ready for ICI individually or combined, or can be washed post thaw and used for IUI or IVF with/without ICSI
ICSI-W	>3 million/vial	Washed vials, ready for ICSI/IVF, can be used for IUI (we recommend ordering multiple vials)
ICSI	>3 million/vial	Ready for ICI or can be washed for use in an IUI or IVF with/without ICSI (we recommend ordering multiple vials for ICI and IUI procedures)

4.2. Lab Procedures. To qualify for the guarantee, the clinic must have followed all Cryobank's printed thaw procedures enclosed in each shipment and other written handling instructions. The clinic must have performed the required semen analysis after thawing and prior to any processing, and the total motile cell ("*TMC*") count must be below the standard. *Note that TMC counts will*

vary by about 10%-30%, depending on the lab personnel and counting method. By way of example, if Cryobank's laboratory determined a Specimen contained ten million TMC, Cryobank would expect Client's clinic to find between seven million and thirteen million TMC. Client may still qualify for a refund if Client's clinic's count is below the stated standard, but a TMC in this range is normal.

4.3. Off-Site < 120 Days. To qualify for the guarantee, the Specimen may not have been out of Cryobank's storage facility for more than 120 days, nor transferred from the original receiving clinic to another site.

4.4. Cycle Results. If pregnancy is achieved in an IUI or ICI cycle, or if fertilization is achieved in an IVF cycle, then the quality standard will be deemed satisfied, regardless of the TMC.

4.5. Other Costs Not Included. A replacement or credit provided is for the Specimen only; additional costs, such as shipping, handling or any other charges associated with the purchase or use of the Specimen, associated charges, are not refunded or credited.

Mutual Promises:

5.1. Binding Arbitration. Cryobank and Client acknowledge that the identity of sperm donors and the nature of sperm donation are sensitive and often very private matters. Accordingly, after first attempting to resolve the dispute in formal or informal mediation, the Parties agree that any disputes between them arising under this Agreement or otherwise, except for disputes over payment for storage services, will be resolved exclusively through confidential, binding arbitration by JAMS under the JAMS Streamlined Arbitration Rules and Procedures, and not through a court or other public forum. Arbitration proceedings will be conducted in the Washington, D.C. metropolitan area or virtually, and the substantive laws of the Commonwealth of Virginia will apply exclusively. The decision of the arbitrator will be binding and final and will be enforceable by any court of competent jurisdiction. Each party will pay one-half of JAMS' and the arbitrator's fees. The substantially prevailing party in any dispute will be entitled to receive from the other its reasonable attorney's fees and other costs and expenses associated with the dispute.

5.2. Notices. Cryobank will provide any notices to Client by mail sent to the address set forth on the first page of this Agreement or such other address as Client may request in writing be used for that purpose. Client will provide any notices to Cryobank by mail sent to the Fairfax, Virginia address listed on the Cryobank website.

5.3. Severability. Cryobank and Client agree that the invalidity or unenforceability of any part of this Agreement shall not impair or affect in any manner the validity or enforceability of the balance of this Agreement.

5.4. Entire Agreement. This represents the entire agreement between Cryobank and Client concerning the subject matter; and there are no understandings, agreements or representations other than as herein set forth. This Agreement may be modified only by a writing signed by both parties.

5.5. Assignment; Binding Effect. This Agreement may not be assigned, except by Cryobank to an Affiliate. This Agreement will be binding upon the parties and their respective assignees, heirs, executors and administrators.

No Warranties / Limitation of Cryobank's Liability

Reproductive medicine and working with human reproductive tissues involve risks, uncertainties and costs. Cryobank takes responsibility for addressing some of those risks, but not all of them. One purpose of this document is to define clearly what Cryobank is offering and, perhaps more importantly, what Cryobank is not offering.

Except for the Quality Standard Guarantee, Vials are provided "as is," with no warranties of any kind, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

Except for the specific remedies described in this Agreement, Cryobank will not provide any compensation, refund or reimbursement for a sub-standard Vial, a shipment delay or failure, a cancelled or unsuccessful cycle, or for any other reason or in any other circumstance.

