



**OOCYTE/OVARIAN TISSUE AND PLASMA AND/OR  
SERUM CRYOSTORAGE AGREEMENT – Oncofertility Programs**

This AGREEMENT, made between ReproTech LLC, a Delaware limited liability company (the "Company"), and the person named below (the "Client Depositor").

**1. Collection and Storage:** With the assistance of the Client Depositor, and in accordance with the procedures for identification and testing established by the Company (as set forth in the Company's brochure and web site, [www.reprotech.com](http://www.reprotech.com)), the Company shall receive the Client Depositor's oocyte/ovarian tissue and plasma and/or serum, which have been cryopreserved by the Client Depositor's physician/clinic (the "Clinic"), for long-term cryostorage until this Agreement is terminated pursuant to Paragraph 4. All procedures established by the Company may be modified at the sole discretion of the Company to reflect changes in industry practices, laws, or regulations.

**2. Storage Fees and Records:** The fee for each Storage Period shall be payable in advance and shall be adjusted from time to time by the Company based upon market factors. The current fees are set forth in the Company's brochure and web site, [www.reprotech.com](http://www.reprotech.com). A "Storage Period" begins with the month in which the Company receives specimens for storage. Unused storage fees are non-refundable. The Client Depositor shall keep the Company informed at all times, in writing, of their current address and telephone number for billing purposes and any other matter requiring notice to the Client Depositor. The Client Depositor's name and address, as well as other records relating to the subject of this Agreement, shall be kept on file at the Company.

**3. Account in Default:** If at any time the Company has not received full payment of all amounts due to the Company from the Client Depositor on or before the 60<sup>th</sup> day after the beginning of any Storage Period the Client Depositor is in "default". In the event of default, the Company may, in its sole discretion, refer the Client Depositor's account to any attorney or collection agency for collection, and the Client Depositor agrees to pay all costs of such collection, including but not limited to any reasonable fees charged by the collection agency and reasonable attorney's fees. If the Client Depositor is in default, the Company may discard all stored specimens. The term "discard" means that the Company will thaw and discard the specimens in a professional and ethical manner, as determined solely by the Company. Discarded specimens cannot and will not be used for reproductive purposes by or on behalf of any person or persons.

**4. Termination of Agreement:** This Agreement shall terminate and the Company's responsibilities for storage of specimens hereunder will cease:

- (1) upon the release of all specimens stored by the Company pursuant to Conditions of Release; or
- (2) upon the disposition of all specimens stored by the Company pursuant to a default under Paragraph 3; or
- (3) upon the notarized execution of Company's separate termination agreement by the Client Depositor or their Surviving Spouse; or
- (4) if the Client Depositor dies without leaving a Surviving Spouse, as established by evidence deemed sufficient by the Company.

**5. Responsibilities and Liabilities of the Company:** The Client Depositor acknowledges that they have been fully advised concerning the experimental state of the art of cryopreservation of oocyte/ovarian tissue and plasma and/or serum. In this connection, they acknowledge that they understand that the viability of the oocyte/ovarian tissue and plasma and/or serum and the results from subsequent insemination depend almost in their entirety upon the Client Depositor and the recipient. Accordingly, the Client Depositor understands and agrees that the Company's responsibilities shall be limited hereunder solely to the adequate cryostorage of said oocyte/ovarian tissue and plasma and/or serum specimens consistent with the state of the art at the date of entering into this Agreement. The Client Depositor agrees to hold the Company harmless for any damage sustained while the oocyte/ovarian tissue and plasma and/or serum specimens are not in the possession and control of the Company. In any event, the total liability of the Company for failure to meet any of its responsibilities to the Client Depositor shall be limited to a prorated cost of the procedure that generated the ovarian tissue and plasma and/or serum. For example, the Company liability would be limited to 40% of the cost of the procedure that generated the ovarian tissue and plasma and/or serum if 10 viable vials were produced, 6 were used, and 4 were compromised due to gross negligence resulting in loss or damage of the 4 viable vials at ReproTech. The parties agree that any claims relating to or arising out of this Agreement will be brought in the state courts of Delaware. In the event the Company terminates the operation of its storage facility, it may, 30 days after written notice to the Client Depositor at their last known address, assign and transfer its obligations hereunder and the ovarian tissue and plasma and/or serum held on behalf of the Client Depositor to a similar storage facility.

