



## DONOR TISSUE CRYOSTORAGE AGREEMENT

This AGREEMENT, made between ReproTech, Ltd., a Minnesota corporation (the "Company"), and the person(s) named below (the "Client Depositor(s)").

**1. Collection and Storage:** With the assistance of the Client Depositor(s), and in accordance with the procedures for identification established by the Company, the Company shall receive the Client Depositor's(s') donor tissue, which was cryopreserved at another cryobank, 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(s) shall keep the Company informed at all times, in writing, of his/her current address and telephone number for billing purposes and any other matter requiring notice to the Client Depositor(s). The Client Depositor's(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(s) on or before the 60<sup>th</sup> day after the beginning of any storage Period, then the Client Depositor(s) is in "default". In the event of default, the Company may, in its sole discretion, refer the Client Depositor's(s') account to any attorney or collection agency for collection, and the Client Depositor(s) 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(s) 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(s) or a Surviving Spouse/Partner; or
- (4) If the Client Depositor dies without leaving a Surviving Spouse/Partner, as established by evidence deemed sufficient by the Company.

**5. Responsibilities and Liabilities of the Company:** The Client Depositor(s) acknowledges that they have been fully advised concerning the state of the art of cryopreservation of specimens of reproductive tissue. The Client Depositor(s) acknowledges that they understand that the viability of the tissue and the results from subsequent ART procedure depend almost in their entirety upon the Client Depositor(s) and the donor of the tissue. The Client Depositor(s) acknowledges that the Company has done no serology testing or screening of the donor of the tissue and has no records of testing or screening of the donor. Accordingly, the Client Depositor understands and agrees that the Company's responsibilities shall be limited hereunder solely to the adequate cryostorage of said tissue consistent with the state of the art at the date of entering into this Agreement. The Client Depositor(s) agree to hold the Company harmless for any damage sustained while the donor tissue is 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(s) shall be limited to the prorated cost of the donor sperm or donor oocytes. For example, the Company liability would be limited to 40% of the invoiced cost of the donor oocytes if 10 viable oocytes were purchased, 6 were used, and 4 were compromised due to gross negligence resulting in loss or damage of the 4 viable oocytes at ReproTech. The parties agree that any claims relating to or arising out of this Agreement will be brought in the state courts of Minnesota. In the event the Company terminates the operation of its storage facility, it may, 30 days after written notice to the Client Depositor(s) at their last known address, assign and transfer its obligations hereunder and the tissue held on behalf of the Client Depositor(s) to a similar storage facility.

**6. If Applicable- Storage of Potentially infectious Specimens-** The storage of specimens from potentially infectious donors (donors 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 Donors who have tested reactive for HIV will be stored in an HIV Only storage tank
- b. Specimens from Donors 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(s) promises and agrees to indemnify and save harmless the Company 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. The Agreement shall be binding upon the Client Depositor(s) and their assigns, heirs, executors, and administrators.

## 8. CONDITIONS OF RELEASE OF DONOR TISSUE SPECIMENS FROM STORAGE

Release of donor tissue specimens may occur:

A. During the lifetime of the Client Depositor, if the recipient is the Client Depositor, the donor tissue specimens will be released;

- i. only to a licensed physician upon execution of the Company's Transfer Authorization, and
- ii. upon the express notarized authorization of the Client Depositor, and
- iii. upon the authorization of the Recipient's clinic, and
- iv. upon execution of the Company's "Informed Consent for Use of Frozen Donor Tissue Specimens".

B. After the death of the Client Depositor (**as established by evidence deemed sufficient by the Company**), if the recipient is the Surviving Spouse or designated owner as documented in the Advanced Directives section below, or a gestational carrier for the Surviving Spouse or designated owner, the donor tissue specimens will be released;

- i. only to a licensed physician (who must execute a consent form provided by the Company), and
- ii. 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 FINAL DISPOSITION OF DONOR TISSUE IN THE EVENT OF THE DEATH OF THE CLIENT DEPOSITOR. Choose one of the following with a check and sign and date below your choice.**

Discard

**In the event of the death of the Client Depositor**, the Client Depositor directs that the Company will discard their donor tissue specimens.

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

Transfer of Ownership to Surviving Spouse/Partner

**In the event of the death of the Client Depositor**, the Client Depositor directs that their donor tissue specimens shall become the property of their Surviving Spouse/Partner and may be used by them or a gestational carrier for the purpose of procreation, upon their written and notarized acceptance of and agreement to be bound by the terms of this Agreement.

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

Transfer of Ownership to Designated Owner

**In the event of the death of the Client Depositor**, the Client Depositor designates the following individual as the designated owner of their donor tissue specimens upon their execution of a new Donor Tissue Cryostorage Agreement.

Designated Owner(s) Name(s): \_\_\_\_\_

Designated Owner(s) Address: \_\_\_\_\_

Designated Owner(s) Phone Number: \_\_\_\_\_

The Client Depositor acknowledges that the donor tissue upon becoming the property of the designated owner(s) by his, her or their execution of an agreement with Company, may be discarded or used for the purpose of procreation with recipients provided all current and applicable FDA regulations and AATB Standards regarding the use of donor tissue specimens are met and followed. If the designated owner does not elect to take ownership of the donor tissue or is unresponsive to Company's contact or is unable to be located, the Company will discard the donor tissue.

\_\_\_\_\_  
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.

By signing below, the Client Depositor agrees to the terms of this Donor Tissue Cryostorage Agreement.

By: \_\_\_\_\_  
Client Depositor Name (Print)

By: \_\_\_\_\_  
Co-Client Depositor Name (Print)

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

\_\_\_\_\_  
Co-Client Depositor Signature Date

By: \_\_\_\_\_  
ReproTech, Ltd. Representative Signature Date

Account # assigned by RTL: \_\_\_\_\_

*The Cryostorage Experts*

Florida 954.570.7687 • Minnesota 651.489.0827 • Nevada 775.284.2795 • Texas 469.547.2399