

Patient #: _____

SPECIMEN STORAGE AGREEMENT AND CONSENT

THIS SPECIMEN STORAGE AGREEMENT (“Agreement”) is made and entered into **June 10, 2009** by and between Bruce R. Gilbert, M.D., Ph.D., P.C., a New York State professional corporation (“PC”) DBA New York Cryo, and _____ (Client”). PC and Client are sometimes referred to herein individually as a “Party” and collectively, as the “Parties.”

This Agreement is made with reference to the following facts and circumstances:

WHEREAS, Client has either deposited, or intends to deposit with PC, semen specimens (“Specimens”). Client desires to deposit the Specimens with PC for processing and/or storage prior to potential artificial insemination of, or the use of other assisted reproductive technology for, a sexually intimate partner (the “Recipient”).

WHEREAS, the Parties desire that PC shall process and/or store the Specimens on each and all of the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants and conditions herein, the Parties hereby agree as follows:

1. SPECIMEN AND CLIENT DEPOSITOR EVALUATION

1.1 For Specimens Originally Processed by the PC and Collected At the PC’s Facilities.

Concurrently with the execution of this Agreement and thereafter, Client shall deposit Specimens with PC for processing and post thaw evaluation by PC. PC shall perform the processing and post thaw evaluation for a non-refundable fee equal to the then current PC’s fees, per specimen (the “Evaluation Fee”) payable at the time each Specimen is given by the Client. At the time of execution of this Agreement, the Evaluation Fees shall be as set forth on the attached Schedule A. PC reserves the absolute right to terminate this Agreement upon thirty (30) days prior written notice to Client in the event that PC determines, in its sole and absolute discretion, that the Specimens are inappropriate for storage for reasons including, but not limited to: specimen evaluation, post thaw analysis, blood testing or physician evaluation. PC will perform a post-thaw evaluation of the specimens and will determine in its sole and absolute discretion whether the Specimens are suitable for storage or whether as a result of such analysis or any other testing or physician evaluation the Specimens are unsuitable for freezing or storage. In the event of a negative determination by PC, the PC will give the Client thirty (30) days written notice, which will have the effect of mutually terminating this Agreement at the end of the notice period. At that time the PC shall destroy the specimens.

Client Initial and Date: Not Applicable

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1.2 **For MAILED IN Specimens Not Collected at the PC's Facility But Originally Processed by the PC.**

Following execution of Agreement, the Client is responsible for collecting and shipping his Specimens according to and in compliance with the PC's written instructions as provided to the Client. Following collection, the Client shall only ship the Specimen using the shipping label and collection kit provided by the PC and the delivery service designated by the PC. The Client is responsible for following the PC's written instructions, properly packing the Specimen for shipment in accordance with such instructions and providing the PC with all of the information requested by the PC. The Client represents, covenants and warrants that all information provided to the PC shall be complete, truthful and accurate. The Client understands and agrees that the proper collection and transport of the Specimen is essential for ensuring proper Specimen storage and that failure to follow the PC's written instructions or provide the requested information may result in the Specimen being discarded and not being stored by the PC. The PC shall have the right in its sole discretion to make all such determinations regarding the Specimen. Client further recognizes and acknowledges that the PC is not responsible for the shipping and handling of the Specimen prior to its arrival at the PC's facilities and the risks inherent in the shipping and handling of the Specimen including, but not limited to, the Specimen being lost or damaged or the container breaking or the specimen not being maintained at a proper temperature. Client further recognizes that the PC cannot guarantee, and shall not be responsible for, the confidentiality of the Specimen during shipment. The Specimen shall be subject to the requirements, and the Client shall be responsible for the fees, set forth in Section 1.1 above.

Client Initial and Date _____

1.3 For Specimens Transferred to the PC

Following execution of this Agreement, Client shall arrange for the transfer of Specimens (and shall be responsible for all such arrangements) from a New York State Licensed Tissue Processing Facility ("Prior Facility") to the PC for storage in accordance with the terms of this Agreement. It will be the Client's responsibility to arrange for (a) the pick up of Specimens, (b) the transfer of the Specimens to the PC and (c) all costs associated with such transfer of the Specimens. Client understands and accepts that the PC shall not be responsible for the transfer of the Specimens or any damage to the Specimens which occurs in connection with such transfer. Upon execution of this Agreement and at least thirty (30) days prior to each subsequent transfer of Specimens, Client shall pay the then current fee to the PC for the transfer of the Specimens ("Transfer Fee"), in addition to the applicable Storage Fee as set forth in Section 3 below. On the execution date of this Agreement, such Transfer Fee shall be as set forth on Schedule A. The Transfer Fee shall be non-refundable.

