



Dear Client Depositor,

ReproTech, Ltd. (RTL) is pleased to have been selected by Reproductive Medicine & Infertility Associates, PA as the facility to assume the storage responsibilities of the your cryopreserved oocyte/ovarian tissue specimens. Our agreement with RMIA assures the continued safe storage of your specimens, if you elect this option. ReproTech, Ltd. is proud to be licensed by the New York State Department of Health, the State of California Department of Health Services and accredited by the American Association of Tissue Banks. Our staff will provide you with the highest level of experience and professionalism to service your needs.

Our annual storage fee is \$275.00. This fee can be paid annually, quarterly, or at our multi-year rate. We have agreed to waive the shipping fee if your specimens can be included in a regularly scheduled group shipment.

Once we receive this paperwork from you or your clinic, we can arrange a specimen transfer.

A. Client Depositor Registration;

This form gives us information about you, the Client Depositor. On this form, you will choose a method of paying your annual storage fee. Regardless of the method chosen, this form needs a signature on the bottom, indicating that you accept and understand our billing policy.

B. Oocyte/Ovarian Tissue Cryostorage Agreement;

Please read this agreement carefully. Sign this form in the presence of a witness.

C. Specimen Transfer To RTL And Medical Data Release Authorization;

This form must be signed by you, the Client Depositor, in the presence of a witness.

D. Medical History Form;

This form must be completed and signed on the bottom

E. HIV-1/2 (AIDS) Testing;

Prior to transfer, RTL requires evidence of your serology for Anti-HIV-1/2(AIDS). These testing results can be provided by your clinic or other testing facility.

Once these forms are complete and on file, a transfer of your specimens will be arranged. In compliance with AATB Standards and RTL policies, before your specimens can be shipped from RTL for your use in the future, the following tests must be completed and the results forwarded to RTL for your use in the future: HBsAg and HCV.

Please call RTL at 651-489-0827 or 888-489-8944 if you have any questions or visit our web site at www.reprot.com for additional information.

Sincerely
Jill Olson

Enclosures

The Cryostorage & Compliance Experts

NV 888.831.2765 • Fax 775-284-2799 MN 888.489.8944 • Fax 651.489.0442 FL 888.953.9669 • Fax 954.332.6655



Oocyte/Ovarian Tissue

REGISTRATION

PATIENT INFORMATION

RTL Account # (assigned by RTL staff)

Name Date of Birth SS#

Address Street City State Zip

Name of Partner (if applicable) Home Phone

Work Phone Cell Phone Number(s) Email Address

Have you ever tested positive for HIV, Hepatitis B, Hepatitis C, or HTLV I & II?

If yes, please specify

What month(s) and year(s) were your specimens/tissue cryopreserved?

Privacy Policy: RTL requires a Personal Identification Number (PIN) for release of information about your account.

Please enter your PIN (may be Social Security Number):

To whom, other than yourself, may we release information about your account (Print name & relationship)

PERSON RESPONSIBLE FOR THIS ACCOUNT

Name Relationship to patient Home Phone

Address Work Phone

SS#

PAYMENT POLICY

Please indicate the billing interval for storage fees that you elect. Unused storage fees are non-refundable. Storage and shipping fees must be prepaid.

- Quarterly 1 year 2 year 3 year

CREDIT CARD AUTHORIZATION: Your signature here authorizes ReproTech, Ltd. to charge your credit card for shipping and storage fees. Check here if you are only authorizing RTL to use your credit card for the first annual or multi-year storage period and the shipping fees. Please note that quarterly storage fees are automatically billed and are not eligible for a one-time authorization. Signature: Date Account Number Name on Card Expiration Date

PHYSICIAN/CLINIC WHERE OOCYTES/OVARIAN TISSUE IS STORED

Name Telephone Fax

Address Street City State Zip

PATIENT SIGNATURE BELOW IS REQUIRED

Your signature below acknowledges acceptance of our payment and privacy policies and agreement to keep ReproTech, Ltd updated with current address and contact information.

