



## Terms of Agreement

### Introduction

These terms and agreement (hereinafter referred to as the "AGREEMENT") is made between Cryos International – Denmark ApS, Reg. no. 35514252, Vesterbro Torv 1-3, 5<sup>th</sup> floor, 8000 Aarhus C, Denmark (hereinafter referred to as "CRYOS") and the customer (hereinafter referred to as the "CUSTOMER"). The terms and conditions in this AGREEMENT shall govern any agreement between the CUSTOMER and CRYOS, either by reference or otherwise, regardless of whether or not such agreement was entered into in writing, via selections made by the CUSTOMER on CRYOS' website, orally, or otherwise. By entering into any agreement with CRYOS, the CUSTOMER accept these terms and conditions in full.

CUSTOMERS may be either a professional customer or a private customer as defined herein. Professional CUSTOMERS refers to hospitals, physicians or other entities or persons who act for commercial purposes.

The CUSTOMERS are any person or entity entering into this AGREEMENT by placing an order with CRYOS for the purpose of purchasing, reserve, collecting, processing, freezing, storing, transporting, and/or otherwise handling "GAMETES" as defined herein. CRYOS and the CUSTOMER are jointly referred to as the "PARTIES".

"ORDER" shall refer to this AGREEMENT detailing with the services or goods provided by CRYOS to CUSTOMER, and shall be deemed to include, whether by incorporation by reference or otherwise, the general terms and conditions contained in this AGREEMENT.

Donor sperm hereinafter referred to as the "DONOR SPERM".

Deposit of the CUSTOMER's own sperm, hereinafter referred to as the "STORED SPERM".

Deposit of the CUSTOMER's own eggs or embryos, hereinafter referred to as the "STORED EGG".

STORED SPERM and STORED EGG are jointly referred to as the "STORED GAMETES".

CUSTOMERS of STORED GAMETES are also referred to as the "DEPOSITOR".

Other products hereinafter referred to as the "PRODUCT".

DONOR SPERM, STORED GAMETES and PRODUCT are jointly referred to as the "GOODS".

The AGREEMENT also applies to the PARTIES' agreement regarding delivery and transport of the GOODS as well as the PARTIES legal position in the event of damage to packing of the GOODS.

Written offers are valid for 30 days from the date of offer.

### General conditions

#### 1. Prices

Prices are according to CRYOS' current prices as they appear on CRYOS' website: <http://dk.cryosinternational.com>. CRYOS reserves the right to change prices without notice. Prices are exclusive of VAT.

#### 2. Payment terms

Professional CUSTOMERS (hospitals, physicians or other centres or persons who act for commercial purposes): 14 days net after date of invoice.  
CRYOS reserves the right to refuse credit and ask for prepayment.

Private CUSTOMERS: Prepayment by credit/debit cards, bank transfer, cheque or cash. For STORED GAMETES: 14 days net after date of invoice.

The CUSTOMER pays CRYOS the total invoiced amount for the GOODS including any VAT, transport, etc. when entering into this AGREEMENT. If the CUSTOMER by mistake pays an amount that exceeds the invoiced amount, CRYOS is entitled to charge a fee for processing the refund.

**3. Information & correspondence**

All information and correspondence to the CUSTOMER will be sent by e-mail. The CUSTOMER accepts that all information is in English. CRYOS disclaims all responsibility if information, whatever the reason is, does not reach the CUSTOMER. If the CUSTOMER does not have an e-mail address, the CUSTOMER can request that such information is sent by ordinary mail. CRYOS is entitled to charge a fee for ordinary mail service.

**4. Order confirmation**

When the CUSTOMER submits an ORDER, CRYOS will send a confirmation to the CUSTOMER. When the ORDER is confirmed, this AGREEMENT becomes legally binding. In case of fault and deficiencies in the confirmation, the CUSTOMER is obliged to inform CRYOS about this without undue delay. In case of amendments to the ORDER, a new confirmation will be sent. In such cases, the latter confirmation will repeal any earlier confirmations sent. It is recommended that the CUSTOMER prints all received information on paper or another lasting media.

**5. Property right**

Delivered GOODS remain the property of CRYOS until CRYOS has received full payment from the CUSTOMER of the total price of the GOODS as well as delivery, transport and packaging.

**6. Delivery terms**

DAP (Delivered At Place) according to Incoterms 2010. This means door-to-door excluding any local customs formalities like customs clearance, import permits, duty and tax. If the GOODS are picked up at CRYOS, delivery is EXW (Ex Works).