Upon receipt of the Specimens, the PC shall decide, in its sole discretion, whether the Specimens conform with the PC's policies and procedures on storage and whether such Specimens are suitable for storage at the PC. The PC may, in its sole discretion, decide to perform a post thaw evaluation to determine if the Specimens are suitable for storage. Client understands and accepts that performing a post-thaw evaluation will result in destruction of the Specimen vials upon which it is performed.

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If the PC decides, in its sole discretion, that the Specimens are not acceptable for storage, the Client shall be notified in writing and shall have thirty (30) days from the date of such written notification to claim the Specimens and/or transfer the Specimens from the PC. At the end of such thirty (30) day period, the Specimens will be destroyed and this Agreement shall be deemed terminated.

It is understood and acknowledged by the Client that: (a) post thaw testing may not be done if, in the PC's sole determination, the number of vials in the Specimens are too few in number or if the report from the Prior Facility indicates that the Specimens have a low number of sperm and (b) the failure to perform post thaw testing may result in the storage of Specimens that are ultimately determined not to be appropriate for insemination. It is further understood and acknowledged by Client that the PC makes no guarantees as to the origin, condition or even presence of sperm in the cryopreserved Specimens transferred from a Prior Facility regardless of whether the PC performs a post thaw analysis on one of the transferred Specimen vials. Client also understands and agrees that the PC is not responsible for any damage to the Specimen which may occur from the Prior Facility's processing, storage, handling or transfer of the Specimens.

Client Initial and Date: Not Applicable

1.4 Positive Hepatitis Blood Test Results

If Client's blood tests positive for antibodies to hepatitis B virus (HBV) or hepatitis C virus (HCV), Client acknowledges that there is a risk of transmission of such viruses to the Recipient and any offspring. Client may nonetheless choose to deposit Specimens for storage hereunder, provided that Client, and Recipient (if applicable) shall execute the consent form attached hereto as Exhibit C and shall pay an additional fee at the PC's current rates for segregated storage of the Specimens ("Segregated Storage Fee"). Upon execution of this Agreement, the Segregated Storage Fee shall be as set forth on Schedule A. Prior to release of the Specimens, both Client and Recipient shall be required to sign the "Acknowledgment of Risk" attached hereto as Exhibit D.

Client Initial and Date _____

2. SPECIMEN STORAGE

Upon approval of the Specimens for storage after post-thaw evaluation, if applicable, PC may collect additional Specimens, which will also be stored at the PC's facility in accordance with its customary practices and in accordance with all applicable provisions of the laws of the State of New York. The PC may, from time to time and in its sole discretion, perform additional periodical testing on stored Specimens which would reduce the amount of Specimen stored. PC will again perform a post-thaw evaluation of the Specimens and will determine in its sole and absolute discretion whether the Specimens are suitable for storage or whether as a result of such analysis or any other testing or physician evaluation the Specimens are unsuitable for freezing or storage. In the event of a negative determination by PC, the PC will give the Client thirty (30) days written notice, which will have the effect of mutually terminating this Agreement at the end of the notice period. At that time the PC shall destroy the Specimens.

