



EMBRYO CRYOSTORAGE AGREEMENT — CLIENT DEPOSITOR COUPLE

This AGREEMENT, made between REPROTECH LLC, a Delaware limited liability company (the “Company”), and the persons named below (“Client Depositors”):

1. **Collection and Storage:** With the assistance of the Client Depositors, 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), the Company shall receive the Client Depositors’ embryos, which have been cryopreserved by the Client Depositors’ 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. A “Storage Period” begins with the month in which the Company receives specimens for storage. Unused storage fees are non-refundable. The Client Depositors 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 Depositors. The Client Depositors’ names 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 Depositors on or before the 60th day after the beginning of any Storage Period, then the Client Depositors are in “default.” In the event of default, the Company may, in its sole discretion, refer the Client Depositors’ account to any attorney or collection agency for collection, and the Client Depositors agree 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 Depositors are in default, the Company may discard all stored embryos. The term “discard,” as used in this Agreement, means that the Company will thaw and discard the stored embryos in a professional and ethical manner, as determined solely by the Company. Discarded embryos 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 embryos hereunder will cease:
 - (1) upon the release of all embryos stored by the Company pursuant to Conditions of Release; or
 - (2) upon the disposition of all embryos stored by the Company either pursuant to a default under Paragraph 3 or pursuant to Advanced Directives; or
 - (3) upon the notarized execution of Company’s separate termination agreement and final disposition forms.
5. **Responsibilities and Liabilities of the Company:** The Client Depositors acknowledge that they have been fully advised concerning the state of the art of cryopreservation of embryos and understand that there can be no assurance or guarantee of normal embryonic development. They acknowledge that the viability of the embryos and the results from subsequent implantation depend almost entirely upon the inherent quality of the Client Depositors’ semen and eggs and resulting embryos and the effectiveness of the cryopreservation procedures of the Clinic. Accordingly, the Client Depositors understand and agree that the Company’s responsibilities shall be limited hereunder solely to the adequate cryostorage of said embryos consistent with the state of the art at the date of entering into this Agreement. The Client Depositors agree to hold the Company harmless for any damage sustained while the embryos 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 Depositors shall be limited to a prorated cost of the procedure that created the embryos. For example, the Company liability would be limited to 40% of the cost of the procedure that created the embryos if 10 viable embryos were created, 6 were used, and 4 were compromised due to gross negligence resulting in loss or damage of the 4 viable embryos at ReproTech. The parties agree that any claims relating to or arising out of the subject 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 Depositors at their last known address, assign and transfer its obligations hereunder and the embryos held on behalf of the Client Depositors to a similar storage facility.
6. **If Applicable—Storage of Potentially Infectious Specimens:** The storage of specimens from potentially infectious client(s) (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(s) who have tested reactive for HIV will be stored in an HIV Only storage tank.
 - b. Specimens from Client Depositor(s) 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(s) 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 Depositors promise and agree 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. This Agreement shall be binding upon the Client Depositors and their assigns, heirs, executors, and administrators.

CONDITIONS OF RELEASE OF EMBRYOS FROM STORAGE

Release of embryos may occur: (1) for implantation in the female Client Depositor, (2) for implantation in a gestational carrier designated by Client Depositors, (3) for research use, or (4) for therapeutic use of embryos, or (5) for implantation in another female, through embryo donation.

- A. **If the recipient of the embryos is the Client Depositor**, the embryos 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 both Client Depositors, and
 - iii. upon the authorization of the Recipient’s Clinic, and
 - iv. upon completion of serology/virology tests required by the Company and/or State.
- B. **If the recipient is a gestational carrier**, the embryos 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 Client Depositors and signed authorization of the Clinic, and
 - iii. upon receipt of documentation of compliance with all FDA regulations for both gamete providers if the gametes were retrieved on or after May 25, 2005, or, if the gametes were retrieved before May 25, 2005, without documentation of compliance with all FDA regulations, a Special Circumstance Release must be executed by licensed Physician, and
 - iv. upon execution of Company’s “Informed Consent For Use of Frozen Donor Embryos By Gestational Carrier” by the Client Depositors and Authorized Medical Staff Member of the Clinic.
- C. **Use of embryos for Research**, the embryos will be released:
 - i. to a facility selected by the Client Depositors from a list of Company-approved research facilities, and
 - ii. upon the completion of required Company and research facility forms, and
 - iii. only if the embryos WILL NOT be used to create an offspring.
- D. **Therapeutic (for treatment or curing of disease) Use of Embryos**, the embryos will be released:
 - i. to a facility identified by either the Client Depositor or a designated owner as documented by execution of a company form and/or consent, and
 - ii. only if the embryos WILL NOT be used to create an offspring.
- E. **In all other cases, the embryos are donor embryos** and 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 both Client Depositors, and
 - iii. only if both Client Depositors, or the egg and/or sperm donors if applicable, completed the testing and screening for donor reproductive tissue; or
 - iv. with authorization to ship in quarantine to the receiving facility.