**7. Home delivery & pick up**

Private CUSTOMERs declare that they will read the safety instructions about handling and hazards of shipping with liquid nitrogen (LN2) and/or dry ice (CO2) which are supplied with the DONOR SPERM and STORED GAMETES. CRYOS disclaims all responsibility for any damage caused by LN2 and CO2.

**8. Delay**

If the GOODS are not delivered on time and if the delay is due to circumstances for which the CUSTOMER bears the risk including delay from the carrier, CRYOS disclaims all responsibility in this connection and the CUSTOMER loses the right to claim damages for delay

**9. Faults and deficiencies**

When the shipment is received from the carrier, the receiver is obligated to examine the GOODS for any fault and deficiencies, which may have occurred during transport. If the GOODS have been damaged during transport, the receiver is obligated to complain about any such damages directly to the carrier.

If the GOODS have any faults or deficiencies which were not visible when the GOODS were received, the CUSTOMER must inform CRYOS within 7 days after the fault or deficiency has been discovered by the CUSTOMER and no later than 14 days after delivery has taken place. Otherwise the CUSTOMER loses the right to claim the fault or deficiency.

CRYOS is only responsible for damage to the GOODS if the damage is due to faults, deficiencies or neglect caused by CRYOS.

If the GOODS include DONOR SPERM and if the CUSTOMER has informed CRYOS, in writing and on time, of any existing faults or deficiencies for which CRYOS is responsible, CRYOS will replace the DONOR SPERM. If CRYOS replaces within reasonable time, the CUSTOMER cannot demand a reduction of the purchase price or cancel the AGREEMENT.

**10. Nitrogen tanks/shipping boxes**

The CUSTOMER must return any nitrogen tank and its shipping box without undue delay. The nitrogen tank and its shipping box must be returned within 7 days (small tank) or 12 days (large tank) after shipping date from CRYOS. If the tank and its shipping box have not been returned within the specified time, CRYOS is entitled to demand a weekly rent (at present EUR 100 per commenced week) from the CUSTOMER.

The CUSTOMER is responsible for returning the nitrogen tank/box on time to CRYOS and in the same condition as at the time of delivery.

Nitrogen tanks/shipping boxes shall remain the property of CRYOS.

CRYOS is entitled to claim the full value from the CUSTOMER for a new tank and its shipping box if it is damaged or lost between delivery and pick up for return.

CRYOS is entitled to consolidate shipments in the event that more ORDERS from different CUSTOMERS have the same delivery address. All such CUSTOMERS are jointly and severally liable for the return and value of the nitrogen tank and its shipping box. Shipping costs on consolidated shipments will not be split or refunded

The CUSTOMER is aware of the fact that frozen DONOR SPERM and STORED GAMETES are fragile products and thus it is strongly emphasized that the durability of the frozen DONOR SPERM and STORED GAMETES is dependent on the storage facility and that it may be damaged if not used immediately after thawing.

#### **11. Other responsibilities**

CRYOS does not guarantee that treatment with the DONOR SPERM or STORED GAMETES will result in a pregnancy or if it does result in a pregnancy that the pregnancy will result in the birth of a healthy and viable child or children.

Despite detailed security precautions there is always a minimal risk that DONOR SPERM and STORED GAMETES are mixed, mislabelled or contaminated. In such cases, and if it can be documented that it is the fault of CRYOS, CRYOS will refund the direct costs of the DONOR SPERM or the costs invoiced in relation to the storage of STORED GAMETES.

CRYOS disclaims all responsibility for any other circumstances including, but not limited to, fertility treatment, unwanted pregnancy, multiple pregnancies, spontaneous abortion, extra uterine pregnancy, stillborn, expenses for medicine, transport and travel expenses, accommodation, loss of profit, sales or income, loss of time and clientele, or ensuing costs or other direct or indirect losses or expenses which may be the result of delays, fault or deficiencies whether CRYOS is responsible for this or not. This also includes circumstances caused by force majeure or other circumstances which are beyond CRYOS' influence such as strikes, lockouts, transport difficulties, detention, goods retained at customs, confiscation, war, martial conflicts or civil unrest, vandalism, terrorism, radioactivity or natural disasters. CRYOS disclaims all responsibility for damage to real estate and personal and movable property including either finished goods produced by the CUSTOMER or goods involving produced parts.

