

Terms and Conditions

The customer ("Customer") identified on the accompanying order hereby agrees that these terms and conditions ("Terms and Conditions") shall apply to such order placed by the customer with Fertility Couriers, LLC ("Fertility Couriers"). In addition, Customer agrees that these Terms and Conditions shall apply to all future orders until such time as any Terms and Conditions are amended, in which case such amended Terms and Conditions shall apply to future orders, as applicable. Any order placed with Fertility Couriers by the Customer shall be referred to herein as the "Order(s)." All terms used, but not identified herein, shall have the respective meanings set forth in the Orders.

Arbitration. Any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Terms and Conditions to arbitrate, shall be determined by final and binding arbitration in New York City before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. **The parties to these Terms and Conditions are giving up their right to have any such dispute decided in a court of law before a jury or a judge, and instead are accepting the use of arbitration as set forth above.**

Controlling Document. The acceptance by Fertility Couriers of any Order placed by Customer, either for (a) shipment organized by Fertility Couriers of Customer materials in any of Fertility Couriers's various sized shipping containers (each such container, some of which may be referred to as a "dewar", together with all parts, components, instruments, and other items/accessories comprising or accompanying such containers, referred to below as a "Shipper Unit"), (b) any management by Fertility Couriers of similar shipping containers owned by the Customer or a third party/company, as may be specified in the Orders, or (c) for any additional service as may be provided by Fertility Couriers from time-to-time, as may be described or referenced in an Order and/or in a written document signed by Fertility Couriers referencing these Terms and Conditions (all of the foregoing, the "Service"), is expressly conditioned on Customer's agreement to these Terms and Conditions. "All Shipper Units" refers to those shipping containers that may be used in the fulfillment of an Order, which may include: Shipper Units owned by Fertility Couriers; shipping units owned by third parties/companies; shipping containers owned by the Customer; or a combination thereof, as specified in an Order. Fertility Couriers shall provide the Service only pursuant to these Terms and Conditions. These Terms and Conditions, together with the Order, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior communications, representations, understandings, agreements and course of dealings, written or oral; provided, however, that if Customer and Fertility Couriers have a signed written contract that refers to these Terms and Conditions, then the Terms and Conditions together with the Order augment such written contract. Any Order (or other document or communication) that is in any way inconsistent with the Terms and Conditions shall not be binding on Fertility Couriers unless expressly agreed to in a signed writing by Fertility Couriers.

Payment Obligations. For each Service specified in the Order, Customer shall pay to Fertility Couriers the applicable base fees set forth in the Order (the "Base Fees"), and any additional fees and expenses chargeable to Customer that may arise pertaining to, and subsequent to the placing of, the Order, such as,

but not limited to, specialty courier charges (collectively, together with the Base Fees, the “Payment Obligations”). Should Customer submit an Order or similar document, then Fertility Couriers reserves its right to assess appropriate fees not referenced in any such document. Customer shall pay to Fertility Couriers each Payment Obligation within fifteen (15) days after the date of the applicable invoice for such Payment Obligation, unless otherwise agreed upon in an Order or in a separate writing by Fertility Couriers and Customer. However, the Service may not be provided until payment is made and received in full by Fertility Couriers. If Customer is paying for an Order via credit card, then Payment Obligations are due to be paid immediately, and Customer’s initial authorization to pay for Service shall also apply and authorize payment for any subsequent Payment Obligations arising from fulfillment of an Order. For each Order, Customer shall be responsible, at Customer’s sole cost, for all fees and expenses (which shall be included in the Payment Obligations) of the delivery of All Shipper Units to and from such addresses that are set forth in the Order. CUSTOMER’S PAYMENT OBLIGATIONS SHALL BE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTER-CLAIM AND MAY NOT BE CANCELLED FOR ANY REASON WHATSOEVER.

