



**EMBRYO CRYOSTORAGE AGREEMENT - SINGLE CLIENT DEPOSITOR**

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

1. **Collection and Storage:** With the assistance of the Client Depositor, 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](http://www.reprotech.com)), the Company shall receive the Client Depositor’s embryos, which have been cryopreserved by the Client Depositor’s 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](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 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 Depositor. The Client Depositor’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 on or before the 60<sup>th</sup> day after the beginning of any Storage Period, then the Client Depositor is in “default”. In the event of default, the Company may, in its sole discretion, refer the Client Depositor’s account to any attorney or collection agency for collection, and the Client Depositor 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 is in default, the Company may discard all stored embryos. The term “discard” means that the Company will thaw and discard the 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 Directive; 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 Depositor acknowledges that they have been fully advised concerning the state of the art of cryopreservation of embryos and understands 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 Depositor’s semen and eggs and resulting embryos and the effectiveness of the cryopreservation procedures of the Clinic. Accordingly, the Client Depositor understands and agrees 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 Depositor 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 Depositor at their last known address, assign and transfer its obligations hereunder and the embryos held on behalf of the Client Depositor to a similar storage facility.

6. **If Applicable—Storage of Potentially Infectious Specimens:** The storage of specimens from a potentially infectious client (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 who has tested reactive for HIV will be stored in an HIV Only storage tank.
- b. Specimens from Client Depositor 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 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. This Agreement shall be binding upon the Client Depositor 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 Depositor, (3) for research use, (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 Client Depositor, and,
  - iii. upon the authorization of the Recipient's clinic, and
  - iv. upon completion of serology/virology tests required by the Company and/or U. S. 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 Depositor 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 signed by licensed Physician, and
  - iv. upon the execution of Company's "Informed Consent For Use of Frozen Donor Embryos By Gestational Carrier" by the Client Depositor and Authorized Medical Staff Member of the Clinic.
- C. **Use of embryos for Research**, the embryos will be released:
- i. to a facility selected 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 the Client Depositor, and
  - iii. only if Client Depositor and the egg and/or sperm donor, whichever is 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**

**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:** If the Client Depositor 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 Signature                      Date

- Transfer of Ownership

**In the event of the death of the Client Depositor:** If the Client Depositor dies, as established by evidence deemed sufficient by the Company, the Client Depositor directs that upon their death, ownership of the embryos will be recognized as follows;

I designate the following individual(s) as the designated owner(s) of my 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 Depositor acknowledges that the embryos upon becoming the property of the designated owner(s) by his, her or their execution of an agreement with ReproTech LLC, 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 RTL’s contact or is unable to be located, RTL will discard the embryos;

**Select one or more of 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 Signature                      Date

**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 Embryo Cryostorage Agreement.

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

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

\_\_\_\_\_  
ReproTech LLC 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