



Dear Client/Clinician:

In order to request cryopreserved oocyte/ovarian tissue specimens from RTL for use with semen by a gestational carrier, please read this Informed Consent and complete page 2 including medical provider information and signature. RTL requires that the completed consent be mailed or faxed to RTL prior to shipment of any oocyte/ovarian tissue specimens.

## **Informed Consent for Use of Client Depositor Frozen Oocyte/Ovarian Tissue with Semen to Create Embryos for Transfer to Gestational Carrier**

We, the undersigned Client Depositor, her partner, if applicable, and provider of fertility services and attending physician ("Facility") have requested ReproTech, Ltd. (RTL) to provide Client Depositor's cryopreserved oocyte/ovarian tissue specimens ("Specimens") for use with semen to create embryos for transfer to Gestational Carrier to facilitate a pregnancy in Gestational Carrier 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 providers or Gestational Carrier. 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 in the Gestational Carrier.

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 to create embryos for transfer to the Gestational Carrier. RTL strongly advises Client Depositors and Gestational Carrier 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 has 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 Gestational Carrier as the recipient, prior to the ART procedure the Facility understands and agrees to verify that a legal agreement is in place between the Client Depositors (Intended Parents) and Gestational Carrier. The Facility will also obtain documented informed consent from the Gestational Carrier 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 understand that for oocyte/ovarian tissue cryopreserved prior to May 25, 2005, RTL requires completion of the following serology testing or collects the results from such tests performed by other parties on the Client Depositor prior to release of the Specimens: Anti-HIV 1 & 2, HBsAg, HCV, Anti-HTLV I & II, as summarized in the enclosed Infectious Disease Testing Summary.

Client Depositors understand that for oocyte/ovarian tissue cryopreserved on or after May 25, 2005, and intended for transfer into a gestational carrier, Donor Eligibility Determination of the gamete providers is required by FDA Regulations. If Donor Eligibility Determination has not been completed, RTL can only release these specimens under quarantine. Due to AATB Standards, if required testing cannot be completed or there is a reactive test result, RTL requires completion of a Special Circumstance Release document.

Client Depositors understand that even if gamete provider testing shows results within normal limits, the tests have their own limitations and may not produce reliable results, even when properly administered. Client Depositors acknowledge that the Specimens may not be disease free even though the test results for such Specimens indicate otherwise.

Client Depositors agree that RTL shall not be liable for incidental or consequential damages of any kind to the Gestational Carrier, 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 Gestational Carrier, 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' and Gestational Carrier's 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 in the Gestational Carrier 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 in a Gestational Carrier 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 Gestational Carrier 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*  
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