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3. STORAGE FEES

Client agrees to pay PC compensation for its storage of Specimens (“Storage Fee”) in an amount equal to the PC’s then current rate per Storage Period (as defined below), payable in advance, in addition to the Evaluation Fee and any Transfer Fee or Segregated Storage Fee required pursuant to Section 1 hereof (the Storage, Evaluation, Transfer, and Segregated Storage Fees shall be referred to collectively as “the Fees.”). This Storage Fee is for a maximum of 10 (ten) vials. Additional stored vials are charged on a per vial basis and included in an increased Storage Fee. All Storage Fees are non-refundable. Fees for subsequent storage periods are due thirty (30) days in advance of the expiration of the then current Storage Period. All Fees for services rendered by the PC under this Agreement shall be set by the PC and may be adjusted from time to time by the PC. Client acknowledges that he has been informed of the current Fees associated with Specimen evaluation, transfer, segregation, processing, storage and release as set forth on Schedule A. Such Schedule and all Fees shall be adjusted by Client from time to time and the PC’s current Fees, at any time, shall be available on the PC’s website at www.NYCRYO.com. The PC may increase the Storage Fee and all other Fees for subsequent Storage Periods to an amount equal to PC’s then current Fees for other Clients, upon written notice to Client prior to the expiration of the current Storage Period. Client agrees that applicable clinical laboratory charges for blood analysis or other tests are separate and will be billed by and paid directly to the reference laboratory and PC will bear no cost or expense in relation to such charges and the costs of such testing. Client acknowledges that he had been advised that the PC requires blood testing for certain transmissible diseases and that charges for these tests are separate from the PC’s Fees described in this Agreement. Client hereby agrees to pay special Segregated Storage Fees if Client tests positive for any infectious disease or if complete testing is not received within fifteen (15) days following the receipt of the first stored Specimen. A positive test will result in the Client being notified and charged applicable Segregated Storage Fees until such time as the Specimens resulting in the positive test are destroyed or the relevant testing is completed without a positive result.

Client’s Initials and Date

4. RELEASE OF SEMEN

PC shall release the Specimens only to Client or to others as specified in the Authorization to Release Specimens, in the form attached hereto as Exhibit A (“Authorization”), or as provided in Section 9. PC shall release the Specimens to such authorized person, upon thirty (30) days prior written notice and receipt by PC of the Authorization, duly executed by Client. Client shall pay a retrieval fee at the then current rates for retrieval, for each retrieval of frozen Specimens, in addition to any costs involved in shipping of Specimens, which will be determined by the then current shipping costs. In addition, Client may be required to provide a security deposit as well as a daily usage fee for the specialized transport container as described in Exhibit A. Client understands that his medical records will be sent to the physician performing an insemination/fertilization and/or to the recipient of his semen for their evaluation and use. Accordingly, the Client hereby authorizes the PC to release his medical and semen analysis records to such physician and the recipient he has identified to use the Specimens. The conditions and procedures for release shall be those reasonably established by the PC with which Client hereby agrees to comply. The Client understands and agrees that the procedures

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established by the PC may be modified at the sole discretion of the PC to reflect changes in industry practice, laws, or regulations. **Client acknowledges that as the Specimens stored at the PC are intended for the insemination of, or the use of other assisted reproductive technology for a sexually intimate partner, pursuant to Section 52-8.5 of Title 10 of the New York Code of Rules and Regulations, PC is not required to perform the laboratory tests for certain sexually transmitted or genetic/hereditary diseases otherwise required at gamete donor storage banks prior to release of Specimens for insemination. The Client also acknowledges that any and all financial obligations owed to the PC need to be satisfied prior to release of specimens by the PC and that the PC is not obligated to release Specimens until this satisfaction occurs.**

Client Initial and Date

5. TERM AND TERMINATION

This Agreement shall commence on the date hereof and shall continue for a period of **Twelve (12) months** (“Storage Period”), subject to earlier termination as hereinafter provided. Thereafter, this Agreement shall be automatically renewed for successive Storage Periods and Client shall be responsible for making payment of the Storage Fee for the subsequent Storage Period on or prior to the final day of the prior Storage Period, unless, at least thirty (30) days prior to the commencement of the next Storage Period, either Party provides written notice to the other of its intent not to renew this Agreement or to change the term of subsequent Storage Periods. Any Client notice of non-renewal to the PC must be notarized. The PC shall provide written notice of the renewal requirement to Client at the address on record at least forty (45) days prior to end of the then current Storage Period. The Specimens shall be destroyed thirty (30) days after termination of this Agreement unless a new Storage Fee has been timely paid.

