

### Storage of Donor Semen Agreement

This agreement is made and entered into by and between CAN-AM Cryoservices Corp. and \_\_\_\_\_, an individual (owner of donor semen), at Hamilton, Ontario, Canada with reference to the following facts:

WHEREAS, owner of donor semen has been fully advised and understands that there are certain inherent risks in the storage of such semen samples, including but not limited to the accidental thawing of the semen, and reduced life span of sperm after thawing, all of these risks he/she assumes; and ,

WHEREAS, the parties agree that CAN-AM Cryoservices shall store the donor semen on each and all of the terms and conditions set forth below;

NOW, therefore this Agreement witnesses that for and in consideration of the payment of \$1.00 by each of the parties to the other and for an in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) each of the parties hereto hereby agrees as follows;

1. The foregoing preamble is incorporated herein in its entirety.
2. Donor semen storage client has purchased the following donor sperm samples to be stored by CAN-AM Cryoservices Corp. Donor ID: \_\_\_\_\_ Number of units:\_\_\_\_\_.
3. CAN-AM Cryoservices Corp. reserves the absolute right to terminate this agreement by written notice to the owner of donor semen if, as a result of the laboratory test results in respect of the donor, it is determined that samples are inappropriate for storage.
4. CAN-AM Cryoservices Corp. shall store the vials of donor semen. The storage of such samples shall be from month to month. It is understood that this agreement shall be continuous unless terminated pursuant to the provisions herein contained.
5. The owner of donor semen hereby agrees to pay storage fees plus applicable taxes on a monthly or annual basis. Periodically, the storage charge may be increased to an amount equal to the storage fee, which is currently being charged to new patients. Owner of donor semen also agrees to pay a transfer out fee, shipping fee, and any outstanding fees each time one or more vial of semen is removed from storage. CAN-AM Cryoservices Corp. shall give written notice to owner of donor semen of any storage fee increase for the forthcoming period.

Please initial: \_\_\_\_\_ (CAN-AM Cryoservices Corp.)

5. CAN-AM Cryoservices Corp. shall release the vial(s)/straw(s) of donor semen only to the owner or to his/her designee at the expressed written authorization from the owner of donor semen. The conditions and procedure for release shall be those reasonably established by CAN-AM Cryoservices Corp., with which the owner of donor semen hereby agrees to comply.
6. This agreement shall terminate and CAN-AM Cryoservices Corp.'s responsibility for storage shall cease upon the happening of any one or more of the following events:
  - a. Release of the semen by written authorization of the owner of donor semen.
  - b. Written direction of owner of donor semen to CAN-AM Cryoservices Corp. authorizing destruction of all vials then presently stored.
  - c. Failure of owner of donor semen to pay storage charges as described above.
  - d. Death of owner of donor semen.
7. In the event of termination of the agreement by reason of failure of owner of donor semen to pay storage fees, CAN-AM Cryoservices Corp., may at its option, destroy the vials of semen.
8. It is specifically acknowledged and agreed by and between the parties hereto that there is an inherent risk in the storage and thawing of semen, which may render it ineffective for insemination purposes, and that owner of donor sperm has expressly agreed to assume this risk. It is further agreed that in the event of loss or destruction of the semen by any reason whatsoever, damages to the owner of donor semen as a result thereof would be highly conjectural and speculative and would be difficult to determine. Accordingly, the parties hereto agree that in the event the semen is lost or destroyed by virtue of the breach of this agreement or negligence by CAN-AM Cryoservices Corp., owner of donor semen shall be entitled to liquidated damages in the amount equal to the storage charge for the particular year in which the loss occurs, plus \$100.00
9. Owner of donor semen further agrees to indemnify, hold harmless, and provide defense from any claim, demand, cause or action for damages or otherwise asserted against CAN-AM Cryoservices Corp. arising out of the storage, or release of semen. The provisions of this paragraph shall extend to and include CAN-AM Cryoservices Corp. and its officers, directors, agents and independent contractors.
10. Any notice to be provided to a party hereunder shall be sent to the address set forth beneath the parties's signatures hereto or such other address as a party may request in writing be used for that purpose. Owner of donor semen acknowledges that it is his/her obligation to provide a correct mailing address in writing to CAN-AM Cryoservices Corp. at all times during the term hereof and any extensions thereof.
11. Notwithstanding any other provisions herein contained, either party may terminate this agreement upon 30 days written notice to the other. In the event said notice of termination is given by owner of donor semen, the storage fee for the then current year shall be appropriately prorated. In the event such notice is given by CAN-AM Cryoservices Corp., the storage charge for the then current year shall be similarly prorated on the basis of a 12 month period and any prepaid storage refunded upon receipt of a signed release from owner of donor semen for vials of semen stored by CAN-AM Cryoservices Corp. It shall be the owner of donor semen's obligation to make arrangements for transfer, use, or disposition of the vials of semen. In the event that notice of termination is given by the owner of donor semen, it shall be the owner of donor semen's obligation to make arrangements for transfer, use or disposition of the vials of semen within five (5) days from the date of such of a termination failing which, CAN-AM Cryoservices Corp. may, at its option destroy the vials of semen.

Please initial: \_\_\_\_\_ (CAN-AM Cryoservices Corp.)

