

MEMPHIS FERTILITY LABORATORY, INC.

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CONSENT TO CRYOPRESERVATION (FREEZING) AND STORAGE OF EMBRYO(S)

1. We (*name of wife and husband*), _____, the undersigned are Wife and Husband and have previously consented to participate in in vitro fertilization and embryo transfer (IVF/ET), or donor ovum IVF/ET, at Kutteh Ke Fertility Associates of Memphis, PLLC (FAM) and Memphis Fertility Laboratory, Inc. (MFL) and executed the attached consent form which is incorporated herein by reference.
2. Successfully fertilized eggs are referred to as embryo(s). As a result of IVF/ET, multiple eggs may be recovered and fertilized. We understand that due to concerns of multiple pregnancy, the number of fresh embryo(s) transferred during treatment is limited. Alternatively, there may be circumstances in which embryo transfer of any embryo(s) is either cancelled or not recommended.
3. We understand that by cryopreservation and storage of surplus embryo(s), we may have a future opportunity of pregnancy by thawing these embryo(s) and transferring into my (or my gestational carrier's) uterus.
4. The procedure whereby surplus embryo(s) are cryopreserved (frozen) and stored for possible future transfer and pregnancy has been fully explained to us including the risks, discomforts, benefits, and alternatives to such procedure. We hereby authorize and consent to the cryopreservation of the surplus embryo(s), if such is deemed appropriate by the Laboratory Director of MFL.
5. We understand and agree to cryopreservation of any surplus embryos from our IVF/ET or donor ovum IVF/ET procedure. Furthermore, we agree to an initial storage period of up to two (2) years from the date of cryopreservation. We understand that the long-term safety or viability of cryopreserved embryo(s) is unknown. It has been strongly recommended to us that stored embryo(s) be thawed and used within 5 years of cryopreservation.
6. Before the initial two-year storage period covered by this agreement has expired, we may request an extension of storage for any remaining stored embryos. The extension will allow embryo storage for another year, as well as any change in embryo designation (see paragraph 8 below). A completed Extension of Storage form must be signed by both Wife and Husband and must be accompanied by the annual storage fee. The Extension of Storage form must be returned on or before the expiration of the initial two-year storage period. It is essential that our current address be supplied to MFL. It is our responsibility to monitor the storage period and we understand that this consent form will constitute the only notification regarding expiration of storage.
7. Our embryo(s) may be shipped to another laboratory with the necessary facilities for its continued storage, either by our own request or if MFL were to cease operations. We acknowledge that we will be responsible for all charges required to maintain embryo viability during shipment.
8. We have been informed that the option of future donation of our embryos to another infertile husband and wife is possible. We acknowledge and agree that the prerequisite for donation of our embryos will be to have our surplus, viable embryo(s) cryopreserved and to execute this Cryopreservation and Storage Agreement herein. We understand that embryo donation will require a separate application and consent process and that we must apply before our current storage period has expired. Furthermore, in order to

Wife's Initials _____

Husband's Initials _____

satisfy federal regulations safeguarding the safety of donated human tissue, we acknowledge that additional blood testing of Wife and Husband will likely be required at both time of cryopreservation and future donation. Neither MFL nor FAM can guarantee that our stored embryo(s) will be accepted for donation.

9. We understand that we *must* elect one of the options below for designation of stored embryo(s) prior to cryopreservation. If a completed Extension of Storage with annual storage fee is not received by MFL or we do not thaw and transfer to my uterus all stored embryo(s) within two years of the date of cryopreservation then we hereby authorize and direct that the action marked below be taken, and we hereby consent thereto (*both Wife and Husband initial next to your choice and cross out the other*):

_____ a) donate the embryo(s) for research. Any research performed shall be with the prior approval of an accredited Ethics Review Board and shall be conducted pursuant to applicable federal and state guidelines. Research on embryo(s) will not be continued beyond the 14th day of development and will not be transferred to attempt gestation. This disposition releases any or all rights we may have in the cryopreserved embryos and any cell lines, intellectual property, or royalties that may be derived from such work. If state or federal guidelines prohibit such research or if remaining embryos are unused, all embryos may be thawed and destroyed.

_____ b) thaw and destroy all stored embryo(s). This disposition directs MFL to dispose of all embryos in a manner consistent with any federal or state law two years from the date of cryopreservation.