CRYOS disclaims all responsibility for damage caused by frozen DONOR SPERM and STORED GAMETES, CO<sub>2</sub>, or LN<sub>2</sub> such as leakage, spillage, loss or damage caused by storage of LN<sub>2</sub> under pressure.

CRYOS disclaims all responsibility for any damage, which may be the result of transmitted diseases or unwanted or unknown hereditary conditions contained in the DONOR SPERM or STORED GAMETES.

#### **12. Waiver of Claim and indemnification**

The CUSTOMER expressly releases, indemnifies, defends and holds harmless CRYOS, its agents, employees, officer, directors, shareholders, representatives, independent contractors, customers, successors and affiliates to the fullest extent permitted by law from and against any claims, loss, damage, expenses, liabilities, demands, offsets, causes of actions and attorney's fees arising out of or in any way relating to this AGREEMENT, including, but not limited to the collection, freezing, sale, purchase, storage, shipping, release, loss, damage or destruction of the GOODS

#### **13. Online account**

In order to purchase DONOR SPERM, make a reservation of DONOR SPERM or to manage STORED GAMETES the CUSTOMERS must register an online account with CRYOS. It is the CUSTOMER's responsibility to keep the registered contact data on the account updated. The username and password to the account is personal and private. The CUSTOMER will keep and protect the username and password in such a way, that no other except the CUSTOMER has access. If the username and password is informed by the CUSTOMER to other persons or organisations, any actions on the CUSTOMER's account is at the CUSTOMER's responsibility and the CUSTOMER holds CRYOS harmless for any liability or additional costs arising out of or in any way relating to this AGREEMENT as per the terms of Waiver of Claims and indemnification in this AGREEMENT.

#### **14. Disputes**

Any dispute between the PARTIES, which may originate from this AGREEMENT, must be sought resolved by means of negotiation in which the PARTIES are obligated to try to find an amicable solution.

If the PARTIES cannot reach an agreement through negotiation no later than 6 weeks after commencement of the negotiations, each of the PARTIES are entitled to hand over the case for the decision of the ordinary courts.

It has been agreed between the PARTIES that the case will be decided according to Danish law regardless of the fact that international choice of law rules may give rise to another choice of law. It has also been agreed between the PARTIES that the language will be Danish and the District Court of Aarhus will decide this matter.

#### **15. Authority to sign (only applicable for professional CUSTOMERs)**

I declare that I am authorized to sign for the CUSTOMER.

#### **16. Legal age (only applicable for Private CUSTOMERs)**

I declare that I am of legal age.

### **DONOR SPERM**

#### **17. Reservation of DONOR SPERM**

DONOR SPERM is reserved for the period ordered by the CUSTOMER. An order confirmation for the reservation will be sent to the CUSTOMER.

The reservation period can always be extended. Prior to expiry CRYOS will send a reminder to the CUSTOMER with information that the reservation is due to expire. Renewal is done online with the use of a username and password. By renewal, the CUSTOMER accepts that the conditions for storage will be according to the Terms of Agreement in place at the time of the renewal. A confirmation for renewal will be sent to the CUSTOMER.

If the received payment is lower than the outstanding amount, CRYOS is entitled to reduce the selected period of time proportionally.

If payment is not received in due time CRYOS has the right to cancel any reservation.

When the CUSTOMER wants reserved DONOR SPERM delivered, the delivery is ordered online with the use of a username and password. If the CUSTOMER does not have access to the internet a Delivery Statement form must be filled in and sent to CRYOS together with a copy of the CUSTOMER's ID card (passport, driver's license or similar). Payment for the shipment is at the cost of the CUSTOMER.

When the CUSTOMER wants to terminate the reservation, the termination is ordered online with the use of a username and password. If the CUSTOMER do not have access to the internet a Termination Statement form must be filled in and sent to CRYOS together with a copy of the CUSTOMER's ID card (passport, driver's license or similar).

When the reservation is terminated the purchase price, less the agreed percentage, of the reserved DONOR SPERM still located at CRYOS will be refunded. Payment for any remaining reservation period will not be refunded. In case of mass termination within a selected period, CRYOS can postpone the payment until the end of the selected reservation period. If all the reserved DONOR SPERM has been delivered, the reservation is automatically terminated.

Exchange of reserved DONOR SPERM can only take place by terminating as per above and by performing a new purchase.