This Agreement shall terminate upon the happening of any one of the following events (“Terminating Event”): (a) Release of all Specimens in accordance with the terms of Section 4 hereof; (b) Written direction of Client to PC authorizing destruction of all Specimens; (c) Failure of Client (or Recipient, pursuant to Section 9) to pay the Storage Fee when due; or (d) Delivery by either Party to the other Party of a thirty (30) days written notice of termination of this Agreement.

Upon the occurrence of any Terminating Event, all obligations of PC for storage of Client’s Specimens, except with respect to obligations contained in Section 10, shall cease and Client shall make arrangements for release, use or other disposition of the Specimens within five (5) days.

Notwithstanding any provision to the contrary in this Agreement, including, without limitation, this Section 5, if Client or Recipient fails to pay a Storage Fee due hereunder and such fee has not been paid for thirty (30) days from the date a certified, return receipt requested notification was sent to the Client or Recipient, the PC may destroy such abandoned Specimen(s) without any further notice to Client or Recipient. It is the Client or Recipient’s responsibility to notify the PC of any address change. Upon such destruction, this Agreement shall be deemed terminated; provided, however, that Client or

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Recipient shall remain responsible for all fees and expenses that were not paid prior to such termination.

Client Initial and Date

6. LIQUIDATED DAMAGES

It is acknowledged and agreed that there are substantial risks of loss, damage or destruction of the Specimens delivered by the Client to PC or transferred to PC by Client and that in the event of such loss, damage or destruction it would be impractical or extremely difficult to determine the nature and extent of the damage which the Client may claim to sustain as a result of any alleged breach of contract, negligence, or any other cause attributable to PC. Accordingly, the parties agree that in the event of any such loss, damage or destruction of the Specimens, for any reason whatsoever, after delivery or transfer thereof to the PC, a reasonable liquidated damage for PC to pay in response to any such claim of liability by the Client is a sum equal to the Storage Fee payable by the Client to PC for the storage of Specimens for the period in which such loss, damage or destruction occurred, and Client's recovery is therefore limited to a damage award in said amount.

7. RELEASE; INDEMNIFICATION

7.1 Release. Client has been advised and understands that there are inherent risks in this process of freezing and thawing semen, including but not limited to, destruction of or damage to the sperm, reduced capacity for fertilization and reduced life span of the sperm after thawing. Due to the nature of the chemicals and equipment required for semen storage, there is a risk of destruction of the Specimens as a result of equipment malfunction or damage to the Specimen vials. Further, Specimens may be damaged or destroyed due to factors beyond the control of the PC, such as theft, vandalism, natural disasters, acts of God or acts of war or terrorism or factors resulting from the transfer of the Specimens from a Prior Facility or shipment of the Specimen by Client. Further, Client is aware of the risks inherent in shipping, handling and transferring Specimens from a Prior Facility, including but not limited to, loss during shipment or liquid nitrogen tank failure, and that PC can take no responsibility for the collection and processing of Specimens by a Prior Facility. PC shall further have no responsibilities for the collection of Specimens performed by Client outside of the PC's facilities and the inherent risk associates with the shipping and handling of such Specimen. In consideration of the foregoing and except for the liquidated damages set forth in Section 6 hereof, Client for himself and for his heirs, spouse, executors, administrators, agents, representatives, successors and assigns, hereby releases and forever discharges PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waives all, actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating to, directly or indirectly, the collection, freezing, storage, release, loss, damage or destruction of the Specimens. It is the intention of the Parties hereto that the foregoing general release shall be effective as a full and final accord and satisfaction of and as a bar to all actions, causes of actions, obligation, costs, expenses, attorneys' fees, damages, losses,

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claims, liabilities, defenses, offsets or demands referred to hereinabove and shall survive termination of this Agreement for any reason whatsoever.

This general release shall extend to and cover any claim based on any alleged act or omission of the PC and the other releasees described above, whether known or suspected at the time of the execution of this release, or which becomes known to or suspected by the Client at any time in the future.