10. We understand that stored embryo(s) remaining at the expiration of the two-year period will be considered abandoned and designated to our elected option as indicated in paragraph 9. We recognize and acknowledge that we bear the sole responsibility for monitoring the two-year time period. We further understand and acknowledge that no further attempts will be made by either MFL or FAM to contact us and ascertain our wishes regarding the stored embryo(s).

11. If either of us should die or become mentally incompetent while any of our cryopreserved embryos are still stored, we hereby authorize and direct that the surviving or mentally competent spouse shall have authority to direct embryo usage or storage. If both of us die, one of the following dispositions concerning our embryos shall be carried out immediately upon notification by the executors or administrators of both our estates (*both Wife and Husband initial next to your choice and cross out the other*):

_____ a) donate for research purposes as described in Paragraph 9a above.

_____ b) thaw and destroy all stored embryo(s) as described in Paragraph 9b above.

12. If we are divorced or either of us files for divorce while any of our cryopreserved embryos are still stored, we hereby authorize and direct, jointly and individually, that one of the following actions be taken (*both Wife and Husband initial next to your choice and cross out the others*):

_____ a) Upon receipt by MFL of the final divorce decree, the disposition chosen by us in Paragraph 9 above will be immediately carried out.

_____ b) Upon receipt by MFL of the final divorce decree, authority to direct embryo usage or storage shall be assigned to Wife.

_____ c) Upon receipt by MFL of the final divorce decree, authority to direct embryo usage or storage shall be assigned to Husband.

13. Our Physician, FAM or MFL has not made or represented any guaranty to us as to the results that we may expect from transfer of thawed surplus embryo(s) or from our participation in this program in general.
14. We understand that if pregnancy is successfully established, miscarriage, ectopic pregnancy, stillbirth and/or abnormalities (birth defects) may occur.
15. We hereby release MFL, its' agents, servants, or employees from any injury or damage, known or unknown, that might result should the frozen embryo(s) cease to be viable while in the custody of MFL, its agents, servants, or employees.

Wife's Initials _____

Husband's Initials _____

- 16. We acknowledge and agree that in the event of loss, damage or destruction of the embryos for any reason whatsoever, our actual damages as a result thereof would be impracticable or extremely difficult to determine. Accordingly, we agree that in the event any or all of our stored embryos are lost, damaged or destroyed for any reason, including, without limitation, as a result of MFL's negligence, we shall be entitled to liquidated damages in the amount equal to the storage fee paid for the term of the storage agreement in which such loss, damage or destruction occurred.
- 17. We fully understand that insurance coverage for any or all of the above procedures may not be available and that we will be personally responsible for the expenses of this treatment. The expenses may consist of hospital charges, laboratory charges and/or physician professional fees.
- 18. We consent to the photographing or televising of any laboratory procedure(s) to be performed for medical, scientific, or educational purposes, provided our identities are not revealed by the pictures or by descriptive text accompanying them.
- 19. The Centers for Disease Control (CDC) is a "public health authority" and is authorized by law (PL 102-493 (H R 4773) to collect data on assisted reproductive technologies in the United States. In the interests of public health, we understand and acknowledge that both FAM and MFL are required, under the Fertility Clinic Success Rate and Certification Act of 1992, to submit information about our cryopreserved embryo(s) to the CDC. Furthermore, data collected by Society of Assisted Reproductive Technologies (SART) is used to generate statistics published annually in medical and scientific publications and for selected research projects. For such activities, our data are de-identified (stripped of information that could potentially lead to revealing the subject of the information).

We understand that all information about us obtained during the program will be handled confidentially and that neither our identities nor specific medical details will be revealed without our consent. Specific medical details may be revealed in professional publications as long as our identities are concealed.

- 20. We each acknowledge that we have fully reviewed and comprehend the contents of this Consent Form. The nature of embryo cryopreservation has been explained to us, together with the known risks. We understand the explanation that has been given us and that there may be unknown risks. We have had the opportunity to ask any questions we might have and those questions have been answered to our satisfaction. We acknowledge that embryo cryopreservation is being performed at our request and with our consent. We each acknowledge and affirm that we have given our consent and entered into this agreement without coercion or compulsion and of our own free will.

We may jointly change the above designations by signing a new consent, while we are legally married and not subject to a complaint or decree of divorce, but not thereafter.

Signature of Wife

Signature of Husband

Print Wife's name

Print Husband's name

Date

Date

Laboratory Director
Memphis Fertility Laboratory, Inc.

Date

Wife's Initials _____

Husband's Initials _____