Signature of Patient Date

If the Patient above is a minor, a parent or guardian of the minor must sign below:

Signature of Parent or Guardian, if applicable:

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OOCYTE/OVARIAN TISSUE CRYOSTORAGE AGREEMENT

This AGREEMENT, Made between ReproTech, Ltd., a Minnesota corporation (the "Company"), and the person named below (the "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.reprot.com), the Company shall receive the Client Depositor's oocyte/ovarian tissue, which has 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.reprot.com. A "Storage Period" begins with the month in which this Agreement is signed by the Client Depositor or the month in which the Company receives specimens for storage, whichever is later. Unused storage fees are non-refundable. The Client Depositor shall keep the Company informed at all times, in writing, of her 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 60th day after the beginning of any Storage Period 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 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 or her Surviving Spouse; or
- (4) upon receipt of a certified copy of the death certificate, if the Client Depositor dies without leaving a Surviving Spouse.

5. Responsibilities and Liabilities of the Company: The Client Depositor acknowledges that she has been fully advised concerning the experimental state of the art of cryopreservation of oocyte/ovarian tissue. In this connection, she acknowledges that she understands that the viability of the oocyte/ovarian tissue and the results from subsequent insemination depend almost in their entirety upon the Client Depositor and the recipient. Accordingly, the Client Depositor understands and agrees that the Company's responsibilities shall be limited hereunder solely to the adequate cryostorage of said oocyte/ovarian tissue specimens consistent with the state of the art at the date of entering into this Agreement. The Client Depositor agrees to hold the Company harmless for any damage sustained while the oocyte/ovarian tissue specimens 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 the amount of storage and/or shipping fees theretofore paid by the Client Depositor. 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 at her last known address, assign and transfer its obligations hereunder and the oocyte/ovarian tissue held on behalf of the Client Depositor to a similar storage facility.

6. 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 of payment of any claim relating to the subject of this Agreement. The Agreement shall be binding upon the Client Depositor and her assigns, heirs, executors, and administrators.

7. CONDITIONS OF RELEASE OF OOCYTE/OVARIAN TISSUE SPECIMENS FROM STORAGE

Release of oocytes/ovarian tissue specimens may occur:

- A. During the lifetime of the Client Depositor, if the recipient is the Client Depositor, the oocyte/ovarian tissue will be released;
 - i. only to a licensed physician, and
 - ii. upon the express notarized authorization of the Client Depositor and the Client Depositor's physician, and
 - iii. upon the completion of serology/virology tests required by the Company.



REPROTECH LIMITED

ADDENDUM TO OOCYTE/OVARIAN TISSUE CRYOSTORAGE AGREEMENT (Infectious Disease)

WHEREAS, the person named below (the "Client Depositor") has entered into a Oocyte/Ovarian Tissue Cryostorage Agreement for the cryostorage of oocytes/ovarian tissue by ReproTech Limited and WHEREAS, certain additional terms apply to the storage of specimens from potentially infectious clients WHEREFORE, the undersigned agrees that the following terms and conditions apply in addition to those set forth in Semen Cryostorage Agreement:

- 1. The storage of specimens from potentially infectious clients (clients for whom testing show a potential for an infectious disease) require certain additional safeguards and procedures. The undersigned understands and agrees that his specimens will be stored in a separate vapor storage tank which is designated for potentially infectious specimens only. Other specimens from clients with other potentially infectious conditions may be stored in that same tank. . a. Specimens from Client Depositors who have tested reactive for HIV will be stored in an HIV Only storage tank b. Specimens from Client Depositors 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 disease specific canisters. 2. While specimens are normally divided for storage between two tanks (in order to reduce the risk of loss in the event one tank is destroyed), specimens from potentially infectious clients will all be stored in one tank. 3. The undersigned further understands that because of additional required precautions, storage fees and shipping fees will be higher than the fees charged to clients who are not potentially infectious. The undersigned acknowledges receipt of a fee schedule showing presently applicable fees. 4. The undersigned understands that unless other arrangements at increased cost are requested, specimens will be shipped to and from RTL using only one shipping tank (rather than the procedure for non-infectious specimens which split the shipments between two tanks to minimize the risk of loss). 5. The undersigned understands that 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. 6. The undersigned further understands that results of any testing for infectious diseases will be disclosed to the receiving physician and the recipient (spouse or sexually intimate partner) as part of an informed consent procedure before the specimens are used.