Client Initial and Date

7.2 Indemnification of Third Party Actions or Claims. Client agrees to indemnify, defend and hold harmless PC, its shareholders, directors, officers, employees, agents and representatives from and against any loss or damage, including, without limitation, expenses, attorneys' fees, claims, liabilities, defenses, offsets or demands, whatsoever, sustained by PC as a result of or relating to the collection, freezing, storage, release, processing, loss, damage, destruction, use, or other disposition of the Specimens. If a claim by a third party is made against PC for which PC is entitled to indemnification hereunder, PC shall promptly notify Client in writing of such claim. Client shall have twenty (20) days after receipt of the above-mentioned notice to undertake to conduct and control, through counsel of its own choosing (subject to the approval of PC, such approval not to be unreasonably withheld) and at its sole risk and expense, the settlement or defense of such claim, and PC shall cooperate fully with Client in conjunction therewith; provided: (i) PC shall be entitled to participate in such settlement or defense through counsel chosen by PC; provided, that fees and expenses of such counsel shall be borne by PC; and (ii) Client shall have notified PC in writing, within the aforementioned twenty (20) day period, of its election to undertake such defense or settlement and confirmed in writing its obligation to indemnify PC for the liability asserted in such claim. Client shall obtain the written consent of PC, which shall not be unreasonably withheld, prior to ceasing to defend, settling or otherwise disposing of such claim if, as a result thereof, PC would become subject to injunctive or other equitable relief or the business of PC would be materially adversely affected in any manner. So long as Client is reasonably contesting any such claim in good faith, PC shall fully cooperate with Client in the defense of such claim as reasonably required by Client. PC shall not pay or settle any such claim without the consent of Client, which consent shall not be unreasonably withheld. If Client does not give PC the timely written notice of the undertaking referred to in clause (ii) above, PC shall thereafter have the right to contest, settle, or compromise the claim at its exclusive discretion, at the risk and expense of Client.

8. NOTICES

Any notice required or permitted to be provided to a Party hereunder shall be in writing and shall be effective as of the date personally delivered or sent by electronic facsimile or three (3) days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the Party at the address set forth beneath such Party's signature hereto or at such other address as a Party may hereafter request in writing be used for that purpose. Client acknowledges that it is Client's obligation to provide a correct mailing address for Client at all times during the term hereof.

9. DEATH OF CLIENT

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10. RECORDS

PC shall maintain complete and accurate records of Specimens released for artificial insemination in a manner and for such time periods in accordance with applicable law and such records shall be open to inspection by the New York State Department of Health.

11. MISCELLANEOUS PROVISIONS

11.1 Entire Agreement. This Agreement represents the entire agreement between the Parties concerning the subject matter hereof and there are no understandings, agreements, or representations other than as herein set forth. This Agreement shall be binding upon the Parties and their respective heirs, spouses, executors, administrators, agents, representatives, successors and assigns, shareholders, directors, officers and employees.

11.2 Governing Law/Venue. This Agreement shall be construed in accordance with the laws of the State of New York. Any litigation arising out of this agreement must be adjudicated in the Supreme Court of the State of New York, located in Nassau County or other applicable Court located in Nassau County.

11.3 Severability. If any provision of the Agreement is determined to be unenforceable, the remaining provisions hereof shall nevertheless be fully enforceable in accordance with their terms.

11.4 Assignment. No assignment by Client of this Agreement or the rights and obligations hereunder shall be valid. This Agreement may be assigned by PC to any successor entity of PC or purchaser of PC's assets, upon prior written notice of assignment to Client.

11.5 Other Documents. The Parties agree to execute and deliver such other documents and perform such further acts as shall be reasonably necessary to carry out and effectuate the purposes of this Agreement.

11.6 Waiver. The waiver by any Party of any default, misrepresentation or breach of any provision of this Agreement shall not be deemed to extend to any prior or subsequent default, misrepresentation or breach of such provision or any other provision of this Agreement.

11.7 Attorney's Fees. In the event the PC commences litigation at law or in equity to enforce the terms of this Agreement, it shall be entitled to all expenses incurred, including but not limited to, reasonable attorneys' fees and court costs. This provision shall survive termination of this Agreement.

11.8 Cease Operations. In the event PC terminates the operation of its storage facility, it may, thirty (30) days after providing written notice to the Client (or to the surviving spouse or properly-identified intimate partner, if applicable) at his or her last known address, assign and transfer its obligations and the Specimens held on behalf of the Client to a similar storage facility.