Delivery and Acceptance. The Order shall specify for each Service, as applicable, the following: (a) the name and shipping address to which All Shipper Units first shall be delivered, typically the Customer’s fertility clinics’ address, (b) the name and shipping address of the person or entity (each, a “Recipient”) to which All Shipper Units subsequently shall be delivered following their delivery to the address in “(a)” immediately above, and (c) the Base Fees and any other Payment Obligations. Customer shall have the right to cancel at no charge each Order prior to shipment by providing express written notification thereof to Fertility Couriers not less than forty-eight (48) hours prior to the Order’s scheduled commencement of Service. Should Customer notify Fertility Couriers of a cancellation between twenty-four (24) and forty-eight (48) hours in advance of the scheduled commencement, then a one hundred dollar (\$100) cancellation fee shall apply. However, a full charge shall apply upon twenty-four hours prior to the scheduled commencement of Service without Customer having provided any cancellation notification to Fertility Couriers. Fertility Couriers may designate a third party shipping provider and method of transportation. Fertility Couriers shall make All Shipper Units that are the subject of the Order available for pick-up by the shipping provider as of the Order’s scheduled commencement of Service at the address indicated in the Order.

Rights to Shipper Units; Inspection of All Shipper Units. Nothing contained in the Terms and Conditions may be construed as conveying to Customer any right, title or interest in or to the Shipper Units. Customer recognizes and acknowledges that Fertility Couriers has the right to maintain possession of the Shipper Units conditional upon Customer’s compliance with the Terms and Conditions. Customer shall not, without the prior written consent of Fertility Couriers, assign or sublease any of the Shipper Units, or hypothecate, pledge or otherwise encumber or suffer a lien upon or against or otherwise convey any interest in any Shipper Units (or purport to do any of the foregoing). Customer shall indemnify Fertility Couriers from any and all losses, liabilities, damages and expenses (including reasonable attorneys’ fees and costs) resulting from any such actual or purported assignment, sublease, hypothecation, pledge, encumbrance, lien or conveyance. Upon the request of Fertility Couriers, Customer shall execute and deliver financing statements or similar documents, and take such other actions, to permit Fertility Couriers to perfect a security interest in, or to evidence Fertility Couriers’s ownership of, the Shipper Units. Fertility Couriers hereby retains all right, title, and interest in and to any carbon dioxide emission or similar credits, offset rights, benefits and/or entitlements arising out of or related to the use of the Shipper Units. Upon the request of Fertility Couriers, Customer shall provide

Fertility Couriers with waivers of interest or liens, from anyone claiming any interest in the Shipper Units. Fertility Couriers may, at its sole discretion, open and inspect any of the All Shipper Units without notice.

Maintenance and Use. Customer shall (a) use All Shipper Units in a careful and proper manner and in accordance with all applicable product protocols, guidelines and/or use restrictions established from time to time by Fertility Couriers, (b) not use All Shipper Units or allow All Shipper Units to be used for any unlawful purpose, (c) not modify or alter All Shipper Units in any manner whatsoever, (d) not reverse engineer, disassemble or determine or attempt to determine the composition, production or characteristics of the Shipper Units (or any components thereof), (e) use every reasonable precaution to prevent loss or damage to All Shipper Units and to prevent injury to persons and property, and (f) comply with all applicable laws, ordinances and regulations (including without limitation, all customs, import and export laws and regulations). Customer shall cooperate fully with Fertility Couriers and any insurance companies producing insurance in accordance with the Terms and Conditions in the investigation and defense of any claims and suits arising from the use or operation of All Shipper Units. Customer shall use All Shipper Units only for the transport of frozen items which are specifically identified in the Order and accepted by Fertility Couriers and in compliance with all such applicable laws, ordinances or regulations. Customer shall cause any third party, identified on the Order and accepted by Fertility Couriers, that Customer permits to use All Shipper Units to be bound by the Terms and Conditions; any such third party shall be bound by the Terms and Conditions; and Customer, in addition to such third party, shall be responsible for any such third party's compliance with (and any breach of) the Terms and Conditions. Customer or its designee shall be solely responsible for making any and all filings and for providing any and all information relating to the contents of All Shipper Units (including without limitation, any Electronic Export Information), and for the accuracy and completeness thereof. Customer hereby grants to Fertility Couriers a nonexclusive, worldwide, royalty-free license (with right to grant sublicenses) for all purposes under any and all intellectual property rights related to any discovery, invention or other technology directly or indirectly derived by Customer from use of the Service.