Cryobank has designed the donor program with the expectation that its costs are limited to those necessary to provide the specific services and remedies set forth in this Agreement. Cryobank would not make donor sperm available without these limitations.

Accepted and Agreed:

Intended Parent Signature:

_____
Name:
Date:

Cryobank Signature:

_____
Name:
Title:

ID Donor Program

If Client selects an ID Donor, Client may participate in the ID Donor Program, whereby Client's child may learn the donor's identity and contact information when Client's child reaches the age of 18.

To register for the ID Donor Program, Client must complete the ID Birth Registration form, located at www.fairfaxcryobank.com, any time after the birth of Client's child.

If Client registers Client's child ("*Registered Child*"), here is what to expect:

- When a Registered Child reaches the age of 18, Cryobank will, at his or her written request, give that child their donor's full name, date of birth, last known telephone numbers, email address, physical address and other contact information that the donor has agreed to release and provided to Cryobank for that purpose. Only a Registered Child, and not his or her parent(s), has the authority to request and be provided with an ID Donor's contact information.

- If a Registered Child makes a request for donor information, Cryobank will take reasonable measures to authenticate the request, and the Registered Child will be required to sign a contract agreeing to use the information only for himself or herself, and not to share it with any third party.

- Cryobank makes reasonable efforts to stay in contact with all donors, and especially ID Donors, so that Cryobank can maintain updated information. Cryobank will release the best information Cryobank has at the time of a Registered Child's request; however, Cryobank cannot force donors to update their contact information and it is possible that the information Cryobank has may be outdated.

- Cryobank does not guarantee any contact between the Registered Child and his or her donor, nor does Cryobank have any responsibility for the quality, frequency or other results of such contact.

- If Client transfers sperm from an ID Donor to another intended parent (which requires Cryobank's prior consent), or if Client creates embryos with sperm from an ID Donor and then donates the embryos to another intended parent, then Client and the new recipient will both have to submit forms to Cryobank, documenting the transfer, in order for the new recipient to participate in the ID Donor Program. The required forms are available from the Cryobank.

Storage Terms and Conditions

1. Storage Services. At Client's request, Cryobank will store Client's Vials at its facility in accordance with applicable law and our standard policies and procedures.

2. Storage Fees. Storage, handling, removal and other fees and payment options are listed on the Cryobank website and are subject to change. Client is responsible for prompt payment of all applicable fees. At the time Client chooses to store Vials at Cryobank, Client will choose a payment option, including method of payment, which will be acknowledged at that time.

(a) All storage, removal and handling fees must be paid in full before extending or renewing the chosen storage period. If Client has chosen to pay by credit card, Client will be charged at the monthly storage rate on the credit card provided each month until Client requests otherwise.

(b) To cancel a pre-paid billing arrangement, Client must notify Cryobank in writing. Cryobank will retain an amount equal to its then-current monthly storage fee for each month of storage actually used, and a $50.00 administrative fee, and refund the balance (if any) to Client, without interest. Clients whose insurance or fertility benefits provider paid Cryobank directly for storage will not receive any refund.

(c) Cryobank may pursue collection of overdue storage charges, including referral of claims to a collection agency. In that event, Client will pay all costs of collection including any reasonable fees charged by the collection agency, other costs of collection, and reasonable attorney's fees.

3. Release From Storage. The conditions and procedures for the release of Client's stored Vials, either for shipment to Client's physician or for any other reason, are designed to comply with legal requirements, protect Client's rights to and interests in the Specimens and assure a reliable chain of custody. Client acknowledges that Cryobank may modify the release requirements in its sole discretion to reflect changes in industry practice, laws or regulations. Client will comply with all release conditions and procedures, which may be obtained by contacting Cryobank. Cryobank will not ship Vials until Client's outstanding storage balance, if any, has been paid in full.

(a) Ship to Designated Physician. In general, only Client may have access to Client's account information, and only Client or the physician named on the first page of this Agreement may authorize Cryobank to ship Client's Vials to that physician for the purpose of fertility treatment.

