



55 N 5th Street
Brooklyn , New York
11249, USA

Dadi Inc.

SPERM BANKING AGREEMENT

This Agreement (this "Agreement"), by and between Dadi Inc., a Delaware corporation ("Dadi" or the "Company"), and the individual signatory to this Agreement ("you" or "Client"), is effective as of the date on which you checked "I AGREE" to accept the terms and conditions of this Agreement and remit the initial fee described in Section A.1 of this Agreement. Pursuant to this Agreement, the parties hereto hereby agree to process and store up to three (3) vials of Client's sperm at one or more cryogenic facilities of national or regional reputation as reasonably selected by Dadi (the "Facility"), and to abide by such other terms and conditions, as set forth herein.

A. FEES

1. Initial Fee. This fee as of the date of this Agreement is as set forth at www.dadikit.com/faq/#fees. In consideration of payment of such fee (which fee is due at the time that this Agreement is executed and delivered by you), Dadi agrees that it will, or will cause the Facility to, as applicable:
 - a. send a storage and transfer kit to you at your address as provided to Dadi;
 - b. receive your sperm deposit ("deposit");
 - c. process your deposit for sperm concentration, sperm count and motility, and such other items as may be determined by Dadi from time to time;
 - d. send a report to you at your address as provided to Dadi regarding the matters described in item (c) of this Section A.1; and
 - e. freeze and store the deposit(s).

2. Storage Fee. Monthly and annual storage fees as of the date of this Agreement are set forth at www.dadikit.com/faq/#fees. Storage fees may be changed by Dadi at any time or from time to time with written notice to Client. The storage fee covers the maintenance and storage of the deposit for a one (1) month period (to the extent that you have selected the monthly payment option) or a one (1) year period (to the extent that you have selected the annual payment option), and it is to be paid in advance of said maintenance and storage. This fee is non-refundable. This Agreement and the storage fee will automatically renew for successive one (1) month or one (1) year periods, as applicable, until such time that Client agrees to a longer payment term, or until such time that Client provides written notice of his intent to terminate this Agreement. Written notice to terminate this Agreement must be submitted and notarized on Dadi's official discard form, with it being understood and agreed that electronic notarization of the discard form as reasonably acceptable to Dadi shall be sufficient. Upon automatic renewal, service will be billed at the then current monthly or annual storage fee, as applicable. Client has thirty (30) days from the annual or monthly, as applicable, renewal date to notify Dadi of the desire to discard the deposit(s). After thirty (30) days, the annual or monthly storage fee, as applicable, is accrued and will not be pro-rated.

3. Withdrawal Fee. Upon payment of the withdrawal fee (and any other unpaid fees that may then be payable by Client to Dadi, including, without limitation, any unpaid storage fee), receipt of such forms as Dadi shall prescribe to Client, and upon ten (10) days prior written notice to Dadi, Dadi will deliver (or cause to be delivered) to Client's physician or other health care provider, the portion of the deposit which such physician or other health care provider requests. Any release or transfer

of deposits shall be at the sole risk and expense of Client. The withdrawal fee as of the date of this Agreement is set forth at www.dadikit.com/faq/#fees. The withdrawal fee may be changed by Dadi at any time or from time to time with written notice to Client.

4. **Discard Fee.** Upon payment of the discard fee (and any other unpaid fees that may then be payable by Client to Dadi, including, without limitation, any unpaid storage fee) and receipt of such forms as Dadi shall prescribe to Client, Dadi will discard (or shall cause to be discarded) the deposit(s) as directed by Client. Annual storage fees will apply until all paperwork (notarized form/letter) and fee for discard is received by Dadi. The discard fee as of the date of this Agreement is set forth at www.dadikit.com/faq/#fees. The discard fee may be changed by Dadi at any time or from time to time with written notice to Client.

B. DUTIES; PAYMENTS

Although Dadi shall act solely as the agent of Client according to the terms of, and solely to the extent provided in, this Agreement, all rights of Client under this Agreement may, at Dadi's discretion, terminate upon Client's breach of this Agreement in any manner. Dadi shall be under no obligation to continue to perform any duty imposed by this Agreement upon Client's breach of this Agreement, including the failure of Client to pay any fees due under this Agreement. In the event of any payment default under this Agreement, Dadi may, in its sole discretion, refer Client's account to any agency for collection. In the event that Client's account is referred for collection, Client agrees to pay all costs of such collection including any reasonable fees charged by the collection agency, costs of collection and reasonable attorney fees. If Client is in default, Dadi may, in its sole discretion, discard / dispose (or cause the Facility to discard / dispose) all stored deposits.