ADVANCED DIRECTIVES FOR FINAL DISPOSITION OF EMBRYOS IN EVENT OF DEATH OR TERMINATION OF CLIENT DEPOSITORS’ RELATIONSHIP

In the event that none of the options provided below are fully executed, the Client Depositors direct then, upon a death or deaths of one or both of the Client Depositors, the embryos specimens will be discarded and not used for any other purpose.

A. DEATH OF ONE CLIENT DEPOSITOR: Client Depositor A will choose one of the following with a check and sign and date below your choice. Client Depositor B will check, sign, and date their agreement with the choice made by Client Depositor A.

Discard

In the event of the death of one of the Client Depositors: If one of the Client Depositors dies, as established by evidence deemed sufficient by the Company, the Company will discard all stored embryos, and the embryos will not be used for any other purpose.

Client Depositor A Signature

Date

Sole ownership of embryos by the surviving Client Depositor in the event of death of one Client Depositor

In the event of the death of one of the Client Depositors: If one of the Client Depositors dies, as established by evidence deemed sufficient by the Company, the Client Depositors hereby agree that, upon the death of one of them, the surviving Client Depositor will have ownership and control over the embryos. This means that the following Paragraphs i, ii, and iii will apply:

Client Depositor A Signature

Date

- i. If the surviving Client Depositor elects to participate in an embryo donation program, all conditions of Paragraph E of the Conditions of Release must be met.
- ii. If the surviving Client Depositor seeks to be the recipient of the embryos, all conditions of Paragraph A of the Conditions of Release must be met (other than the signature of the deceased Client Depositor).
- iii. If the surviving Client Depositor seeks the implantation of the embryos in a Gestational Carrier, all conditions of Paragraph B of the Conditions of Release must be met only by the surviving Client Depositor.
- iv. If the surviving Client Depositor dies without completing the Single Client Depositor Embryo Cryostorage Agreement, the embryos will be discarded. If the surviving Client Depositor has completed the Single Client Depositor Embryo Cryostorage Agreement, the company will comply with the Advanced Directives section of that agreement.

Client Depositor B

I have read the advanced directive choices defined above for the death of one client depositor. I approve the selection of my co-client depositor (Client Depositor A) and agree to abide by the terms outlined in our choice.

Client Depositor B Signature

Date

B. DEATH OF BOTH CLIENT DEPOSITORS: Client Depositor A will choose one of the following with a check and sign and date

below your choice. Client Depositor B will check, sign and date their agreement with the choice made by Client Depositor A.

- Discard

In the event of the death of both Client Depositors at or about the same time: If both Client Depositors die at or about the same time, as established by evidence deemed sufficient by the Company, the Company will discard all stored embryos and the embryos are not to be used for any other purpose.

Client Depositor A Signature Date

- Transfer of Ownership

In the event of the death of both Client Depositors at or about the same time: If both Client Depositors die at or about the same time, as established by evidence deemed sufficient by the Company, the Client Depositors direct that upon their deaths, ownership of the embryos will be recognized as follows;

We designate the following individual(s) as the designated owner(s) of our embryos upon his, her or their execution of a new cryostorage agreement.

Designated Owner(s) Name(s): _____

Designated Owner(s) Address: _____

Designated Owner(s) Phone Number: _____

The Client Depositors acknowledge that the embryos upon becoming the property of the designated owner(s) by his, her or their execution of an agreement with the Company, may be discarded or used for any allowed option below at the direction of the designated owner. If the designated owner does not elect to take ownership of the embryos or is unresponsive to the Company's contact or is unable to be located, the Company will discard the embryos.

Select one or more of the options below if a Designated Owner is identified above;

- used for the purpose of procreation pursuant to federal and state regulations and AATB Standards, not including donation to another party or agency.
- used for the therapeutic treatment of the 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.
- donation to another party or agency to be used for the purpose of procreation pursuant to federal and state regulations and AATB Standards.

Client Depositor A Signature Date

- Client Depositor B**

I have read the advanced directive choices defined above for the death of both client depositors. I approve the selection of my co-client depositor (Client Depositor A) and agree to abide by the terms outlined in our choice.

Client Depositor B Signature Date

C. **In the event of divorce** or dissolution of the marriage or partnership, the ownership and/or other rights to the embryo(s) will be as directed by court decree and/or settlement agreement. If divorce or dissolution of the marriage / partnership occurs, ReproTech LLC will require notarized documentation of changes in ownership and/or rights to the embryos before proceeding with any disposition. Otherwise, the Company shall dispose of all embryos only as provided in this document or in accordance with the Company's Disposition Directive document.

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. 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, each Client Depositor agrees to the terms of this Embryo Cryostorage Agreement.

By: _____ By: _____
Client Depositor A Name (Printed) Client Depositor B Name (Printed)

Client Depositor A Signature Date Client Depositor B Signature Date

ReproTech LLC Representative Signature Date Account # assigned by RTL _____

The Cryostorage Experts
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