Loss or Damage to All Shipper Units. Customer shall bear all risk of loss, damage, theft, destruction, attachment, seizure or the like of or to All Shipper Units (any such event, a "Casualty"), reasonable wear and tear excepted for the Shipper Units only, during the applicable cycles as described above. No Casualty shall impair the obligations of the Customer to pay the Payment Obligations for any and all Orders. Immediately upon Customer becoming aware of a Casualty, Customer shall provide Fertility Couriers with written notice detailing such Casualty. At Fertility Couriers' sole option and upon notice to Customer, Customer shall promptly (a) reimburse Fertility Couriers for the reasonable costs of repairing the affected Shipper Unit (but not exceeding the replacement value established from time-to-time by Fertility Couriers ("Replacement Value")), or (b) pay Fertility Couriers the Replacement Value in the case of a lost Shipper Unit or a Shipper Unit for which the cost of repair would exceed the Replacement Value.

Return of Shipper Units. Upon receipt of the shipments at its destination, Customer or Customer's fertility clinic shall return All Shipper Units to the address, typically a Fertility Couriers facility, specified on the return shipping label included with the shipment, free and clear of any claims, liens or encumbrances in a serviceable, emptied and clean condition without damage, except for reasonable wear and tear. Payment Obligations may include fees and expenses owing in the event of any (i) any delay in

the return of all Shipper Units, (ii) change (other than by Fertility Couriers) made to any shipping address to which All Shipper Units will be delivered, or (iii) change (other than by Fertility Couriers) to the time of delivery for All Shipper Units.

No Fertility Couriers Indemnity; Customer Indemnity. Fertility Couriers shall not be responsible for any injuries, losses or liabilities to Customer or any third party resulting from or arising out of (a) the Service and the possession or use of All Shipper Units, (b) any breach of any representation, warranty or covenant under the Terms and Conditions or any inaccuracy of information supplied by Customer on an Order, or (c) any failure to make any filings or to provide any information, that are true, complete and accurate in all respects, relating to the contents of All Shipper Units. Customer shall indemnify, defend and hold harmless Fertility Couriers from and against any and all injuries, losses or liabilities (of any type or nature whatsoever) resulting from or arising out of (i) the possession or use of All Shipper Units by or on behalf of the Customer or its designee (without regard to cause or jurisdiction thereof), (ii) the breach of any representation, warranty or covenant under the Terms and Conditions or any inaccuracy of information supplied by Customer on an Order, or (iii) any failure to make any filings or to provide any information, that are true, complete and accurate in all respects, relating to the contents of All Shipper Units. This indemnity obligation shall survive the completion of the Service.

No Liability for Delay. Fertility Couriers shall not be liable for any loss, liability or damage resulting from any failure to perform or any delay in shipment, including but not limited to an act or failure to act of the shipping provider, an act of God, an act of Customer, fire, theft, flood, war, sabotage, slow-down, strike or other labor difficulty, riot, acts of terrorism, embargo, government act, regulation, rule ordinance or request or inability to obtain necessary labor, materials, manufacturing facilities or transportation or any customs related delays.

Taxes and Other Charges. Customer shall pay when due all taxes, surcharges, duties, fees, fines, assessments and penalties relating to each Order, including without limitation, documentation fees, filing fees, credit fees, inspection fees, early termination or assumption fees, use taxes and business taxes. If Fertility Couriers pays any taxes or fees on Customer's behalf, Customer shall promptly pay Fertility Couriers for one-hundred and ten percent (110%) of all such payments on demand, plus any fines, penalties or other charges which arise on account of Customer's failure to pay such taxes or fees to the appropriate governmental authorities.