**6. If Applicable- Storage of Potentially Infectious Specimens-** The storage of specimens from a potentially infectious client (client for whom testing or screening show a potential for an infectious disease) requires certain additional safeguards and procedures. The undersigned understand and agree that their specimens will be stored in a separate vapor storage tank which is designated for potentially infectious specimens only:

- a. Specimens from Client Depositor who has tested reactive for HIV will be stored in an HIV Only storage tank
- b. Specimens from Client Depositor with non-HIV potentially infectious conditions may be stored in a separate non-HIV tank and their specimens will be physically segregated by use of canisters specific to their reactive test or risk.

The undersigned further understand that because of additional required precautions, storage fees and shipping fees may be higher than the fees charged to clients who do not have a potentially infectious risk. The undersigned acknowledge receipt of a fee schedule showing presently applicable fees and understand that the shipping fees must be pre-paid by the Client Depositor prior to the shipment of the tank to the clinic and that the shipping fees are non-refundable. In addition, they understand that results of any testing for infectious diseases will be disclosed to the receiving physician/clinic and the recipient as part of an informed consent procedure before the specimens are used.

7. **Additional Terms:** The Client Depositor promises and agrees to indemnify and save harmless the Company from any loss and/or expenses incurred in connection with the defense of payment of any claim by any other party relating to the subject of this Agreement. The Agreement shall be binding upon the Client Depositor and their assigns, heirs, executors, and administrators.

**8. CONDITIONS OF RELEASE OF OOCYTE/OVARIAN TISSUE AND PLASMA AND/OR SERUM SPECIMENS FROM STORAGE**

Release of oocytes/ovarian tissue and plasma and/or serum specimens may occur:

- A. During the lifetime of the Client Depositor, if the recipient is the Client Depositor, the oocyte/ovarian tissue and plasma and/or serum will be released;
  - i. only to a licensed physician, and
  - ii. upon the express notarized authorization of the Client Depositor, and
  - iii. upon the authorization of the Recipient's clinic, and
  - iv. upon the completion of serology/virology tests required by the Company.
- B. After the death of the Client Depositor (**as established by evidence deemed sufficient by the Company**), if the recipient is a gestational carrier for the Surviving Spouse or designated owner, the oocyte/ovarian tissue and plasma and/or serum will be released;
  - i. only to a licensed physician (who must execute a consent form provided by the Company), and
  - ii. only if the Client Depositor has completed all serology/virology testing and paperwork to qualify their specimens as donor oocyte/ovarian tissue or if conditions of RTL's Special Circumstances protocol have been met and RTL's Special Circumstances form has been properly executed, and
  - iii. upon the express notarized authorization of the Surviving Spouse or designated owner and the recipient's physician as documented by execution of any informed consents required by RTL.

**9. ADVANCED DIRECTIVES FOR OOCYTE/OVARIAN TISSUE AND PLASMA AND/OR SERUM SPECIMENS IN EVENT OF DEATH OF CLIENT DEPOSITOR -- Final disposition of reproductive tissue and plasma and/or serum upon the death of the client depositor**

In the event that none of the options provided below are fully executed, the client depositor directs then, upon their death, their oocyte/ovarian tissue and plasma and/or serum specimens will be discarded and not used for any other purpose.