CRYOS will keep in force an insurance covering the value of the reserved DONOR SPERM and the value of the reservation period. The insurance will cover in the event of thawing, fire, theft, and water damage. In other circumstances or accidents, which CRYOS is or is not responsible for, CRYOS, disclaims all responsibilities. CRYOS keeps an agreement in force with another licensed tissue establishment to take over storage of the reserved DONOR SPERM, if CRYOS, whatever the reason is, will not be able to continue storing the reserved DONOR SPERM.

#### **18. Parent declaration (only applicable for private CUSTOMERs)**

The CUSTOMER guarantees to claim parenthood and to look after and consider the child/children, which may be the result of treatment with DONOR SPERM according to the AGREEMENT, as their own legal child/children.

#### **19. Anonymity & Non-anonymity**

The donors are either Anonymous or Non-anonymous. The CUSTOMER understands and accepts that Anonymous donors must remain anonymous forever. The CUSTOMER guarantees that no attempts will be made to search for or to trace donors or other recipients or offspring related to the donors. If, regardless of this, the CUSTOMER initiates such a search or trace, the CUSTOMER is obligated to exempt CRYOS from any demand raised against CRYOS regardless of whether the search, directly or indirectly, has resulted in tracing the donor or other recipients or offspring related to the same donor.

If the donor is Non-anonymous, CRYOS will disclose the identity of the donor to clinics and authorities in countries where this is mandatory before or in relation to import or treatment. CRYOS will disclose the identity of the donor to the child itself at the donor child's request and only once the child has reached the age of 18. The child must document, or render probable, that he/she is the result of treatment with DONOR SPERM from a specific Non-anonymous donor from CRYOS. The code of the donor in question must be informed.

The donor may have initially agreed to meet the child, but CRYOS has no responsibility whether the donor will actually do so in the future.

#### **20. Delay**

If the delivery of DONOR SPERM is delayed due to circumstances for which CRYOS is responsible and the CUSTOMER wishes to cancel the ORDER for that reason, the CUSTOMER has an obligation, if possible, to return the DONOR SPERM immediately so that it is received frozen by CRYOS no later than 3 days for CO<sub>2</sub>-shipments and no later than 7 days for LN<sub>2</sub>-shipments after the DONOR SPERM was shipped from CRYOS.

All shipments of DONOR SPERM are sealed before they leave CRYOS. If the CUSTOMER has broken the inner seal, the CUSTOMER cannot make use of the right of cancellation. The CUSTOMER has been informed that DONOR SPERM must be returned unthawed and undamaged, and, for safety reasons, the DONOR SPERM cannot be returned if the inner seal has been broken.

#### **21. Pregnancy registration**

In order not to exceed any national quotas regarding the number of pregnancies/children/families per donor, the CUSTOMER is obligated to register the pregnancy as soon as the pregnancy has come to the knowledge of the CUSTOMER. Pregnancies are registered online with the use of a username and password.

The CUSTOMER must also register if the pregnancy is a sibling (the CUSTOMER already has a child with the same donor) and if the pregnancy is terminated (biochemically, spontaneous abortion, extra uterine pregnancy or stillborn).

When entering into this AGREEMENT, the CUSTOMER accepts that CRYOS is entitled to continue contacting the CUSTOMER until the result of the treatment has been registered. If, due to the relationship of the CUSTOMER, it is not possible to register the result of the treatment, CRYOS is entitled to seek information from the clinic where the DONOR SPERM was delivered, if any.

The CUSTOMER can check on CRYOS's website if the quota for each donor has been reached. The quota is calculated as the number of pregnancies registered minus siblings and abortions. The CUSTOMER should be aware that the quota is only indicative. CRYOS disclaims all responsibility if pregnancies are not registered, if pregnancies are registered twice or incorrectly, if the quota in the country in question is calculated differently, or if CRYOS does not know the quota or calculation methods of the country in question.

#### **22. Reports and information regarding genetic conditions**

If the CUSTOMER receives information about genetic conditions, including hereditary diseases, syndromes, multiple and isolated malformations, associations, etc., as a result of using DONOR SPERM, the CUSTOMER is obliged to inform CRYOS about this immediately so CRYOS can take the necessary action in relation to other CUSTOMERs, authorities, etc. The CUSTOMER agrees to provide the necessary information by filling out the website form Report of Conditions, so CRYOS is able to make a diagnosis. If the CUSTOMER is a private person, the CUSTOMER hereby gives CRYOS the right to obtain relevant information from the CUSTOMER's and the child's medical files. The CUSTOMER also agrees to give blood samples in order to verify the diagnosis.

