

CT 203-816-5598 • FL 954-570-7687 • MN 651-489-0827 • NV 775-284-2795 • TX 469-547-2399

This AGREEMENT, made between REPROTECH LLC (“ReproTech” and/or “RTL”), a Delaware limited liability company (hereinafter referred to as “the Company”), and the person named below (“Client”) regarding their cryopreserved embryo(s)/donor embryo(s) (“Embryo(s)”, “Specimens”, “Reproductive Tissue Specimens”).

## SECTION 1 — CLIENT’S INFORMATION

*In this section Client will fill in their personal information.*

### Client

First Name
___ Middle Name or ___ Preferred Name
Last Name
Email (Email will be used for billing & correspondence)
Date of Birth (mm/dd/yyyy)
Sex at Birth
Gender Identity
Cell Phone Number
Home/Alt Phone Number
Social Security Number
Mailing Address
Mailing City
Mailing State
Mailing Zip
Mailing Country

## SECTION 2 — TISSUE STATUS

*In this section Client will answer questions about their tissue status.*

1. Have you or your partner ever **had a positive test result** for HIV, Hepatitis B, Hepatitis C, or other disease?

___ No
___ Yes
If yes, please specify

2. Have you or your partner ever **had a positive test result, lived, or traveled** where the CDC has issued a **travel alert or warning** due to risk of disease transmission for Zika Virus, Ebola, or other disease?

<input type="checkbox"/> No
<input type="checkbox"/> Yes
If yes, please specify
Where
When

3. Were donor eggs or donor semen used to create your embryos?

<input type="checkbox"/> No
<input type="checkbox"/> Yes
If yes, please specify tissue type(s)

4. Reason for Banking (select one)
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### **SECTION 3 — DIRECTIONS FOR DISPOSITION OF EMBRYOS UPON DEATH OF CLIENT**

*In this section, Client will make choices for what happens to Client's Specimens if Client passes away while the embryo(s) are still in storage at the Company's facility. Client must make only one choice.*

**In the event that none of the options provided below are fully executed, Client directs then, upon the death of the Client, the Embryo(s) will be discarded and not used for any other purpose.**

**Death of Client is established by evidence deemed sufficient by the Company.** The Company will not proceed with Client Disposition Directions until this evidence is received and confirmed by the Company. It is the responsibility of the Client's estate to contact the Company to provide this evidence.

#### **DEATH OF CLIENT**

Client will select one of the two following options by marking the selection and sign and date below Client's choice.

**Discard**

If the Client dies, the Company will discard all stored embryo(s) and the embryo(s) are not to be used for any other purpose. The term "discard" as used in this Agreement means that the Company shall thaw and discard the stored Embryo(s) in a professional and ethical manner, as determined solely by the Company. Discarded Embryo(s) shall not be used for reproductive purposes by or on behalf of any person or persons.

<b>Client Signature</b>	<b>Date</b>
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\_\_\_\_ **Transfer of Ownership to Designated Owner** (Please NOTE: Designated Owner must be eighteen (18) years of age or older).

In the event of Client death, Client directs that upon their death, ownership and control of the embryo(s) shall be intended as follows:

I designate the following individual as the designated owner of my embryo(s) upon their execution of a new cryostorage agreement.

**Designated Owner Contact Information**

Name
Address
City
State
Zip
Phone Number
Email

Client acknowledges and agrees that the embryo(s), upon becoming the property of Designated Owner through their execution of an agreement with the Company, may be discarded or used for any allowed option below at the direction of Designated Owner.

If Designated Owner does not elect to take ownership of the embryo(s) or is unresponsive to the Company's contact or is unable to be located, the Company shall discard the embryo(s). The Company will follow established contact protocols using the most recent contact information for Client's Designated Owner prior to discard. It is solely the responsibility of Client to keep Client's Designated Owner's contact information current.

**Client must select at least one or more of the options below if a Designated Owner is identified above;**

\_\_\_ used for the purpose of procreation, including but not limited to transferring into a gestational carrier, pursuant to federal and state regulations and AATB Standards, not including donation to another party or agency;

\_\_\_ used for the therapeutic treatment of Designated Owner(s) or designee. Prior to release, all conditions of Paragraph D of the Conditions of Release of Embryos from Storage must be met; and/or

\_\_\_ donation to another party or agency to be used for the purpose of procreation pursuant to federal and state regulations and AATB Standards.

