



SEMEN/TESTICULAR TISSUE CRYOSTORAGE AGREEMENT

This AGREEMENT, Made between ReproTech, Ltd., a Minnesota corporation (the "Company"), and the person named below (the "Client Depositor").

1. **Collection and Storage:** With the assistance of the Client Depositor, and in accordance with the procedures for identification and testing established by the Company (as set forth in the Company's brochure and web site, www.reprot.com), the Company shall receive the Client Depositor's semen/testicular tissue, which has been cryopreserved by the Client Depositor's physician/clinic (the "Clinic"), for long-term cryostorage until this Agreement is terminated pursuant to Paragraph 4. All procedures established by the Company may be modified at the sole discretion of the Company to reflect changes in industry practices, laws, or regulations..

2. **Storage Fees and Records:** The fee for each Storage Period shall be payable in advance and shall be adjusted from time to time by the Company based upon market factors. The current fees are set forth in the Company's brochure and web site, www.reprotech.com. A "Storage Period" begins with the month in which the Company receives specimens for storage. Unused storage fees are non-refundable. The Client Depositor shall keep the Company informed at all times, in writing, of his current address and telephone number for billing purposes and any other matter requiring notice to the Client Depositor. The Client Depositor's name and address, as well as other records relating to the subject of this Agreement, shall be kept on file at the Company.

3. **Account in Default:** If at any time the Company has not received full payment of all amounts due to the Company from the Client Depositor on or before the 60th day after the beginning of any storage Period, then the Client Depositor is in "default". In the event of default, the Company may, in its sole discretion, refer the Client Depositor's account to any attorney or collection agency for collection, and the Client Depositor agrees to pay all costs of such collection, including but not limited to any reasonable fees charged by the collection agency and reasonable attorney's fees. If the Client Depositor is in default, the Company may discard all stored specimens. The term "discard" means that the Company will thaw and destroy the specimens in a professional and ethical manner, as determined solely by the Company. Discarded specimens cannot and will not be used for reproductive purposes by or on behalf of any person or persons.

4. **Termination of Agreement:** This Agreement shall terminate and the Company's responsibilities for storage of specimens hereunder will cease:

- (1) upon the release of all specimens stored by the Company pursuant to Conditions of Release; or
- (2) upon the disposition of all specimens stored by the Company pursuant to a default under Paragraph 3; or
- (3) upon the notarized execution of Company's separate termination agreement by the Client Depositor or his Surviving Spouse; or
- (4) if the Client Depositor dies without leaving a Surviving Spouse, as established by evidence deemed sufficient by the Company.

5. **Responsibilities and Liabilities of the Company:** The Client Depositor acknowledges that he has been fully advised concerning the state of the art of cryopreservation of specimens of semen. The Client Depositor acknowledges that he understands that the viability of the semen and the results from subsequent insemination depend almost in their entirety upon the Client Depositor and the recipient. Accordingly, the Client Depositor understands and agrees that the Company's responsibilities shall be limited hereunder solely to the adequate cryostorage of said semen consistent with the state of the art at the date of entering into this Agreement. The Client Depositor agrees to hold the Company harmless for any damage sustained while the semen specimens are not in the possession and control of the Company. In any event, the total liability of the Company for failure to meet any of its responsibilities to the Client Depositor shall not exceed the amount of storage and/or shipping fees theretofore paid by the Client Depositor. The parties agree that any claims relating to or arising out of this Agreement will be brought in the state courts of Minnesota. In the event the Company terminates the operation of its storage facility, it may, 30 days after written notice to the Client Depositor at his last known address, assign and transfer its obligations hereunder and the semen held on behalf of the Client Depositor to a similar storage facility.

6. **Additional Terms:** The Client Depositor promises and agrees to indemnify and save harmless the Company from any loss and/or expenses incurred in connection with the defense or payment of any claim by any other party relating to the subject of this Agreement. The Agreement shall be binding upon the Client Depositor and his assigns, heirs, executors, and administrators.

7. CONDITIONS OF RELEASE OF SEMEN/TESTICULAR TISSUE SPECIMENS FROM STORAGE DURING LIFETIME OF CLIENT DEPOSITOR

Release of semen/testicular tissue may occur during the lifetime of the Client Depositor, only upon the occurrence of the following conditions;

- i. only to a licensed physician, and
- ii. only for use by the Client Depositor's spouse or sexually intimate partner ("Recipient"),
- iii. upon the express notarized authorization of the Client Depositor, and
- iv. upon the authorization of the Recipient's clinic, and
- v. upon the completion of serology/virology tests required by the Company.

