

7. IN THE EVENT OF DEATH OF CLIENT

Client may elect one of the following two provisions to apply in the event of the death of Client, and by initialing the appropriate box Client hereby instructs (the "Instruction") Cryobank in the event of such death to:

- A. Discard the Client Specimens: by thawing and discarding following then applicable approved Cryobank procedure; or
- B. Release all Client Specimens to Client's legal representative, or the executor or administrator of Client's estate (each referred to herein as the "Legal Representative") who shall promptly provide Cryobank with instructions on how the Specimens will be disposed.

Client acknowledges that Cryobank is not providing and cannot provide Client with legal advice and that Client may wish to confer with experienced counsel regarding Client's will and/or estate planning in connection with making any choice under this section. Client also acknowledges that, **NOTWITHSTANDING THE FACT THAT CLIENT MAY HAVE SELECTED INSTRUCTION A ABOVE**, Cryobank may not be able to comply with such instruction in the event that it is ordered by a court to dispose of such Specimens in a way other than that described in Instruction A above, including, without limitation, an order to release the Specimens to the Client's Legal Representative (or as directed by the Legal Representative) or other individual or entity.

Client acknowledges and agrees that Cryobank will not release the Specimens to the Client's Legal Representative pursuant to Instruction B above until the Legal Representative meets the following release requirements:

- a) The Legal Representative must provide Cryobank with a copy of Client's death certificate.
- b) The Legal Representative must provide to Cryobank written verification reasonably sufficient in Cryobank's sole and exclusive opinion that such Legal Representative has legal authority to represent Client's estate.
- c) If, and as determined in Cryobank's sole and exclusive discretion, the Legal Representative provides Cryobank with a written agreement to indemnify and hold Cryobank harmless from and against any claims or actions brought by any person or entity contesting Cryobank's action in releasing the Specimens to the Legal Representative.

In addition, Cryobank's release of Specimens to the Legal Representative shall be subject to, and conditioned upon compliance with all then applicable laws, rules and regulations concerning the testing and release of Specimens.

Cryobank reserves the right to deny the release of any Specimens unless and until it is satisfied, in its sole and absolute discretion, with the identification and authority of, and other information provided by the Legal Representative.

If Cryobank is unable, after using reasonable efforts for thirty (30) days from its becoming aware of the death of Client, to dispose of the Specimens as provided in Instruction B above of this Section 7, Cryobank shall have the absolute right in its sole and absolute discretion to destroy the Specimens.

8. CONFIDENTIALITY

Cryobank agrees to use reasonable efforts to maintain the confidentiality of information provided by Client. This provision shall be deemed not to restrict disclosure required by law, requested by any government agency or public authority, inadvertent disclosures due to the unintentional release of information, disclosures resulting from media attention, disclosures made by individuals, whether or not employed by Cryobank, disclosures of information by computer hackers or any other type of intruder acting without Cryobank authorization, releases of information to the hospital, laboratory or any health care provider requesting information for the claimed purpose of providing service to Client, disclosures to professional consultants or advisors to Cryobank, or disclosures as part of a potential or actual sale, transfer or assignment of any or all rights or obligations of Cryobank under this Agreement.