<b>Client Signature</b>	Date
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## CUSTOMIZED LONG-TERM STORAGE OPTION:

*This section gives Client access to additional disposition choices by releasing Client's contact information to a consultant to set up a Fertility Preservation Trust.*

Client who is interested in customizing their maintenance and disposition wishes in greater detail, or those interested in storage options beyond death, may wish to establish a Fertility Preservation Trust. To learn more, Client can visit [reprotech.com/fertility-preservation-trust](http://reprotech.com/fertility-preservation-trust). This Agreement will remain in full force until the terms of a Trust Agreement control. Client is responsible for notifying the Company if a Trust is established.

**REQUEST Personal Consultation:** By marking this selection, Client agrees to allow the Company to confidentially share Client'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.

**WAIVE Personal Consultation:** By marking this selection, Client waives the option to receive a personal consultation. Client understands they can go to [reprotech.com/fertility-preservation-trust](http://reprotech.com/fertility-preservation-trust) at any time to request a consultation.

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## SECTION 4 — TRANSFER TO REPROTECH

*This section outlines all the terms and conditions for the Shipping Liability Protection and shipping tank choices. Client will indicate their selections for the specimen transfer request.*

Client requests the transfer of their Embryos to the Company from the physician/clinic ("Facility") listed in Section 6 – Medical Data Release – in accordance with the Company's current policies and procedures.

### Type of tissue to be transferred to RTL for continued storage

For Specimens Being Transported by the Company Staff: Please Note — the Company automatically provides Specimen Shipping Liability Protection when transportation is provided by the Company's staff.

For Specimens Being Transported by a Third Party: The following section is to be completed if Specimens are to be shipped or in the event Specimens cannot be part of a regular transfer by the Company's staff.

Client acknowledges and agrees that there are several options to mitigate the risks inherent in the shipment of Embryo(s), including the use of two (2) shipping tanks and the purchase of optional Specimen Shipping Liability Protection. The majority of shipments are sent by United Parcel Service (UPS).

### SPECIMEN SHIPPING LIABILITY PROTECTION OPTIONS

*In this section Client will read information about Liability Protection options for Client shipment, and Client must choose to select or decline this protection.*

I understand and accept that without my selection of additional Specimen Shipping Liability Protection, compensation for tissue loss or tissue integrity during transfers could potentially be limited to a maximum of One Hundred and no/100ths (\$100.00) Dollars (UPS) and that other courier services may provide no liability compensation at all.

I have reviewed the recommended Specimen Shipping Liability Protection Flyer and made my selection as follows.

**I wish to (select one of the two options below):**

**Confirm** that ReproTech will insure the specimens while in transit by selecting Specimen Shipping Liability Protection at the Thirty-Five Thousand (\$35,000) Dollar level as described in the Shipping Liability Protection Flyer. (Note the fees are subject to change.) I understand that this added liability protection is for actual procedure replacement costs up to Thirty-Five Thousand (\$35,000) Dollars and that it only covers the tissue against loss or loss of integrity due to an event that occurs during the shipment. I understand that fees for the Specimen Shipping Liability Protection must be made in advance of the shipment for the service to be in effect.

**Decline** Specimen Shipping Liability Protection. In addition, I agree to hold RTL harmless for any claims for tissue loss, tissue integrity or the viability of reproductive tissue specimens due to an event that occurs during shipment.

### NUMBER OF SHIPPING TANKS

*In this section Client will read information about shipping tank options for Client's shipment, and Client shall choose one or two tanks for shipment.*

**Client must select one of the two (2) shipping tank options by placing a mark adjacent to their choice.**

**2 Tanks** I am requesting that my reproductive tissue specimens be divided into two shipping tanks for additional safety during shipping and understand that a shipment by way of two tanks **will incur an additional shipping fee** as per the fee schedule at storagefees.com. This option is only available if the reproductive tissue specimens are cryopreserved in more than one container.

