



PERSONAL AND FINANCIAL INFORMATION FORM (Required)

A2

PERSONAL

All fields must be completed

Client's Name - Last: _____ First: _____
(The term client solely refers to the female recipient of the semen specimens as indicated on the A1 form.)

Social Security Number (Last four digits): _____ Birth Date: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Primary Telephone: _____ Secondary Telephone: _____

E-mail Address: _____

Mother's Maiden Name: _____
(This will be the password to your account and is required to place orders or inquire on account status.)

Check One: [] Married [] Single [] Partner (This information is for CCB purposes only and kept completely confidential.)

Spouse or Partner's Name: _____ Spouse or Partner's Phone: _____
(Optional)

How did you hear about us? (Optional)

- [] Friends/Family [] Internet Search Engine [] Support Group [] Physician [] Other Internet Source
[] Magazine Ad [] News Story [] Message Boards [] Other _____

FINANCIAL TERMS

Are you paying with a credit card? [] Yes [] No If yes, please complete the required fields below:

Credit Card # _____ Exp. Date ____ / ____
[] American Express [] MasterCard [] Visa [] Discover

Name as it appears on the credit card Signature of cardholder

Orders to be shipped: Credit card payment is required at the time the order is placed and must be authorized by the card holder. Credit cards are not transferable according to the rules of the issuing financial institution. To pay by check, the check must be received at least one week prior to placing the order. Orders to be picked up: Cash or credit card payment (card holder must be present) may be made at the time of pick-up. Checks are not accepted for pick-up orders.

I, the undersigned, have read the above statement and accept full financial responsibility for all charges incurred by me, or my dependents, for services rendered by California Cryobank.

Print Client's Name Client's Signature Date

Print Spouse's Name (Required if married) Spouse's Signature Date

Please keep a copy for your records.

Document must be mailed or faxed to:

CALIFORNIA CRYOBANK
Attn: New Accounts
11915 La Grange Avenue
Los Angeles, CA 90025

Fax: (866) 625-7336 US and Canada / (310) 826-1605 International

12) NO WARRANTIES

EXCEPT AS SET FORTH IN SECTION 3 (SPECIMEN QUALITY), ALL CRYOBANK PRODUCTS AND SERVICES (INCLUDING, WITHOUT LIMITATION SPECIMENS AND THE COLLECTION, TESTING, STORING, FREEZING AND SHIPPING OF SPECIMENS) ARE PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. IN PARTICULAR (BUT WITHOUT LIMITATION), CRYOBANK DOES NOT WARRANT THAT SPECIMENS ARE FREE OF GENETIC DEFECTS OR DISEASES, THAT A PREGNANCY WILL RESULT FROM THE USE OF A SPECIMEN, OR THAT A CHILD BORN USING A SPECIMEN WILL BE FREE OF DISEASE OR MENTAL DEFECTS. INFECTIOUS DISEASE SCREENING REDUCES THE RISK OF INFECTIOUS DISEASE TRANSMISSION, BUT DOES NOT ELIMINATE THE POSSIBILITY. DONOR INFORMATION IS OBTAINED DIRECTLY FROM DONORS, THEREFORE CRYOBANK DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, SUITABILITY OR OTHERWISE. You agree to be bound by the above disclaimer of warranties by placing your initials below.

(Client Initials)



INITIALS REQUIRED

13) LIMITATION OF LIABILITY

Acknowledgement of Risks and Release of Liability. You have been advised and understand that there are inherent risks in the analysis, processing and freezing (collectively, "Freezing") and thawing of semen, including but not limited to damage to the sperm, reduced capacity for fertilization and reduced life span of the sperm after thawing. Except as set forth in Section 3 (Specimen Guaranty), you agree that you shall not be entitled to any form of damages, compensation, recovery or reimbursement and hereby release Cryobank from all liability in connection with any loss damage or destruction of a Specimen due to the risks described in this paragraph.

Liquidated Damages. **The parties acknowledge and agree that in the event of loss, damage or destruction of Specimens during their storage by Cryobank, your actual damages as a result thereof would be impracticable or extremely difficult to determine. Accordingly, the parties hereto agree that in the event Specimens or any part thereof, are lost, damaged or destroyed during storage, including, without limitation, as a result of Cryobank's negligence, you shall be entitled to liquidated damages in the amount equal to the storage fee paid by you for the storage period in which such loss, damage or destruction occurred and, in cases where you are storing frozen donor specimens purchased from Cryobank, you shall also be reimbursed in the amount of fees paid to Cryobank for such semen purchased. You agree to be bound by the terms of this liquidated damages provision by placing your initials below.**

(Client Initials)



INITIALS REQUIRED

Waiver of Claim. Except as expressly provided above under "Liquidated Damages," you expressly release Cryobank, its agents, employees, officers, directors, shareholders, and affiliates to the fullest extent permitted by law from any claims, loss, damage, expenses, liabilities, demands, offsets, causes of action and attorneys' fees which you may have arising out of or in any way relating to this Agreement, including but not limited to the collection, freezing, sale, purchase, storage, release, loss, damage or destruction of the Specimens, and hereby expressly waive and forever give up provisions of California Civil Code Section 1542 which section provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

14) BINDING ARBITRATION

Any dispute relating in any way to products or services that you purchase from us shall be submitted to confidential arbitration in Los Angeles, California. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association, which will appoint a neutral arbitrator to conduct the arbitration. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The prevailing party in the arbitration shall be entitled to recover all costs of the arbitration including, without limitation, attorneys' and experts' fees.

Print Client's Name

Date