Client may designate an individual below to receive information about Client's account and/or to authorize shipment of Client's Vials for Client's or the designated individual's use to attempt pregnancy. Client's decision to authorize Cryobank to share Client's account information with someone else is voluntary. Client understands that Client's account information may include personal information, including protected health information, about Client that Client has provided to Cryobank, including without limitation the number and prep type(s) of donor semen ordered, donor numbers, payment history and medical information. The person who receives it may not be covered by federal privacy regulation, and the information could be further disclosed. Client may change this designation only by notifying Cryobank in writing.

*Designated Individual:*_____

May access Client's account information: ☐ *Yes* ☐ *No*
May authorize shipment of Client's Vials to the physician to attempt pregnancy: ☐ *Yes* ☐ *No*

(b) Other Disposition. Only Client may authorize any other disposition of Client's Specimens, such as shipment to a different physician or storage facility, donation for research or destruction, and Cryobank may require a written, signed and notarized instruction to verify and authenticate Client's request. Cryobank has forms available for this purpose. Client may also be able to return Specimens that have been stored exclusively at the Cryobank for a partial refund. Cancellation and refunds are not available to Clients whose insurance or fertility benefits provider paid Cryobank directly for Vials. Additional information is set forth on the Cryobank website and is subject to change.

4. Limitation of Damages. While very unlikely, there is the possibility that stored Specimens may be lost or destroyed. In that case, Client acknowledges that any resulting damage to Client would be highly conjectural, speculative and difficult to determine. Accordingly, pursuant to Section 204(2) of Title 8.7 of the Code of Virginia, Cryobank's liability for damages caused by its failure to satisfy the standard of care applicable to its provision of storage services will be limited to an amount equal to the storage charge for the year in which the loss occurs plus the fees Client paid to acquire the lost or destroyed Vials.

5. Termination of Storage Services. Cryobank's responsibility for storage will cease upon the occurrence of any one or more of the following events:

(a) No More Vials. All stored Specimens have been released in accordance with Section 3.

(b) Past-Due Account. Client fails to pay storage or other fees within 180 days after the due date. Cryobank will send written notice, via U.S. Mail, of non-payment to Client's latest address on file. If a notice is returned for insufficient or wrong address or similar reason, or if no written response is received from either Client or Client's authorized representative, Cryobank's storage obligations will terminate automatically. Client must notify Cryobank of any change of address. Cryobank is not obligated to track down Client.

(c) Facility Closure. If Cryobank plans to close its storage facility, Cryobank will notify Client and give Client at least thirty (30) days to transfer or otherwise dispose of Client's Specimens. If Client does not respond, Cryobank will have the right to transfer Client's Specimens and associated documentation, and assign its storage obligations, to another suitable storage facility. In that case, Cryobank will notify Client about the transfer and provide contact information for the new facility.

(d) Notice. Either Cryobank or Client may notify the other party that it will terminate storage for any reason or for no reason. The notice must be given in writing at least thirty (30) days prior to the termination date.

6. Effect of Termination. Upon termination of storage services for any reason:

(a) Account Settlement. Pre-paid but unused storage fees will be refunded in accordance with Section 2(b) above. Storage fees then due and owing must be paid.

(b) Transfer or other Disposition. If any Vials are then in storage, Client will make arrangements to transfer them and the associated documents to Client's clinic or another permissible storage facility, or to dispose of them in another permissible way, within thirty (30) days of the notice of termination. Storage fees will continue to accrue until all Vials are shipped or otherwise disposed of.

(c) Abandonment. If any Vials are then in storage and Client does not make arrangements for their transfer or other disposition within the specified period, then the Vials will be deemed "abandoned" by Client, and automatically become the sole and exclusive property of Cryobank, all right, title, claim and interest therein being transferred, conveyed and delivered to Cryobank by the execution of this Agreement.

To utilize storage services, please contact a client service representative for applicable fees and methods of payment.