C. NO WARRANTY

Client acknowledges that neither Dadi nor the Facility, nor any of the officers, directors, managers, shareholders, members, executives, employees or consultants to either of the foregoing, has made any other representations or warranties to Client of any kind, nature or description, express or implied (including any warranty of merchantability or fitness for a particular purpose), including, without limitation; any representations or warranties with respect to: (i) the viability or motility of Client's frozen sperm cells; (ii) the possibility of the successful use of the deposit(s) at any time; (iii) the lack of risk of a birth defect or miscarriage after artificial insemination or assisted reproductive technology ("ART") procedure with the use of Client's deposit(s); (iv) the possibility of the lack of complications in pregnancy and delivery after use of Client's deposit(s) in artificial insemination or ART procedure; (v) the infallibility of the Facility's liquid nitrogen cooled refrigerators or any other of the Facility's equipment; or (vi) the competence of any of the executives, employees or consultants of Dadi or the Facility, and Dadi hereby expressly disclaims any and all such representations or warranties. Client acknowledges that the risks to the pregnancy as noted above, and complications with labor and delivery, are the same following the use of frozen sperm as that for pregnancy, labor and delivery after artificial insemination with fresh sperm, or by normal coitus. Client further acknowledges that he understands that the viability, motility and capacity to fertilize of the frozen sperm cells varies from deposit to deposit and may deteriorate with time in storage/age of the deposit, that no guarantee of any kind can be made with respect to the possibility of the successful use of the deposit for the purpose of artificial insemination or ART procedure, that cryopreservation and storage add no therapeutic value to the deposits, and that none of the processing of deposits to be conducted by (or at the direction of) Dadi or the Facility shall be for diagnostic purposes.

D. NON-PERFORMANCE; LIMITATION OF LIABILITY

Client agrees that neither Dadi nor the Facility, nor any of the officers, directors, managers, shareholders, members, executives, employees or consultants of either of the foregoing, shall be liable to Client, or Client's heirs, estate, legal representatives, or any person claiming through any of them, whether in contract or in tort or under any other legal theory, for any damages, costs or expenses (including any

indirect, special, incidental, consequential or similar damages), arising out of or in connection with this Agreement or the performance or non-performance by Dadi or the Facility of its respective duties hereunder, including damages relating to any destruction or damage to, or misuse of the deposit in a frozen state, the improper withdrawal, thawing and/or delivery of the deposit or any other matter, cause or thing, unless such destruction, damage, misuse, improper testing, freezing, maintenance, storage, withdrawal, thawing and/or delivery or other matter, cause or thing is directly caused by or directly results from the willful misconduct of Dadi or the Facility as determined by a final and non-appealable determination of a court of competent jurisdiction. Without limiting the generality of the foregoing, neither Dadi nor the Facility, nor any of the officers, directors, managers, shareholders, members, executives, employees or consultants of either of the foregoing, shall be liable to any person for destruction, damage, misuse, improper testing, freezing, maintenance, storage, withdrawal, thawing and/or delivery, or for any failure to perform any obligations hereunder, to the extent caused by or resulting from any malfunction of the liquid nitrogen cooled refrigerator used at the Facility, failure of any utilities, any strike, cessation of services or other labor disturbances, delivery failures or delays by outside agents, acts of vandalism, governmental interference or changes in regulation, any fire, earthquake, flood or any other acts of nature, acts of terrorism or war, the failure of any other laboratory, or any other cause or thing not within the direct or immediate control of either Dadi or the Facility.

E. DISPOSAL OF DEPOSIT

Upon termination of Dadi's obligations under this Agreement for any reason whatsoever, Dadi may dispose (or cause the Facility to dispose) of the deposit(s) in any practicable manner, except that no deposit will be used without the Client's written consent, for the purpose of causing pregnancy by means of artificial insemination or ART procedure.