NO WARRANTY. FERTILITY COURIERS HEREBY EXCLUDES ALL WARRANTIES WITH RESPECT TO THE SERVICE, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW, COURSE OF DEALING, TRADE USAGE, REPRESENTATION, STATEMENT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. FERTILITY COURIERS ALSO EXCLUDES ALL OTHER OBLIGATIONS AND LIABILITIES IN CONNECTION WITH THE USE OF THE SHIPPER UNITS. FERTILITY COURIERS SHALL NOT UNDER ANY CIRCUMSTANCE BE LIABLE TO ANYONE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR

REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT FERTILITY COURIERS OR A SHIPPING PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN NO EVENT SHALL FERTILITY COURIERS BE LIABLE FOR THE COST OF PROCUREMENT OF A SUBSTITUTE CONTAINER. **FERTILITY COURIERS'S MAXIMUM LIABILITY FOR EACH ORDER, FOR ANY REASON, SHALL NOT EXCEED THE LIABILITY LIMIT (DEFINED BELOW).**

Fertility Couriers neither assumes nor authorizes any person, firm or entity to assume for it any other additional liability or responsibility in connection with the Service.

Liability Limit (Not Insurance Coverage). The declared value of any Order does not represent Fertility Couriers' potential liability in connection with an Order, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery of information relating to the Order (the "Declared Value"). The Declared Value is only for Customer's internal usage with respect to any insurance it carries for shipping of its goods. Fertility Couriers liability for each Order is limited to US \$200 (the "Liability Limit"). Exposure to and risk of any loss in excess of the Liability Limit is assumed by the Customer. Customer may transfer this risk to an insurance carrier of its choice through the purchase of an insurance policy, and should contact an insurance agent or broker if Customer desires insurance coverage. FERTILITY COURIERS DOES NOT PROVIDE INSURANCE COVERAGE OF ANY KIND. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO SECURE INSURANCE COVERAGE FOR THE VALUE OF ANY MATERIAL SHIPPED IN AN ORDER. FERTILITY COURIERS' ACCEPTANCE OF ANY ORDER BEARING A DECLARED VALUE IN EXCESS OF THE LIABILITY LIMIT DOES NOT CONSTITUTE A WAIVER OF THE LIABILITY LIMIT. REGARDLESS OF THE DECLARED VALUE OF AN ORDER, FERTILITY COURIERS'S LIABILITY FOR LOSS, DAMAGE, DELAY, MISDELIVERY, NONDELIVERY, MISINFORMATION, ANY FAILURE TO PROVIDE INFORMATION, OR MISDELIVERY OF INFORMATION, OR ANY OTHER DIRECT OR INDIRECT CLAIM, WILL NOT EXCEED THE LIABILITY LIMIT. Customer is responsible for accurately completing the Order or other shipping documents, including completion of the declared-value section. Fertility Couriers cannot honor requests to change the declared-value information on the Order. FERTILITY COURIERS WILL NOT BE LIABLE FOR ANY ORDER IN EXCESS OF THE LIABILITY LIMIT, WHETHER OR NOT FERTILITY COURIERS KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED. Fertility Couriers will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information, except such as may result from Fertility Couriers's gross negligence and in such case such liability will be limited to the Liability Limit. Fertility Couriers will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, nondelivery, misinformation, failure to provide information, or any other direct or indirect claim, caused by or resulting in whole or in part from:

- A. The act, default or omission of any person or entity, other than Fertility Couriers, including those of any local, state or federal government agencies or the shipping provider;
- B. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment;
- C. Customer's violation of any of the terms and conditions contained in the Terms and Conditions, as amended or supplemented, or on an Order, including, but not limited to, the improper or

