	Standard Operating Procedure	Number:	CPFE.12003
	Title: Biological Tissue Cryostorage Agreement (Single Depositor)	Revision:	0001
		Effective Date:	3/27/2015

BIOLOGICAL TISSUE CRYOSTORAGE AGREEMENT

(Single Depositor)

This Biological Tissue Cryostorage Agreement (the "Agreement") is made between BHC, LLC dba Cryopoint, an Indiana limited liability company (the "Company") and you the person named below (the "Depositor"). By entering into this Agreement, you indicate your intention for the Company to receive and cryostore your sperm or egg(s) (the "Tissue").

1. Collection | Storage: The Depositor shall send to the Company and the Company shall receive in accordance with the Company's identification and testing procedures (as set forth on the Company's website), the Tissue, which Tissue shall be cryopreserved by the Depositor's physician/clinic (the "Clinic"), for long-term cryostorage until this Agreement is terminated pursuant to Paragraph 4. The Company, at any time, may modify its procedures to reflect changes in industry practices, laws, or regulations. The Company may also receive any and all records associated with the Depositor's Tissue, which records may include medical records and/or infectious disease testing results. Any medical records or infectious disease testing results received by the Company will be maintained as confidential and stored on the Company's site or servers.

2. Storage Fees | Records: The Depositor shall be responsible for the payment of all fees associated with the cryostorage of the Tissue (the "Fees"). The Fees are set forth on the Company's website. The Fees shall be payable in advance and may be adjusted from time to time by the Company. The Fees do not include any transportation costs of the Tissue, including transportation to or from the Depositor's Clinic, as may be needed from time to time. All transportation costs of the Tissue will be charged to the Depositor separately. Any "Storage Period" shall begin in the month in which the Company receives the Tissue for storage. All Fees are non-refundable. The Depositor shall keep the Company informed, in writing, of his/her address and phone number for billing and any other matter requiring notice to the Depositor. In the event that medical records reveal confirmed positive infectious disease results, the Company may be required by law or regulation to report or disclose said results to the Depositor and/or the Depositor's physician; provided, however, any disclosure pursuant to this Paragraph 2 shall at all times be in accordance with the Depositor's records release authorization.

3. Account in Default: The Depositor is in "default" of this Agreement if the Company has not received full payment of all Fees, transportation costs and other amounts due on or before the sixtieth (60th) day after the date upon which any Storage Period begins. In the event of default, the Company may, in the Company's sole discretion, refer the Depositor's account to any attorney or collection agency for collection and the Depositor agrees to pay all costs of such collection, including any fees charged by the collection agency, as well as attorney's fees. **If the Depositor is in default, the Company may, at the Company's sole discretion, discard all stored Tissue.** The term "discard" means that the Company will thaw and dispose of the Tissue in a professional and ethical manner, as determined solely by the Company. Discarded Tissue cannot and shall not be used for reproductive purposes by or on behalf of any person or persons, including the Depositor.

4. Termination of Agreement: This Agreement shall terminate and the Company's responsibilities for storage of Tissue hereunder shall cease upon any of the following to occur: (a) upon the release of all Tissue stored by the Company pursuant to Conditions of Release of Tissue from Storage (on page 2 herein); (b) upon the disposition of all Tissue stored by the Company either pursuant to (i) a default under Paragraph 3 or (ii) pursuant to an Advanced Directive (on pages 3 and 4 herein); or (c) upon the execution of Company's separate termination agreement and final disposition forms, if any.


5. Company Responsibilities: The Depositor acknowledges that he/she has been fully advised concerning the process of cryopreservation of Tissue and understands that the Company provides no assurance or guarantee whatsoever of normal embryonic development. The Company provides no guarantee that the Company's cryopreservation procedures will successfully result in pregnancy. Depositor acknowledges that the viability of the Tissue and the results from subsequent implantation depend almost entirely upon the inherent quality of the Depositor's semen and eggs, the resulting Tissue and the effectiveness of the cryopreservation procedures of the Clinic. Except as expressly provided herein, the Company makes no representation or warranty of any kind, nature or description, express or implied, with respect to any Tissue or the Company's storage services (including, without limitation, any warranty of merchantability or fitness for a particular purpose), and the Company expressly disclaims any such representations or warranties.