**1 Tank** I have declined the use of two shipping tanks and accept the potential risk of using only one shipping tank.

### SECTION 5 — PAYMENT

*In this section Client will supply their credit card number for auto-pay enrollment and provide enrollment information for employer-sponsored programs if applicable. Client will also choose the billing interval for the first and continued storage billing. Specimens remain in storage to be billed at the established interval until the Conditions of Release of Embryos from Storage have been executed.*

**Employer-Sponsored Programs** (only applies if currently enrolled through Client's employer)

Progyny ID #
Carrot Fertility Code

**Billing Interval Selection:** Client must indicate choice of **billing interval** for storage fees. Storage fees are prepaid and non-refundable. Visit storagefees.com for pricing.

<input type="checkbox"/> Quarterly
<input type="checkbox"/> 1 Year
<input type="checkbox"/> Multi-year _____ (choose 2, 3, 5 or 10 years)

### Credit Card Account Information

Account Number
Name on Card
Expiration Date
Billing Zip Code

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## SECTION 6 — MEDICAL DATA RELEASE

*This section confirms medical data release of Client's medical data to the Company from the Facility where the specimens are currently in storage.*

By signing the agreement, I authorize the Facility listed below to release to the ReproTech medical data, including but not limited to: personal biographical data, serology/virology testing data, and specimen processing/cryopreservation data. This includes information about human immunodeficiency virus-HIV, acquired immunodeficiency syndrome-AIDS, and AIDS related complex-ARC, as defined by Department of Community Health rules (1989 Public Act 174). I further understand that the failure to sign/submit this authorization or the cancellation of this authorization will not prevent me from receiving any treatment or benefits I am entitled to receive, provided this information is not required to determine if I am eligible to receive those treatments or benefits or to pay for services I receive.

### Address of Facility where specimens are currently located or will be created

Name
Phone
Address
Address 2
City
State
Zip
Country

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## SECTION 7 — AGREEMENT SIGNATURE

**The signature in the selection below affirms Client has read and does agree to be bound by all the Terms and Conditions of Embryo/Donor Embryo Single Cryostorage Agreement contained herein.**

By signing below, Client agrees with the following:

Client hereby certifies that all the information provided herein (and on any other accompanying or required documents) is correct, accurate, and complete to the best of their knowledge.

Client affirms the dispositional choices as indicated above. Client acknowledges and agrees that if none of Client's choices are available, the Company may discard their frozen embryos in its sole discretion. Client further acknowledges and agrees that they may update their disposition choices at any time by completing and signing a new Cryostorage Agreement with the Company.

Client confirms acceptance of ReproTech's privacy and security practices (rtlhipaa.com) and affirms that all information provided on this document is true and accurate.

Client confirms they have read and understood the Conditions of Release of Shipment of Embryo(s) to the Company and hereby authorize the Facility to release Client's embryos to the Company.

Client affirms they have read and understood the policies and optional fees on the Specimen Shipping Liability Protection Flyer and hereby authorize the Facility listed in Section 6 Medical Data Release to release their Specimens to the Company.

Client understands that their credit card authorization will remain in effect until it is cancelled in writing according to the terms of the Credit Card Authorization.

\_\_\_\_ **By marking here and signing below**, I acknowledge that I have read, understand, and accept the Terms and Conditions of Embryo/Donor Embryo Single Cryostorage Agreement and agree to be bound by them. I understand that I shall receive a copy of the Terms and Conditions of Embryo/Donor Embryo Single Cryostorage Agreement upon execution of this document.

#### Client

Printed Name
Signature
Date Signed

## SECTION 8 —TERMS AND CONDITIONS OF EMBRYO/DONOR EMBRYO SINGLE CRYOSTORAGE AGREEMENT

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*This section includes terms and conditions for tissue specimen storage, including storage fees and records, account in default, credit card authorization, conditions of release of embryos to ship to the company, embryo receipt and storage, potentially infectious specimens, conditions of release of embryos from storage, termination of account, the responsibilities and liabilities of the company, and additional terms.*

### STORAGE FEES AND RECORDS

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*This section describes how storage fees are billed and how records are kept.*

Client agrees to pay the storage fees for each Storage Period in advance of the Storage Period commencing. A "Storage Period" commences on the first day of the month of the Company's original receipt of Specimens for long-term storage through the last day of the month of the chosen billing interval. Storage Periods renew automatically at the same billing interval chosen for initial storage. All subsequent storage fees are due in full on the first day of the commencement of the new Storage Period ("Renewal Date"). Unused Storage Fees are non-refundable. Client may revise their Storage Billing Interval within thirty (30) days of the renewal date by contacting the Company via phone, email, or in writing.

