
Fairfax EggBank, Inc.[®] Donor Oocyte Storage Agreement

This DONOR OOCYTE STORAGE AGREEMENT (“*Agreement*”) is made and entered into by and between Fairfax EggBank, Inc. (“*FEB*”) and the undersigned individual owner or joint owners (in either case, the “*Client*”). Each of FEB and Client is a “*Party*,” and together they are the “*Parties*” to this Agreement.

WHEREAS, Client has acquired one or more cohorts of cryopreserved donor oocytes (“*Cohort*”) from FEB, and would now like to store the Cohort at FEB; and

WHEREAS, FEB has the experience and capacity to store the Cohort.

NOW, THEREFORE, the Parties agree as follows:

1. Financial Terms. The financial terms of this Agreement are set forth on the attached *Addendum to Storage Agreement*, which must be completed and returned with this Agreement. There is no charge for the first 90 days of storage.

2. Cohort Storage. FEB will store the Cohort(s) at its facility in accordance with applicable law and its standard policies and procedures.

3. Cohort Transfer. The conditions and procedures for the transfer of the Cohort to Client’s clinic or another permissible storage facility, as determined by FEB, will be those established by FEB, and are designed to comply with legal requirements, protect Client’s rights to and interests in the Cohort, and assure a reliable chain of custody. Client acknowledges that FEB may modify the transfer 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 FEB. FEB will not ship the Cohort until Client’s outstanding storage balance, if any, has been paid in full.

4. Disposition of Cohort Upon Death (or Legal Separation/Divorce of Joint Owners). Client has made the following decisions regarding the disposition of the Cohort in the event of Client’s death or legal separation/divorce, as provided below, and Client acknowledges that FEB will require no additional notice, consent, waiver or instructions in complying with the following:

4.1 If Client is an individual, then in the event of Client’s death, as evidenced by a certified copy of the death certificate provided by a representative of Client (please indicate your choice):

- All of the oocytes will be disposed of by thawing with no further action, which will render them permanently and irretrievably unusable for any purpose; or
- Client’s purchase will be rescinded on the date FEB receives the death certificate, and FEB will remit the rescission payment to the authorized representative of Client’s estate. It is the representative’s responsibility to contact FEB and provide evidence of authorization to receive payment on behalf of Client’s estate.

4.2 If Client’s ownership is jointly held, then:

(a) In the event of the death of one owner, as evidenced by a certified copy of the death certificate, the surviving owner will have ownership and control of the Cohort stored with FEB.

(b) In the event of the death of both owners, as evidenced by certified copies of the death certificates provided by representatives of the owners (please indicate your choice):

- All of the oocytes will be disposed of by thawing with no further action, which will render them permanently and irretrievably unusable for any purpose; or
- Client's purchase will be rescinded on the date FEB receives the second death certificate, and FEB will remit the rescission payment to the authorized representative of the estate of the second deceased owner. It is the representative's responsibility to contact FEB and provide evidence of authorization to receive payment on behalf of the owner's estate.

(c) In the event of legal separation or divorce of the owners, ownership and control of the Cohort stored with FEB are to be specified in a divorce decree or other legally binding document, a certified copy of which will be provided to FEB. Absent such documentation, ownership will remain with both owners.

4.3 Client may change these instructions in the future only by providing FEB with new written instructions bearing Client's notarized signature. In the case of joint ownership, both individuals' signatures must be notarized.

5. Termination. This Agreement will terminate and FEB's responsibility for storage will cease upon the occurrence of any one or more of the following events:

5.1 The transfer of all Cohorts to Client's clinic (or a permissible storage facility, as determined by FEB) by written authorization of Client as provided in Section 3.

5.2 Client's rescission of the Cohort purchase under Client's Terms of Use.

5.3 FEB's receipt of a signed and notarized direction of the Client requesting destruction of all Cohorts presently stored. A destruction authorization form is available from FEB upon request.

5.4 Client's failure to provide all of the documentation reasonably required by FEB to fulfill its duties under this Agreement, or upon FEB's determination that the Cohort(s) is (are) not suitable for storage.

5.5 Client's failure to pay storage or other fees within one hundred eighty (180) days after their due date. ***It is imperative that Client notify FEB of any change in address or other contact information.*** FEB will send written notice, via U.S. Mail, of non-payment to the Client at Client's latest address on file at FEB. If a notice is returned for insufficient address or similar reason, or if no written response is received from either the Client or the Client's authorized representative, it is agreed that this Agreement is terminated.

5.6 One Party notifies the other Party that it wishes to terminate this Agreement, 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 this Agreement for any reason:

6.1 All past due or current storage and other fees that have accrued through the date of termination will be payable by the Client. If Client has an annual contract, the storage fee will be prorated over the storage period used based on the current monthly storage rate then in effect, an administrative fee applied, and the remainder, if any, will be refunded to the Client.

6.2 If any Cohort(s) is (are) then in storage, Client will make arrangements to transfer the Cohort and associated documents to Client's clinic or another permissible storage facility, or to dispose of the Cohort in another permissible way, within thirty (30) days of the notice by either Party that this Agreement will terminate. Storage fees will continue to accrue until the Cohort(s) is (are) actually shipped or otherwise disposed of.