By: _____ Client Depositor Name (Print) Client Depositor Signature Date

If the Client Depositor is a minor, a parent or guardian of the minor must sign below:

Name of Parent/Guardian, if applicable (Printed) Signature of Parent/Guardian, if applicable Date

The undersigned affirms that he/she knows the Client Depositor and Parent/Guardian, if applicable, and that he/she witnessed the Client Depositor's signature and Parent's/Guardian's signature, if applicable, on this document.

Name of Witness (Printed) Signature of Witness Date

By: _____ RTL Account: _____
ReproTech, Ltd. Representative Date

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Oocyte/Ovarian Tissue

MEDICAL HISTORY

Name: _____

Account: _____

Name, Address & Phone Number of the Physician that referred you to RTL for cryobanking:

Reason for Oocyte/Ovarian Tissue Cryobanking (Please check the applicable blanks.)

____ Pre-Radiation Therapy ____ Pre-Chemotherapy ____ Pre-Surgery ____ Fertility Treatment
 ____ Occupational Hazard ____ Use by a Friend ____ Donation ____ Use by a Surrogate ____ Use by a Gestational Carrier

Clinical Diagnosis: _____

Treatment History:
Please indicate applicable treatments or therapies and dates:

	None	Past	Future
Chemotherapy			
Radiation Therapy			
Surgery			

Fertility History:
Number of pregnancies: _____ Number of live births: _____

Comments: _____

Your signature below acknowledges that the oocyte/ovarian tissue specimens provided to RTL for the purpose of cryopreservation have been produced by and are the property of the undersigned. It is understood and agreed that future serology testing may be required for storage and/or release of these specimens/tissue.

Signature _____ Date _____

If the Patient above is a minor, a parent or guardian must sign below:

Signature of Parent or Guardian, if applicable: _____

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SPECIMEN/TISSUE TRANSFER TO RTL AND MEDICAL DATA RELEASE AUTHORIZATION

The undersigned client depositor requests the transfer of her oocyte/ovarian tissue specimens to ReproTech Ltd.(RTL) from the cryobank/physician (herein called the cryobank) listed below in accordance with RTL's current policies and procedures.

It is understood that the undersigned cryobank acknowledges this request and will assist in the transfer of the specimens/tissue. Furthermore it is recognized by the client depositor that events, beyond RTL's and the cryobank's control, may occur during transfer and it is understood by all parties that neither the cryobank nor RTL are responsible for any losses associated with the shipment of the specimens/tissue. Upon receipt of the specimens/tissue by RTL, RTL's Cryopreservation Agreement and no other document shall be held in effect. The client depositor releases RTL from any responsibility and liability resulting from long-term storage of the specimens/tissue cryopreserved by the cryobank.

To authorize the transfer of the client depositor's oocyte/ovarian tissue specimens from the cryobank to RTL, please provide the requested information below. Have the document witnessed and return it to RTL in advance of the transfer date.

I declare that the reason for specimen/tissue transfer is continued long-term storage at RTL.
 I understand that RTL cannot verify, nor guarantee, the viability of the transferred oocyte/ovarian tissue being placed into long term storage. The risk of long term storage of such specimens/tissue is assumed by me.
 I agree to hold RTL harmless for any damage done to specimens/tissue prior to RTL's possession of such specimens/tissue.
 I also release RTL for any liability for mislabeled specimens/tissue which are transferred to RTL for long term storage.
 I have read and understand the policies above and hereby authorize the cryobank to release my specimens/tissue to ReproTech Ltd.
 I authorize the undersigned cryobank to release to ReproTech, Ltd. medical data, including but not limited to:
 Personal/medical biographical data, Serology/virology testing data, and oocyte/ovarian tissue processing/cryopreservation data.

Name: _____
 (Print or Type)

Signature(s): _____
 Client Depositor

Address: _____
 Street Address City State Zip Telephone

If the Client Depositor above is a minor, a parent or guardian of the minor must sign below:

Signature of Parent or Guardian, if applicable: _____

The undersigned affirms that he/she knows the client depositor and parent or guardian, if applicable, and that he/she witnessed the client depositor's signature and parent's or guardian's signature, if applicable, on this document.

Name of Witness (Printed)	Signature of Witness	Date
_____	_____	_____

Cryobank/Physician: _____
 (Print or Type)

By: (Signature) _____ By: _____
 ReproTech Ltd.

Address: _____

Telephone: _____

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