If CRYOS receives information as per above, the information will be assessed and if relevant the donor will be put on hold and it will be assessed if the information is related to the DONOR SPERM. Subsequently, the DONOR SPERM is either released for sale or registered with conditions.

The CUSTOMER agrees that CRYOS may send notices about conditioned donors for confirmed, delivered and reserved ORDERS of DONOR SPERM. If the ORDER includes a delivery address (typically the clinic) which is different from the invoice address and if there is an e-mail address connected to this delivery address, the CUSTOMER agrees that CRYOS may send such information to this e-mail address as well. For ORDERS of DONOR SPERM such information will only be sent up to two (2) years after date of order unless in cases where CRYOS finds special reason to prolong this period.

In case a DONOR is under investigation for genetic conditions, CRYOS is obligated to cancel or postpone shipping of confirmed ORDERS. DONOR SPERM from conditioned donors can only be delivered if the CUSTOMER accepts a special online declaration form. If the CUSTOMER wants to terminate a reservation of a conditioned donor, this can be done as per above.

CRYOS is not responsible for offering any medical advice or consultancy in relation to donors with conditions, but recommend that CUSTOMERS seek guidance and advice from local medical/genetic specialists.

### **23. Cancellation and change of ORDERS**

As long as shipments have not taken place confirmed ORDERS can always be cancelled. However, a 25% cancellation fee will apply. In case of changes to a confirmed and processed ORDER, CRYOS is entitled to charge the CUSTOMER a fee that corresponds the actual costs related to the change or the positive compliance of the AGREEMENT according to CRYOS' choice.

Private CUSTOMERS are entitled to cancel the ORDER no later than 14 days after the ORDER has been confirmed (only applicable for online ORDERS). Before the right of cancellation expires, the CUSTOMER must inform CRYOS in writing that the CUSTOMER wishes to make use of the right of cancellation as well as return the DONOR SPERM, if delivered, to CRYOS in the same condition and quantity as when the CUSTOMER received the DONOR SPERM.

All costs and the risk of damage and deterioration of the DONOR SPERM during the return transport to CRYOS lie with the CUSTOMER.

If the CUSTOMER has started using the DONOR SPERM, including but not limited to the instance where the CUSTOMER has broken the security seal on the package/box, the CUSTOMER cannot make use of the right of cancellation. The CUSTOMER has been informed that DONOR SPERM must be returned unthawed and undamaged, and, for safety reasons, the DONOR SPERM cannot be returned if the security seal on the package/box has been broken.

CRYOS will repay the CUSTOMER, no later than 30 days after the DONOR SPERM has been received by CRYOS, and it has been established that the DONOR SPERM has been received in the same condition and quantity as when the CUSTOMER received the DONOR SPERM and that the inner security seal has not been broken.

CRYOS is entitled to deduct any expenses from the amount repayable to the CUSTOMER including, but not limited to freight charges, etc.

### **24. Transfer of AGREEMENT**

If the CUSTOMER is not the final recipient the CUSTOMER is obliged to transfer the content of this AGREEMENT to the recipient who is subsequently treated with the DONOR SPERM or to anyone who subsequently purchases the DONOR SPERM from the CUSTOMER. If the transfer of this AGREEMENT has not taken place in such cases, the CUSTOMER holds CRYOS harmless for any liability or additional costs arising out of or in any way relating to this AGREEMENT as per the terms of Waiver of Claims and indemnification in this AGREEMENT.

### **25. Other issues**

CRYOS declares that DONOR SPERM delivered is released for clinical use according to one or several Standards, as described on CRYOS' website. For instance, donors and DONOR SPERM are selected, screened and comply with the prevailing rules at the time of donation. If the Standard of the DONOR

SPERM ordered does not meet the requirements in the CUSTOMERs country/jurisdiction, CRYOS disclaims all responsibility.

Despite the examination of an extensive number of conditions and diseases in both the donor as well as the DONOR SPERM, see also CRYOS' website about screening, there is always a minimal risk that infectious or hereditary diseases such as HIV, hepatitis, syphilis, gonorrhoea, chlamydia, HTLV I/II, cytomegalovirus, Tay-Sachs, thalassemia, cystic fibrosis, sickle cell anaemia, familial Mediterranean fever, Gaucher's disease, thalassaemia, Canavan's disease, familial dysautonomia, congenital adrenal hyperplasia, carnitine transporter deficiency are transmitted with DONOR SPERM. However, it is CRYOS' assessment that the risk of transmission of infectious and hereditary diseases is lower than in the general population.