The Company, in its sole discretion, reserves the right to adjust storage fees. These adjustments may be due to market changes or any other reason as determined by the Company. Current storage fees are maintained on the Company's web site.

Client shall keep all contact information, including addresses, telephone numbers, and email addresses, current and up to date with the Company. It is solely the responsibility of Client to update all contact information in writing to the Company within thirty (30) days of any change in contact information. This contact information will be used for billing

purposes and any other matter requiring notice to Client. The Company shall keep Client's contact information and any other records relating to the subject of this Agreement on file.

## **ACCOUNT IN DEFAULT**

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*This section describes what happens if an account is not paid in full by the due date of an invoice. It includes the rights of the Company for collections of accounts in default, and final discard of Specimens for default accounts.*

Client's account is in "default" if, at any time after sixty (60) days from the first day of the commencement of any Storage Period, the Company has not received payment in full for all amounts due to the Company by Client.

In the event of default, the Company may, at its sole discretion, refer the Client's account to any attorney or collection agency for collection. Client agrees to pay all costs of such collection, including but not limited to, any reasonable fee charged by the collection agency and reasonable attorney's fees.

If Client's account remains in default at the close of the Company's established Account Default protocols, the Company will send a final notice, advising Client of the final due date to pay the storage fee in full. Notwithstanding the foregoing, this final notice shall include emailed notification and mailed contact notification that is returned unopened.

If, at the end of the Company's established Account Default Protocols, payment in full is not made by the due date stated in the notice, and/or if Client has not responded, in writing, to communications from the Company, Client agrees to release ownership and custody of the Embryo(s) to the Company. Client remains responsible for all delinquent storage and collection fees, including any storage or collection fees that continue to accrue, regardless of release of ownership and custody.

The Company will discard all stored Embryo(s) whose ownership and custody has been transferred solely to the Company. The term "discard" as used in this Agreement means the Company will thaw and discard the stored Embryo(s) in a professional and ethical manner, as determined solely by the Company. Discarded Embryo(s) cannot and will not be used for reproductive purposes by or on behalf of any person or persons.

## **CREDIT CARD AUTHORIZATION**

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By signing this agreement, Client agrees they are enrolling in ReproTech's autopay program. They agree to notify ReproTech LLC in writing of any changes to their credit card account information or to terminate this authorization at least 15 days prior to the next billing date. Client certifies they are the authorized user of this credit card/bank account and will not dispute the scheduled transactions with the bank or credit card company; so long as the transactions correspond to the terms indicated on this card authorization and Cryostorage Agreement.

## **CONDITIONS OF RELEASE OF SHIPMENT OF EMBRYO(S) TO THE COMPANY**

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*This section outlines all the terms and conditions for the release, transfer, and shipping of specimens from the physician/clinic/facility to the Company.*

It is understood that the Facility acknowledges and agrees with the request to transfer the Client's Embryo(s) to the Company and will assist with this transfer. Furthermore, it is recognized by Client that events beyond the control of the Company and the Facility may occur during transfer and it is understood by all parties that neither the Facility nor the Company are responsible for any losses in connection with or related to the shipment of the Embryos.

Client hereby authorizes the transfer of their Embryos from the Facility to the Company for continued long-term storage.

Client agrees to hold RTL harmless for any claims for damage to the Embryo(s) arising from acts or omissions prior to the Company's possession of such specimens.

Client agrees that the Company shall not be liable for errors, including specimen labeling errors, which occur prior to the Company's acceptance of the Embryo(s) for storage.



## **EMBRYO RECEIPT AND STORAGE**

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*This section describes how specimens are transferred to the Company.*

The Company shall receive Client's Embryo(s), which have already been cryopreserved, from Client's physician and/or clinic ("Clinic" or "Facility") for long-term storage with the assistance of Client.