6.3 If Cohort(s) is (are) then in storage and Client does not make arrangements for transfer or other disposition of the Cohort within the specified period, or make payment of any outstanding balance when due, then the Cohort will be deemed "abandoned" by Client, and automatically become the sole and exclusive property of FEB, all right, title, claim and interest therein being transferred, conveyed and delivered to FEB by the execution of this Agreement.

7. Governing Law; Dispute Resolution. The Parties agree that any disputes between Client and FEB arising under this Agreement or otherwise 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 Washington, D.C., 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 of FEB and Client 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. If, notwithstanding the Parties' agreement to arbitrate, any dispute becomes subject to a judicial proceeding, the Parties agree to waive trial by jury.

8. Retention of Information; Confidentiality. Client acknowledges that FEB may keep information about Client and Client's storage account on file indefinitely. Any information obtained during the term of this Agreement that may identify Client will remain confidential and will only be disclosed to a third party with Client's written permission or as required by law. Client acknowledges that FEB is regulated by governmental agencies, and that representatives of those agencies may have the legal authority to inspect Client's account records.

9. Termination of FEB Business. If FEB terminates the operation of its storage facility, it will provide written notice to the Client, and Client will have at least thirty (30) days to make arrangements to transfer the Cohort and associated documents to Client's clinic or another permissible storage facility, or to dispose of the Cohort in another permissible way. If FEB has not received instructions from Client within the specified period, then FEB will transfer its obligations and the Cohort and associated documents to a similar storage facility. FEB will provide Client with the name and address of the new facility.

10. Limitation of Liability and Indemnification.

10.1 Limitation of Damages. If there occurs any loss or destruction of a Cohort for any reason, 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, FEB's liability for damages caused by FEB's failure to satisfy the standard of care applicable to FEB's 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 amount Client would have received if Client had elected rescission under Client's Terms of Use on the date of loss.

10.2 Indemnification. If FEB (and/or any of its owners, directors, officers, employees, affiliated entities and other representatives, together with their predecessors, successors and assigns, collectively, "Affiliates") 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) or anyone else, relating to the subject matter of this Agreement, the Client or the Client's estate shall be liable for the reasonable attorney's fees and other costs of FEB and its Affiliates in such litigation.

11. Collections. FEB may pursue collection of overdue storage charges, including referral of claims to a collection agency. In that event, Client will be responsible to pay all costs of such collection including any reasonable fees charged by the collection agency, other costs of collection and reasonable attorney's fees.

12. Notices. Any notices to be provided to Client hereunder shall be sent to the address set forth beneath Client's signature on this Agreement or such other address as Client may request in writing be used for that purpose. Notice to FEB shall be sent to the address set forth below or such other address as FEB may request in writing be used for that purpose. Notices will be deemed given when sent first class US mail with postage prepaid. ***It is Client's responsibility to notify FEB of any change of address; FEB has no obligation to "track down" a Client who has moved, even if a notice to Client is returned as undeliverable.***

13. Headings. The headings used in this Agreement are for convenience only, and shall not be used to interpret the intent of the Parties.

14. Severability of Provisions. If any provision of this Agreement is found to be invalid or unenforceable by any court or arbitrator, 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 an essential purpose of this Agreement.

15. Entire Agreement; Modification. This Agreement supersedes all prior agreements among the Parties, and constitutes the entire agreement among the Parties with regard to the subject matter hereof. This Agreement cannot be amended, modified or assigned except by a written instrument executed by the Parties (and notarized, where applicable).

16. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their legal representatives, successors and permitted assigns. This Agreement may not be assigned by Client without the written consent of FEB.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____,
20____.

CLIENT:

N/A **JOINT OWNER:**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Address:

Email: _____

Telephone: _____

CLIENT'S PHYSICIAN/CLINIC:

Name: _____

Address:

Email: _____

Telephone: _____

FEB will complete:

FEB Representative signs below agreeing to provide all services referred to in the agreement.

FEB Representative Printed Name

Signature

Date

Fairfax EggBank, Inc.
3015 Williams Drive
Fairfax, VA 22031

ADDENDUM TO STORAGE AGREEMENT

All fees must be paid in full in US dollars. Credit cards (Visa, MasterCard, American Express and Discover), checks, money orders and cashier's checks are accepted.

Current Pricing, effective 5/1/15

First 90 days: No charge

Cohort Storage Fees after first 90 days (select one)

- \$45/ month; must utilize credit card billing
- \$400 / year

At the end of a pre-paid annual storage term, Client may renew for an additional annual storage term by signing and delivering to FEB a new Addendum. If Client fails to do so, Client will be charged at FEB's then-current monthly storage rate, on any credit card provided, each month until Client signs a new Addendum or terminates the Storage Agreement.

Transfer / Shipping Fees

- Two tanks may be used at an additional cost per request, when shipping multiple straws/vials from FEB.
- Shipments from FEB will incur specimen handling and shipping fees at that time.

Method of Payment for Annual Contract (select one):

- Check enclosed
- Money Order enclosed
- Cashier's Check enclosed

Card type VISA MasterCard Discover Am. Express

Card Number: _____

Security Code: _____

Expiration date (mm/yy) ____/____

Name as it appears on card: _____

Cardholder's signature: _____

Date: _____