**Choose one of the following with a check and sign and date below your choice:**

- Discard  
The Client Depositor directs that upon their death their oocytes/ovarian tissue and plasma and/or serum specimens be discarded and not used for any other purpose.  
Client Depositor (or Parent/Guardian) Signature: \_\_\_\_\_ Date: \_\_\_\_\_
- Donate to Research  
The Client Depositor directs that upon their death, their oocytes/ovarian tissue and plasma and/or serum specimens be donated for research to the originating Center, if applicable, and if research is not available or no longer ongoing, that the tissue and plasma and/or serum be discarded.  
Client Depositor (or Parent/Guardian) Signature: \_\_\_\_\_ Date: \_\_\_\_\_
- Transfer of Ownership [**APPLIES ONLY TO PATIENTS 18 YRS OR OLDER**]  
The Client Depositor directs that upon their death ownership of their oocytes/ovarian tissue and plasma and/or serum will be recognized as follows:  
I designate the following individual as the designated owner of my oocytes/ovarian tissue and plasma and/or serum upon their execution of a new cryostorage agreement. I understand that my designated owner may be required to complete an RTL Informed Consent and/or a Special Circumstance Release Documentation upon release of the tissue for use. Not all tissue will be eligible or suitable to be used by the designated owner and it may be required that a licensed physician document the suitability for transfer and use.

Designated Owner Name: \_\_\_\_\_

Designated Owner Address: \_\_\_\_\_

Designated Owner Phone Number: \_\_\_\_\_

The Client Depositor acknowledges that their oocytes/ovarian tissue and plasma and/or serum specimens, upon becoming the property of the designated owner by their execution of an agreement with ReproTech LLC may be:

- used for the purpose of procreation,
- donated to the originating Clinic for research, if applicable, and if research is not available or no longer ongoing, that the tissue and plasma and/or serum be discarded, or
- discarded at the option and direction of the designated owner.

Client Depositor Signature \_\_\_\_\_ Date: \_\_\_\_\_

**10. CUSTOMIZED LONG-TERM STORAGE OPTION:** Client Depositors who are interested in expressing their maintenance and disposition wishes in greater detail, or those interested in storage options beyond death, may wish to utilize a Fertility Preservation Trust which is customized to the unique wishes of each Client Depositor. To learn more, visit [www.trustfertility.com](http://www.trustfertility.com). This Agreement will remain in full force until the terms of a Trust Agreement shall control. Client Depositors are responsible for notifying ReproTech if a Trust is established.

Personal Consultation: By checking the box, Client Depositor(s) agree to allow ReproTech to confidentially share Client Depositor(s) contact information in order to receive a personal consultation regarding the advantages offered by the Fertility Preservation Trust. There is no charge for an initial consultation.

**IMPORTANT**

**If the Client Depositor is not married and/or is a minor at the time this section is completed, when the Client Depositor is an adult and/or marries, ReproTech LLC strongly recommends completing a new Oocyte/Ovarian Tissue and Plasma and/or Serum Cryostorage Agreement including the Advanced Directive Section. The Client Depositor understands that they are responsible for contacting ReproTech, Ltd and requesting to execute a new Oocyte/Ovarian Tissue and Plasma and/or Serum Cryostorage Agreement after reaching the age of 18 years and/or when they are married.**

**BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT. I ACKNOWLEDGE THAT I FURTHER UNDERSTAND THAT MY CRYOPRESERVED SPECIMENS CANNOT BE USED IN THE EVENT OF MY DEATH UNLESS ALL CONDITIONS IN SECTION 7, CONDITIONS OF RELEASE, AND SECTION 8, ADVANCED DIRECTIVES, ARE COMPLETED.**

By: \_\_\_\_\_  
Client Depositor Name (Print) Signature of Client Depositor Date

If the Client Depositor is a minor [less than 18 years of age], a parent or guardian of the minor must sign below:

\_\_\_\_\_  
Name of Parent/Guardian, if applicable (Printed) Signature of Parent/Guardian, if applicable Date

By: \_\_\_\_\_ Account # assigned by RTL: \_\_\_\_\_  
ReproTech LLC Representative Signature Date