- insufficient packing, securing, marking and addressing of shipments, or use of an account number not in good credit standing, or failure to give notices in the manner and time prescribed;
- D. Perils of the air, public enemies, criminal acts of any person(s) or entities, including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotion, hazards incident to a state of war, local or national weather conditions, national or local disruptions in air or ground transportation networks (as determined solely by us), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), labor disruptions or shortages caused by pandemic conditions or other public health event or circumstances, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), acts of God, inclement weather, conditions that present a danger to our personnel, and disruption or failure of communication and information systems (including, but not limited to, our systems);
 - E. Fertility Couriers' compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the dewan or recipient;
 - F. Damage or loss of materials placed in All Containers by Customer;
 - G. Fertility Couriers' inability to provide a copy of the delivery record or a copy of the signature obtained at delivery, from the shipping provider;
 - H. Failure by the shipping provider or any third party in possession of All Containers during the Service, to honor package-orientation graphics (e.g., "up" arrows, "this end up" markings), "fragile" labels or other special directions concerning packages;
 - I. Any party's failure to follow all of Fertility Couriers' packing instructions for the All Containers;
 - J. Fertility Couriers' failure to notify Customer of any delay, loss or damage in connection with an Order or any inaccuracy in such notice;
 - K. Performance of the Service will not constitute Fertility Couriers as the Customer's or anyone's agent for any purpose;
 - L. Customer's failure to provide accurate delivery address information;
 - M. Any Order which violates the terms and the conditions of the shipping provider; and/or
 - N. Failing to meet a delivery commitment for any Order with an incomplete or incorrect address.

Default. Customer is in default of these Terms and Conditions if any of the following occurs: (a) Customer fails to pay any Payment Obligation or other sum when due and such failure is not cured within thirty (30) days; (b) Customer breaches any warranty or other obligation hereunder; (c) Customer becomes insolvent or unable to pay its debts when due, Customer stops doing business, or Customer makes an assignment for the benefit of creditors or Customer undergoes a substantial deterioration in its financial condition; or (d) Customer files (voluntarily or involuntarily) a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for Customer or a substantial part of Customer's assets or business (each, a "Default").

Remedies. Upon the completion of the Service or the occurrence of a Default, Fertility Couriers may declare the entire balance of the unpaid Payment Obligations for the Orders Term immediately due and payable, sue for and receive all Payment Obligations and any other payments then accrued or accelerated under these Terms and Conditions plus the Replacement Value of the Shipper Units, as applicable. If Customer does not pay to Fertility Couriers any amount owing under the applicable Order or the Terms and Conditions within the applicable payment period, then Fertility Couriers may charge Customer interest on all amounts due at the rate of one and a half percent (1.5%) per month, but in no event more than the maximum rate permitted by law, calculated from the date such amount was first due until paid in full. Customer additionally shall pay to Fertility Couriers all fees and expenses incurred by Fertility

Couriers in connection with the enforcement of any remedies, including reasonable attorneys' fees and costs.

Limitations on Legal Actions. Any right Customer might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against Fertility Couriers under any cause of action arising from any Order shall be extinguished unless you file an action within one year from the date of such Order.

Miscellaneous. These Terms and Conditions shall apply to all Orders placed, until an Order is placed with an amended Terms and Conditions appended, at which point such amended Terms and Conditions shall govern all orders placed thereafter. These Terms and Conditions shall be governed by and construed in accordance with the law of New York State without regard to its conflict of law principles, and shall be governed by final and binding arbitration pursuant to the first paragraph of these Terms and Conditions. No waiver, alteration or modification of any of the provisions hereof shall be binding on Fertility Couriers unless made in writing and duly authorized and executed by Fertility Couriers. A waiver or modification by Fertility Couriers of any condition or obligation of Customer hereunder shall not be construed as a waiver or modification of any other condition or obligation and no waiver or modification by Fertility Couriers granted on any one occasion shall be construed as applying to any other occasion. If any of the provisions in these Terms and Conditions are held to be in violation of applicable law or applicable court decision, then such provisions are hereby waived or amended to the extent necessary to achieve the same economic effect for the Terms and Conditions to be enforceable in such jurisdiction and the rest of this the Terms and Conditions shall remain in full force and effect. The performance of any services does not make Fertility Couriers an agent of any third party for any purpose. All notices, reports, requests, approvals and other communications required or permitted hereunder must be in writing, sent to the applicable party at its address specified in the Order and shall be effective upon receipt.