All specimen transfers for long-term storage will be in accordance with state and federal regulations and the procedures for identification and testing established by the Company and set forth on the Company's website. Testing and screening includes, but is not limited to, testing for sexually transmitted diseases. Any Embryo(s) received that are missing all or some test results may be subject to higher fees and will require additional consents when Client is ready to ship their Specimens. All procedures established by the Company may be modified at any time and in the sole discretion of the Company to reflect changes in industry practices, laws, or regulations.

Embryo(s) will remain in storage at the Company until this Agreement is terminated as outlined below in paragraph Termination of Agreement.

## **IF APPLICABLE—STORAGE OF POTENTIALLY INFECTIOUS SPECIMENS**

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*This section specifically outlines storage and fee information for clients who, they themselves or their donor gamete providers, have undergone testing and/or screening that showed a potential for an infectious disease.*

The storage of Embryo(s) from potentially infectious clients requires certain additional safeguards and procedures. Client acknowledges and agrees that their Specimens will be stored in a separate vapor storage tank which is designated for potentially infectious specimens only as follows:

Specimens from clients with potentially infectious conditions for any relevant communicable disease shall be stored in a separate storage tank and Client's specimens will be physically segregated by use of canisters specific to their reactive test or risk.

Client further acknowledges and agrees that because of additional required precautions, storage fees and shipping fees may be higher than the fees charged to clients whose specimens do not have a potentially infectious risk. Client acknowledges and agrees that all shipping fees must be pre-paid by Client prior to any shipment and that the shipping fees are non-refundable. In addition, Client acknowledges and agrees that the results of any testing for infectious diseases will be disclosed to the receiving physician and/or clinic and the person who will carry the gestation of the embryo ("Recipient") as part of an informed consent procedure before the specimens are used.

## **CONDITIONS OF RELEASE OF EMBRYO(S) FROM STORAGE**

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*This section outlines the release criteria to allow the Company to send Embryo(s) to another facility. It outlines these conditions for all clients, alive or deceased. The release criteria are dependent on who will carry the gestation of the embryo, and therefore each scenario is defined separately.*

### **During the Lifetime of Client.**

Release of embryo(s) from storage may occur:

- (A) for transfer in the Client;
- (B) for transfer in a gestational carrier ("Carrier") designated by Client;
- (C) for research use;
- (D) for therapeutic use of embryos; or
- (E) for transfer in another person, through embryo donation.

All of the aforementioned releases are contingent upon all storage fees and any additional applicable fees being paid in full. The resulting gestation can be carried by Client or Client's designated gestational carrier or surrogate.

**A. If the gestation of the embryo(s) is carried by Client, or the specimens are being sent for continued storage at another long-term storage facility,** the embryo(s) will be released:

- i. to a licensed physician or long-term storage facility only; and
- ii. upon the express notarized authorization of Client; and
- iii. upon the authorization of the Carrier/Recipient's clinic; and
- iv. upon completion of serology/virology tests required by the Company and/or relevant state or federal law.

**B. If the gestation of the embryo(s) is carried by Client's designated gestational carrier or surrogate,** the embryo(s) will be released:

- i. to a licensed physician only; and
- ii. upon the express notarized authorization of Client; and
- iii. upon the authorization of the Carrier/Recipient's clinic; and
- iv. upon receipt of the following documentation for each gamete provider:
  - a. for all gametes retrieved on or after May 25, 2005, documentation of compliance with all FDA regulations, and
  - b. for all gametes retrieved before May 25, 2005, a Special Circumstance Release Documentation executed by licensed physician as documentation that compliance with all FDA regulations is not required.

**C. Use of embryo(s) for research,** the embryo(s) will be released:

- i. to a facility selected by Client from a list of Company-approved research facilities, and
- ii. upon the completion of required Company's and research facility's forms/consents; and
- iii. only if the embryo(s) WILL NOT be used to create an offspring.