Accordingly, the Depositor acknowledges that the Company's responsibilities shall be limited hereunder solely to the adequate cryostorage of the Tissue consistent with the state of the art at the date of entering into this Agreement. The Depositor agrees to hold the Company, its affiliates, respective owners, manager(s), officers, members, agents and employees, harmless from any damage sustained while the Tissue is not in the possession and control of the Company. Without limiting any other provision of this Agreement, the Depositor hereby irrevocably releases and discharges the Company, its affiliates and their respective owners, manager(s), officers, members, agents and employees from, and forever waives, any and all claims, now or hereafter arising out of or related to: (a) the damage, destruction or loss of any or all Tissue, except to the extent caused by the Company's gross negligence or willful misconduct; or (b) any abnormalities, birth defects, hereditary characteristics or tendencies of any offspring, or from any other adverse consequences, including the transmission of infectious or genetic disease, which may arise in connection with or as a result of use of any Tissue.

The total liability of the Company for failure to meet any of its responsibilities to the Depositor shall not exceed the amount of Fees paid to the Company by the Depositor. The parties agree that the laws of the State of Indiana shall govern any claims relating to or arising out of the subject of this Agreement without giving effect to any conflict of laws rules, and any such claims must be brought in the state or federal district courts of Indiana. In the event the Company terminates the operation of its storage facility, it may, thirty (30) days after written notice to the Depositor at his/her last known address, assign and transfer its obligations hereunder and the Tissue held on behalf of the Depositor to a similar storage facility.

6. Indemnity | Additional Terms: Depositor agrees to indemnify and hold harmless the Company, its affiliates, and their respective owners, manager(s), officers, members, agents and employees from and against any and all losses, demands, judgments, claims, liabilities, expenses, or damages (including attorneys' fees and amounts paid in settlement) incurred in connection with any claim, legal action or defense arising out of the use, storage, release or disposition of any Tissue, including any claim or legal action brought by any person claiming ownership or possession of any Tissue, or any claim or legal action by or on behalf of any child born when any embryo is gestated (including any claims arising out of any birth defects, infectious or genetic disease or other condition of such child). The Depositor promises and agrees to indemnify and hold harmless the Company from any loss and/or expenses incurred in collection with the defense or payment of any claim by any other party relating to the subject of this Agreement. In the event of any dispute with respect to ownership or possession of any Tissue, including where the Company is unable to determine, to its sole satisfaction, the validity or authenticity of any power of attorney, authorization or other instruction received with respect to any Tissue, the Company may tender all Tissue into the registry or custody of the United States District Court for the Southern District of Indiana or any other court of competent jurisdiction and to initiate such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties and liabilities under this Agreement. The filing of any such legal proceedings shall not deprive the Company of any rights to compensation accrued prior to such action or its indemnification rights contained herein.

7. Minor Depositor: If the Depositor is under the age of eighteen (18) at the time of Tissue collection, the Depositor's parent or legal guardian must sign this Agreement and any other form requiring the Depositor's signature. Once the minor Depositor reaches the age of eighteen (18), then the Depositor may communicate and direct the Company on their own accord, without parental or legal guardian consent.

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CONDITIONS OF RELEASE OF TISSUE FROM STORAGE

The Company may only release Tissue from storage under the following circumstances: (1) for implantation in the female Depositor, (2) for implantation in a gestational carrier designated by Depositor, (3) for implantation in another female either through the Company's embryo donation program (the "Embryo Donation Program") or an outside donation agency.

1. If the recipient of Tissue is **the Depositor**, then the Tissue may be released:
 - i. only to a licensed physician (who must execute a product order form provided by the Company);
 - ii. upon the express authorization of Depositor;
 - iii. upon the authorization of the recipient's clinic; and
 - iv. upon the recipient's completion of serology/virology tests required by the Company.

2. If the recipient of Tissue is **a gestational carrier**, then the Tissue may be released:
 - i. only to a licensed physician (who must execute a product order form provided by the Company);
 - ii. upon the express authorization of the Depositor and the Clinic;
 - iii. upon receipt of documentation of compliance with all Food and Drug Administration ("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 release must be signed by licensed physician, gestational carrier and the Depositor, and
 - iv. upon the execution of Company's informed consent documentation by the gestational carrier, the Depositor and an authorized medical staff member of the Clinic.

