



Dear Client/Clinician;

In order to request cryopreserved donor tissue specimens that are in storage at ReproTech, Ltd. and that were originally processed at another cryobank, please read this Informed Consent and complete page 2, including physician information and signature. Mail or fax the completed form to RTL prior to shipment of any specimens.

INFORMED CONSENT FOR USE OF FROZEN DONOR TISSUE SPECIMENS

We, the undersigned Client Depositor, his/her partner, if applicable, and provider of fertility services and attending physician ("Facility") have requested ReproTech, Ltd. (RTL) to provide cryopreserved human donor tissue ("Specimens") that were originally processed at another Cryobank or Facility to facilitate a pregnancy in Client Depositor through the use of assisted reproductive technology (ART). It is agreed that:

The Client Depositors and Facility understand that RTL has provided storage of the Specimens and that the Specimens were cryopreserved at another facility. RTL has not been involved with recruiting, infectious or genetic disease testing, medical/genetic history, screening or eligibility determination of the gamete provider. Client Depositors understand that all specimens in storage at RTL were cryopreserved at another facility and therefore RTL cannot verify identity of the gamete providers and relies totally upon the representations of the gamete providers that specimens produced by gamete providers are the gamete providers' own. Client Depositors further acknowledge that RTL makes no independent investigation of gamete providers' representations. Further, RTL is not responsible for errors in labeling of containers containing specimens.

Client Depositors understand that all specimens in storage at RTL were cryopreserved at another facility, and therefore RTL cannot document the condition or viability of the specimens. Thus, RTL cannot and does not make any representation as to the condition or viability of the specimens. Client Depositors acknowledge that they have been advised and understand that RTL does not, and is not able to, guarantee or in any way represent or warrant that any use of Specimens will result in a pregnancy.

Offspring resulting from the Specimens are intended to be children of the Client Depositors (Intended Parents) who are fully responsible for all offspring conceived by use of the Specimens. Client Depositors agree that all Specimens obtained from RTL are intended for personal use. RTL strongly advises Client Depositors to obtain private legal counsel with respect to relationship rights, obligations, and responsibilities regarding resulting offspring, as these rights may vary by state. By signing this agreement, Client Depositors agree that RTL has given Client Depositors ample opportunity to review this agreement with legal counsel of Client Depositors' choosing, and Client Depositors have ultimately and freely decided whether to procure such legal counsel. The Client Depositors acknowledge and agree that RTL has neither offered nor is qualified to provide legal advice.

Since RTL is not able to verify the Client Depositor as the recipient, prior to the ART procedure the Facility will obtain documented informed consent from the recipient of the potential or actual communicable disease risks, genetic conditions and/or screening information associated with the use of the samples for reproductive procedures.

Client Depositors agree that RTL shall not be liable for incidental or consequential damages of any kind to the Client Depositors, Facility, or to any child born as a result of ART procedures utilizing Specimens that were in storage at RTL.

RTL shall not be liable to the Client Depositors, Facility, or to any other party for any claim based in whole or in part on information which RTL could have learned had it made an independent investigation of any information contained in the gamete providers' file. We release RTL and RTL's personnel from any and all liability and responsibility of any nature whatsoever for: Pregnancy; childbirth or delivery; the birth of any abnormal child; the genetic or hereditary tendencies of such offspring; and any adverse consequence that may arise in connection with the Client Depositors' use of the Specimens. Client Depositors and Facility hereby indemnify RTL and RTL's personnel from and against all loss, liability, damage and expense (including reasonable attorneys' fees) of any kind or nature which RTL and RTL's personnel may suffer or incur by reason of any claim by any party (or the claim of any child born as a result of a pregnancy facilitated by the use of the Specimens), which arises from, is connected with, or is in any way related to the Specimens. In any event, the total liability of RTL for failure to meet any of its responsibilities under this Agreement shall not exceed the amount of storage and/or shipping fees theretofore charged to and paid by the Client Depositors. The parties agree that any claims relating to or arising out of this Agreement will be brought in the state courts of Minnesota.

Client Depositors have read this Agreement and understand it. Client Depositors have had the opportunity to review this Agreement with legal counsel of the Client Depositors' choosing, regardless of whether Client Depositors have taken the opportunity to review it. Client Depositors execute this Agreement knowingly and freely.

By executing this Informed Consent, Client Depositors acknowledge that the risks and implications of using the Specimens to achieve a pregnancy using the Specimens have been fully explained to Client Depositors and Client Depositors have had ample opportunity to ask questions and consult with experts of Client Depositors' choice.

By executing this Informed Consent, Facility acknowledges they are a member of the Facility's medical staff assisting the Client Depositors to achieve a pregnancy through the use of assisted reproductive technology and that by signing below I or one of my colleagues have discussed, explained and reviewed all aspects of the foregoing Informed Consent with the Client Depositors and in my opinion each fully understands what was said, as well as the matters set forth in the foregoing Informed Consent which has been executed prior to this certification. The ART procedures will be performed under the direction and supervision of the responsible medical staff noted below.

IN WITNESS WHEREOF, by our signatures on page 2 of 2 of this document, we acknowledge that we have read and understand the previous page of this document and that we freely and voluntarily execute this document.

Client Depositor(s)

Signature of Client Depositor	Date	Signature of Co-Client Depositor, if applicable	Date
Name of Client Depositor (Printed)	Social Security #	Name of Co-Client Depositor (Printed), if applicable	Social Security #
Address		Home Phone	

Facility

Signature of Authorized Medical Staff Member	Name/Title	Date	
Name of Responsible Physician	Clinic/Hospital/Center Name		
Street Address	City	State	Zip Code
Telephone Number	Fax Number	Email Address	

The Cryostorage & Compliance Experts
Florida 888-953-9669 • Minnesota 888-489-8944 • Nevada 888-831-2765 • Texas 888-350-3247