**D. Therapeutic Use of Embryos (i.e., for the treatment or curing of disease),** the embryo(s) will be released:

- i. to a facility identified by either Client or a designated owner as documented by execution of a form and/or consent provided by the Company; and
- ii. only if the embryo(s) WILL NOT be used to create an offspring.

**E. In all other cases, the embryo(s) are donor embryo(s) and will be released:**

- i. only to a licensed physician, and
- ii. upon the express notarized authorization of Client, and
- iii. only with documentation of completion of the testing and screening for donor reproductive tissue for both gamete providers, whether the tissue is tissue retrieved from Client or the egg and/or sperm donors; or
- iv. with confirmation from the receiving facility to accept the Specimens in quarantine.

**After the death of Client (as evidenced by receipt of a certified copy of the death certificate or otherwise established by evidence deemed sufficient by the Company).**

If the recipient is the designated owner identified in this Agreement, the Embryo(s) will be released:

- i. After the designated owner fully executes a subsequent Cryostorage Agreement for continued storage of Embryo(s), and
- ii. only to a licensed physician who has authorized the shipment, and
- iii. upon the express notarized authorization of the designated owner and the Carrier/Recipient's physician as documented by execution of all consents required by the Company.

## **TERMINATION OF AGREEMENT**

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*This section describes the exact terms and conditions required to close and/or terminate this Agreement and storage for embryo(s) with the Company.*

This Agreement will terminate and the Company's responsibilities for storage of Embryo(s) hereunder will cease in the following instances:

- 1) upon the release of all Embryo(s) stored by the Company in accordance with the Conditions of Release; or
- 2) upon the disposition of all Embryo(s) stored by the Company either on the basis of a Default outlined under the Account in Default section contained in this Agreement herein or authorized by the Directions for Disposition upon Death of Client section contained in this Agreement; or
- 3) upon the notarized execution of the Company's separate Termination of Account agreement and final disposition forms.

## **RESPONSIBILITIES AND LIABILITIES OF THE COMPANY**

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*This section describes the limitations of the responsibilities of the Company regarding the storage of cryopreserved specimens and defines the liabilities of the Company. In addition, it outlines Client's recognition of these limitations and responsibilities.*

Client acknowledges and agrees that they have been fully advised on the state of the art of cryopreservation of embryo(s) and understands that there can be no assurance or guarantee of normal embryonic development. In addition, Client acknowledges and agrees that the Company verifies quantity and labeling of embryo containers, but the Company does not make any guarantees as to the contents of embryo containers. The Company can only provide data reported by the originating clinic as to the quantity and/or quality of the Embryos held in a specific container. Client acknowledges and agrees that the viability of the Embryo(s) and the results from subsequent implantation depend almost entirely upon the inherent quality of the Client's semen and egg(s) and resulting embryo(s) and the effectiveness of the cryopreservation procedures of the Clinic.

Accordingly, Client acknowledges and agrees that the Company's responsibility and liability are limited hereunder solely to the adequate cryostorage of embryos consistent with the state of the art at the date of entering into this Agreement. Clients agree to hold the Company harmless for any damage sustained while the embryo(s) are not in the possession and control of the Company.

The total liability of the Company for failure to meet any of its responsibilities to Client will be limited to the prorated cost of the procedure that generated the embryo(s). The parties acknowledge and agree that any claims arising out of this Agreement will be brought in the state courts of Delaware. Below is an example of how the proration cost would work for reference:

Ten (10) embryos are produced. Of those ten (10), six (6) were used and four (4) were compromised due to gross negligence while in the custody of the Company, resulting in the loss or damage of the remaining embryos at the Company. In this scenario, the Company's liability would be limited to forty (40) percent of the cost of the procedure that generated the embryos.

In the event the Company ceases the operation of its storage facility, it may assign and transfer its obligations hereunder to the Embryo(s) held on behalf of Client to a similar storage facility thirty (30) days after written notice to Client at their last known address.

## **ADDITIONAL TERMS**

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*This section outlines additional client terms for the Agreement.*

Client acknowledges and agrees that they will indemnify and hold the Company harmless from any loss and/or expenses incurred in connection with the defense or payment of any claim by any other party relating to the subject of this Agreement. This Agreement shall be binding upon Client and their assignees, heirs, executors, and administrators.