3. If the Depositor **releases the Tissue to the Company's Embryo Donation Program**, at which time, then the Tissue will be considered a gift, and the Depositor shall receive no compensation or consideration whatsoever, and the Tissue may be released, whether through the Company's Embryo Donation Program or to an outside donation agency:
 - i. only to a licensed physician (who must execute a product order form provided by the Company);
 - ii. upon the proper execution by Depositor of the Company's donation forms;
 - iii. only if the Depositor and the Tissue's donor have completed the Company's required serology/virology tests for donor reproductive Tissue at least six (6) months after the retrieval of the Tissue, and the Company, in its sole discretion, determines that the serology/virology tests indicate that the applicable standards for donation have been met;
 - iv. only if the Depositor and the Tissue's donor have completed medical genetic histories and screenings requested by the Company, and the Company, in its sole discretion, determines that the applicable standards for donation have been met;
 - v. upon the execution of any other form required by the Company, including forms related to donation and informed consent, by the recipient, the recipient's partner, if applicable, and authorized medical staff of the recipient's Clinic; and
 - vi. if the Depositor identify a known recipient for their Tissue through a third party, the Depositor must pay the Company for the donor screening and testing fees.

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**ADVANCED DIRECTIVES
FOR FINAL DISPOSITION OF TISSUE IN EVENT OF DEATH**

This advanced directive (the "Advance Directive") allows you, the Depositor, to make decisions relating to your Tissue in advance of your death. In the event that none of the options provided below are fully executed, the Depositor directs the Company, upon the death of the Depositor, that the Tissue be discarded and not used for any purpose.

DEATH OF DEPOSITOR:

In the event the Depositor is a minor, please sign and date below:

If, at the time of death, Depositor is a minor, all Tissue will be discarded upon receipt of the Depositor's death certificate by the Company, irrespective of any other choices made in this Advance Directive. The Depositor and his /her parent or legal guardian explicitly understand the Company's policy, and have made their understanding clear by signing below. If Depositor is a minor, Depositor's parent or legal guardian must sign as well.

Depositor Signature	Date	Parent/Legal Guardian Signature	Date
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In the event the Depositor is eighteen (18) years of age or over, please check-mark one of the following options, signing and dating below your choice:

Discard. In the event of the death of the Depositor: If the Depositor dies, as established by evidence deemed sufficient by the Company, the Company shall thaw and discard all stored Tissue, and the Tissue will not be used for any other purpose.

Depositor Signature	Date
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Donation (either to a specific individual/couple, or anonymously). In the event of the death of the Depositor: If the Depositor elects to participate in the Company's Embryo Donation Program, then all conditions of Paragraph 3 of the Conditions of Release of Tissue from Storage must be met prior to the death of the Depositor. If all conditions of Paragraph 3 of the Conditions of Release of Tissue from Storage are not met, then the Company will discard the stored Tissue.

Depositor Signature	Date
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Donation for Research Purposes only. In the event of the death of the Depositor: If the Depositor dies, as established by evidence deemed sufficient by the Company, the Company shall use the Tissue for research purposes only, and as determined by the Company in the Company's sole discretion, and the Tissue shall not be transplanted into any individual.

Transfer of Ownership. In the event of the death of the Depositor: If the Depositor dies, as established by evidence deemed sufficient by the Company, the Depositor directs that upon the death of the Depositor, ownership of the Tissue will be recognized as follows:

I designate the following individual as the designated owner of my Tissue upon his, her or their execution of a new cryostorage agreement.

Designated Owner Name: _____

Designated Owner Address: _____

Designated Owner Phone Number: (_____) _____

The Depositor acknowledges that the Tissue, 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 (i) does not elect to take ownership of the Tissue; (ii) is unresponsive to the Company's contact; or (iii) is unable to be located within sixty (60) days of the date the Company first attempts to contact the designated owner(s), then the Company will discard the Tissue.

Select one or more of options below if a designated owner is identified above:

- a designated owner may use the Tissue for the purpose of procreation pursuant to federal and state regulations and American Association of Embryo Bank Standards, not including donation to another party or agency.
- a designated owner may donate the Tissue to another party or agency to be used for the purpose of procreation pursuant to federal and state regulations and American Association of Embryo Bank Standards.

Depositor Signature	Date
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