

## C'ELLE INDEPENDENT SALES DISTRIBUTOR AGREEMENT

This Independent Sales Distributor Agreement ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between Cryo-Cell International Inc., a Delaware corporation with an address of 700 Brooker Creek Blvd., Suite 1800, Oldsmar, FL 34677 ("CCEL"), and \_\_\_\_\_, with an address of \_\_\_\_\_ ("Distributor").

WHEREAS, CCEL is engaged in the provision of stem cell collection and preservation services, with a particular service being known as the C'elle Menstrual Stem Cell Service ("Product"), and CCEL and Distributor desire to enter into a relationship, whereby Distributor will promote the sale of Product upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed upon as follows:

**1. DUTIES OF DISTRIBUTOR.** Distributor will use its best efforts to solicit orders for the sale of Product by presenting Product in a clear, understandable and professional manner. Distributor will present Product to females of appropriate ages who may be potential users of Product. Product shall not be presented or sold to potential customers under the age of 18.

**2. SOLICITATION AND/OR PURCHASE ORDERS.** All of Distributor's solicitations and/or purchase orders will conform to such terms and conditions as CCEL may specify from time to time. All sales orders are subject to CCEL's approval, and Distributor shall not commit CCEL to the delivery of Product. CCEL shall provide all billing services to customers. All orders accepted by CCEL are subject to delays in manufacture or delivery due to causes beyond CCEL's reasonable control.

**3. NO AGENCY.** In the performance of Distributor's obligations hereunder, Distributor shall at all times act as and be deemed an independent contractor. Nothing in this Agreement shall be construed to render Distributor an employee, agent or partner of CCEL. Distributor is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of CCEL.

**4. USE OF INFORMATION AND LOGO.** In connection with any advertising, sales promotions and solicitation and any duties carried out by Distributor pursuant to this Agreement, Distributor shall use only information, pricing and terms approved by CCEL in advance. Distributor shall not include any logo identifying Product or CCEL on any business card or other media not provided to Distributor by CCEL without the prior written consent of CCEL.

**5. COMMISSIONS.** Subject to the terms and conditions of this Agreement, Distributor will receive a commission of 25% of sale price per kit of Product sold and shipped to customers approved by CCEL. Distributor shall submit in writing to CCEL any claim or dispute with respect to the entitlement to and/or amount of commissions within forty-five (45) days from the end of the month for which such commissions are claimed. Failure to timely raise in writing any claims or disputes with respect to entitlement to and/or amount of payment will result in non-payment of such claimed commissions.

**6. SAMPLES.** Any samples of Product provided by CCEL to Distributor shall remain the property of CCEL and must be promptly returned to CCEL upon request. All such samples are subject to review at any time by CCEL and shall under no circumstances be sold, transferred, conveyed, pledged, or hypothecated to any individual or any other entity, unless approved in advance in writing by CCEL. Distributor shall not undertake to reverse engineer or modify in any way any samples, materials or Product provided to Distributor by CCEL. This Section shall survive the termination or expiration of this Agreement.

**7. SUPPORT.** CCEL shall provide Distributor with such support, samples and literature, terms and conditions, pricing policies, bulletins and materials as CCEL shall determine in its sole discretion.

**8. INDEMNIFICATION.** DISTRIBUTOR SHALL BE SOLELY RESPONSIBLE TO THIRD PARTIES, AND DISTRIBUTOR SHALL HOLD CCEL, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES, HARMLESS FROM, AND AGAINST ANY AND ALL COST, LOSS AND EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, CCEL MAY SUSTAIN OR INCUR AS A RESULT OF ANY CLAIM, SUIT OR PROCEEDING MADE, BROUGHT OR THREATENED BY THIRD PARTIES AS A RESULT OF DISTRIBUTOR'S ADVISING ANY PERSON CONTRARY TO CCEL'S POLICIES, SPECIFICATIONS, TERMS AND CONDITIONS

OR PROCEDURES CONCERNING PRODUCT, OR DISTRIBUTOR'S INDUCING ANY PERSON TO USE OR APPLY PRODUCT BY MISREPRESENTATION OF PRODUCT OR ITS CHARACTERISTICS, USE, COST, AVAILABILITY, SAFETY OR APPLICATION. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**9. NO SUBCONTRACTING OR ASSIGNMENT.** Distributor may not assign any rights or delegate any obligations created by this Agreement without the prior written consent of CCEL. This Agreement shall be binding upon the heirs, successors, legal representatives and valid assigns of the parties.

**10. GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be deemed to have been made in Delaware and shall be governed by, and interpreted and enforced in accordance with, the substantive laws of Delaware, without regard to the conflict of laws, rules or principles thereof. Any controversy, claim or dispute arising out of or relating to this Agreement, or the breach thereof, shall, if not settled through good faith negotiation between the parties, be submitted to mandatory, binding, confidential arbitration. Such arbitration shall take place in Delaware and shall proceed under the rules of the American Arbitration Association and the laws of Delaware without regard to the provisions thereof concerning conflict of laws or arbitration. The determination of the arbitrator shall be binding and said determination shall be enforceable by any court of competent jurisdiction. Each party shall pay its proportionate fees as required under the rules of the American Arbitration Association.

**11. TERM AND TERMINATION.** This Agreement shall continue in effect for one year from the date first written above and shall be renewable for additional one-year terms by the mutual agreement of the parties. IT IS UNDERSTOOD AND AGREED THAT CCEL SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT UPON SIXTY (60) DAYS WRITTEN NOTICE TO DISTRIBUTOR. Distributor acknowledges and agrees that CCEL has complete and sole discretion to engage and terminate other distributors in addition to Distributor, and increase or decrease the total number of distributors so engaged, at any time, for any reason.

In the event this Agreement is terminated for any reason, Distributor shall be not entitled to any compensation or damages of any kind whatsoever. Distributor shall be compensated for the sales and marketing of Product solely through commissions paid to or earned by Distributor pursuant to the terms hereof. Distributor understands that, by signing this Agreement, Distributor releases CCEL from any claim Distributor might have for damages in quantum meruit. Further, Distributor agrees that CCEL will not pay Distributor any commissions for orders received by CCEL more than thirty (30) days after the date of termination or expiration of this Agreement.

**12. ENTIRE AGREEMENT AND AMENDMENT.** This Agreement sets forth the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all other representations and understandings both written and oral. This Agreement may be altered or modified only in writing and signed by all parties hereto.

**13. NOTICES.** All notices permitted or required under this Agreement shall be in writing, delivered by hand or mailed by certified United States mail, return receipt requested, or by a nationally recognized overnight courier to the address first written above. All notices shall be effective upon receipt or upon attempted delivery.

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound hereby, has executed or has caused this Independent Sales Distributor Agreement to be executed as of the date first above written.

**CRYO-CELL INTERNATIONAL INC.**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

\_\_\_\_\_  
Name and Title: \_\_\_\_\_