In case CRYOS is informed about transmissible or heredity diseases or unknown or unwanted heredity conditions in the DONOR SPERM after the ORDER has been confirmed (irrespective of whether the ORDER has been delivered or not), and if this is not due to faults or deficiencies for which CRYOS is responsible, CRYOS disclaims all responsibility.

CRYOS declares that when DONOR SPERM in this AGREEMENT is sold, it is not the gametes themselves that are sold but the related processing and work, such as selection and testing of the donor, manufacturing of documents and the handling, freezing, storage, marketing, administration, etc. of the gametes.

Information in the donor's extended profile as well as the photos are provided by the donor and edited by CRYOS. It is CRYOSs sincere belief that the data is correct, but CRYOS disclaims any liability in the unlikely event the data provided should not be correct.

## **STORED GAMETES**

### **26. Analysis and confirmation**

CRYOS performs an analysis of each ejaculate of STORED SPERM in order to evaluate the quality and the fertilization abilities. CRYOS will evaluate and recommend if more ejaculates should be stored. STORED EGGs are not analysed.

When the STORED SPERM including all ejaculates are stored, a confirmation with the storage details and storage period will be sent to the DEPOSITOR.

In order to meet the requirements of the Danish Tissue Act (Vævsloven) the DEPOSITOR must be tested for certain infectious diseases (HIV and Hepatitis) in order to avoid cross contamination in the storage facility. These tests can be carried out by CRYOS for additional costs. Alternatively, the DEPOSITOR must present valid documentation to CRYOS that the necessary tests have been taken. If CRYOS have not received the tests or documentation within one (1) month from the confirmation has been sent, CRYOS is obliged to terminate the storage and to destroy the STORED GAMETES. The DEPOSITOR cannot claim any refund in such cases.

### **27. Renewal**

The storage period can always be renewed. Prior to expiration CRYOS will send a reminder to the DEPOSITOR with information that the deposit is due to expire. Renewal is done online with the use of a username and password. By renewing, the DEPOSITOR accepts that the conditions for storage will be according to the Terms of Agreement in place at the time of the renewal. A confirmation of the renewal will be sent to the DEPOSITOR.

If payments received are lower than the outstanding amount, CRYOS is entitled to reduce the selected period of time proportionally. If proper payment is not received in due time CRYOS has the right to cancel the storage of STORED GAMETES.

### **28. Disposition**

The DEPOSITOR has the sole right of disposition of the STORED GAMETES.

If the DEPOSITOR passes away during the storage period and if CRYOS is made aware of this, the DEPOSITORs STORED GAMETES will, unless in case of testamentary disposition and only if CRYOS is informed about this, be destroyed without any undue delay and this AGREEMENT will automatically be terminated.

If the DEPOSITOR has made a valid testamentary disposition of the STORED GAMETES, and if CRYOS has received the testament, the beneficiary will take over the DEPOSITOR's rights and position according

to this AGREEMENT. CRYOS refer DEPOSITORS who want to make testamentary disposition to seek legal advice.

The heirs of the DEPOSITOR have no rights over the DEPOSITORS STORED GAMETES according to this AGREEMENT unless in case of a testament.

According to Danish legislation, STORED EGGs can only be kept for maximum 5 years and cannot be subject to testamentary dispositions. If the CUSTOMER wants a longer storage period, the STORED EGGs can be exported before the 5 years expire. It is the CUSTOMERs responsibility to instruct CRYOS in good time if STORED EGGs must be exported.

**29. Delivery**

When the DEPOSITOR wants the STORED GAMETES delivered, the delivery is ordered online with the use of a username and password. Alternatively a Delivery Statement form can be filled in and sent to CRYOS together with a copy of the CUSTOMER's ID card (passport, driver's license or similar).

Payment for the shipment is at the cost of the DEPOSITOR.

**30. Termination**

When the DEPOSITOR wants to terminate the storage, the termination is ordered online with the use of a username and password. Alternatively a so called Termination Statement form can be completed and sent to CRYOS together with a copy of the DEPOSITOR's ID card (passport, driver's license or similar).

If the storage is not renewed, the AGREEMENT is automatically terminated and the STORED GAMETES will be destroyed. If all the STORED GAMETES have been delivered, the AGREEMENT is automatically terminated. Payment for any remaining storage period cannot be refunded.

**31. Backup**

CRYOS keeps an agreement in force with another licensed tissue establishment to take over the STORED GAMETES, if CRYOS is not able to continue storing the STORED GAMETES.