F. INDEMNIFICATION

Client hereby represents and warrants to Dadi that Client has full right, title and authority to enter into this Agreement and to submit the deposit that is the subject of this Agreement to Dadi for processing and storage. Client shall indemnify, defend and hold harmless Dadi, and its employees, officers, directors, agents, shareholders and affiliates, including, without limitation, the Facility, from and against any claim, loss, liabilities, damage, demands, offsets, causes of action and attorneys' fees sustained by Dadi or the Facility as a result of any third party action, proceeding or dispute of any nature or kind involving the ownership, storage, use and/or disposition of the deposits, or the breach by Client of the representations and warranties contained in this Agreement. Furthermore, Client releases Dadi and the Facility from all liability now or hereafter arising out of or related to physical appearance of or any abnormalities, birth defects, hereditary characteristics or tendencies of any offspring, or from another adverse consequences, including the transmission of infectious or genetic disease, which may arise in connection with or as a result of using any deposit. In the event of any disputes whereby Dadi is ordered by a court with judicial authority to hold (or to cause to be held) deposits, Dadi shall be entitled to collect back storage fees resulting from the court hold.

G. USE OF DEPOSIT; Use of test results

It is intended that the deposit be used only for purposes of artificial insemination or in ART procedures by a physician of Client's lawful spouse or sexually intimate partner. Neither Dadi nor the Facility shall have any responsibility for the ultimate use of any portion of the deposit or for the method of artificial insemination or ART used. In no event shall either Dadi or the Facility be required to release any portion of the deposit to any person other than Client's physician or other health care provider or, after Client's death, to any person, except in either case as otherwise directed by an order of a court of competent jurisdiction.

Client hereby acknowledges and agrees that Dadi may use the results obtained from the testing of Client's deposit for academic research, or may provide such results to bona fide academic institutions for academic research, in each case without providing the name, address, contact information or other identifying information about Client, and in each case in accordance with applicable law.

H. DISCARD IN CASE OF DEATH

In the event of the death of Client (as evidenced by a certified copy of Client's death certificate, or other evidence of death satisfactory to Dadi in its sole discretion), Client hereby authorizes Dadi to dispose of (or to cause the Facility to dispose of) all of the deposits. For the avoidance of doubt, Client does not consent to posthumous conception via the use of deposits banked by Client with Dadi or the Facility.

I. GOVERNMENT ORDERS

Notwithstanding any other provision of this Agreement, Dadi may release or discard (or cause the Facility to release or discard) any or all deposits, without Client's permission, or refrain from doing so despite receiving an authorization or instruction from Client, in each case if ordered to do so by any court of law or governmental body or agency of competent jurisdiction or upon the issuance of any law, regulation or advisory opinion requiring, in Dadi's opinion, the release or destruction of such deposits. For purposes of this Agreement, "regulation" includes, without limitation, the requirements of any federal and state permits or licenses, held or required to be held by Dadi or the Facility and "agency of competent jurisdiction" includes any authority using any such permit or license.

J. ASSIGNABILITY

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. This Agreement may be assigned by Dadi to any individual, association, partnership or other business entity that is either providing a similar service to that provided by Dadi or the Facility, or that intends subsequent to such assignment to provide such a similar service. For the avoidance of doubt, nothing in this Section J shall limit the intent and purpose of Section H.

K. ADDITIONAL AGREEMENTS

This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly cancelled. This Agreement may be altered, amended or modified only by an agreement in writing signed by the parties hereto, except as otherwise contemplated hereby. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

L. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by, and construed in accordance with the internal laws of, the State of New York (without application of its principles of conflicts of laws). The parties hereby agree that any dispute, controversy or claim arising out of this Agreement or the performance, breach or termination thereof shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be New York, New York. The arbitration shall be conducted by a neutral arbitrator appointed by the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction. The prevailing party shall be entitled to be awarded all costs of arbitration including, but not limited to, attorneys' fees. All information resulting from or otherwise pertaining to any dispute shall be non-public and handled by Dadi, Client and their respective agents in such a way as to prevent the public disclosure of such information. Notwithstanding

the foregoing, Dadi and Client shall have the right to seek and obtain court ordered specific performance, injunctive and other equitable remedies in connection with any actual or threatened breach of this Agreement by Dadi or Client.

M. NOTICES

All notices, requests and other communications required or permitted under this Agreement shall be in writing and signed, and shall be deemed given five (5) days after deposit in the U.S. mail duly addressed to the intended recipient at the address set forth on the bottom of each page of this Agreement with respect to Dadi and at the address as specified in Client's account creation form with respect to Client. Either party may change its address for notice purposes by giving the other party notice of its new address in accordance with this Agreement. Any notice, correspondence or billing directed to Client's address shall be presumed to have been received in the regular course of mail by Client. Client hereby agrees to update Dadi from time to time as may be necessary to keep Dadi apprised of his current address.