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12. PHYSICIAN CERTIFICATION

I hereby certify that I have explained the nature, purpose, benefits, risks of and alternatives to the Specimen storage program, have offered to answer any questions and have fully answered all such questions. I believe that Client fully understands what I have explained and answered. I have also provided the Client with a copy of this agreement.

Physician Initial _____

13. INFORMED CONSENT

Client hereby acknowledges that Dr. Bruce Gilbert, or his designee, has explained the procedures for collection, storage and retrieval of the Specimens and the risks and benefits inherent in such procedures, as well as the payment terms thereof and Client hereby (i) agrees to participate in the PC's Specimen storage program, (ii) consents to the performance by the PC, its employees, agents and independent contractors, of any and all procedures required for the program, (iii) agrees to use the cryopreserved Specimens only for use with a sexually intimate partner and (iv) agrees to provide the PC with a current address for delivery of any and all correspondence within thirty (30) days of any address change. Client understands that, due to Client's health status, drugs taken, medications used and/or sperm quality at the time of, or prior to, Specimen collection, no guarantees can be made as to the quality and/or genetic integrity of the post thaw specimen, ability of the cryopreserved Specimen to be used in any procedure, or even presence of sperm in the post thaw Specimens. The Client also acknowledges that medicine is not an exact science and that there are always risks and dangers to life and health associated generally with use of solutions involved in cryopreservation and that there is no guarantee that the post thaw Specimens will be suitable for insemination or other assisted reproductive technology. The Client also understands that although the solutions used by the PC for sperm cryopreservation and processing are commonly used for such purposes in gamete storage facilities, such solutions may not be approved by the Federal Drug Administration for this purpose. Client acknowledges that he has read and understands this Agreement and has been given an opportunity to ask Dr. Gilbert questions about the Specimen storage program, and that all questions have been answered fully and satisfactorily.

Client Initial and Date

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

BRUCE R. GILBERT, M.D., PH.D. FOR BRUCE R. GILBERT, M.D., PH.D., P.C.

By: _____ Date: _____

Address: **900 Northern Blvd, Suite 230, Great Neck, New York 11021**

Client Signature: _____ Date: _____

Name (Print): _____

Address: _____

Telephone No: _____

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EXHIBIT A
AUTHORIZATION FOR RELEASE OF SPECIMENS

Note: If Client's blood has tested positive for antibodies to hepatitis B or hepatitis C virus, the concurrent execution of the "ACKNOWLEDGMENT OF RISK" attached as Exhibit D to the Storage Agreement is required prior to release of specimens.

I hereby authorize Bruce R. Gilbert, M.D., Ph.D., P.C. (the "PC") to release the semen specimens deposited by me for freezing and storage at the PC (the "Specimens") as follows:

Please Initial: () Release Specimens to me _____.
(Client's Name)

Please Initial: () Release Specimens to _____ my sexually intimate partner (the "Recipient") for artificial insemination.

Please Initial: () Release Specimens to _____ (the physician chosen to perform or supervise insemination of my sexually intimate partner).

Please Initial: () Other (Please specify: _____)

Freezing Date(s) _____ Number of vials to be released _____

Vials to be released _____

I hereby acknowledge that Specimens shall only be released for insemination as follows: (i) Thawed and processed for insemination within one (1) hour of release; or (ii) Transported in liquid nitrogen or vapor, until thawed and processed for insemination. If Specimens are released as described in (ii), the party authorized to receive Specimens shall pay to PC a deposit in the amount of \$900 as security for the specialized transport container and \$50.00 per day for use of this specialized transport container. The deposit of \$900 shall be fully refundable upon return of such container in the condition in which it was provided for transport.

I hereby represent to the PC that my sole reason for requesting a release of the Specimen is for use in insemination of my sexually intimate partner (the "Recipient").

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In recognition of the risks to the Specimens after release by the PC, I hereby release PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waive, all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating to, directly or indirectly, the loss, damage or destruction of the Specimens during transport or thereafter. I understand that any and all financial obligations (including costs of shipping) need to be satisfied prior to release of specimens by the PC.

Client Signature

Client Printed Name

Recipient Signature

Recipient Printed Name

Date Sworn to before me this _____
day of _____,
NOTARY PUBLIC

Acknowledged:
BRUCE R. GILBERT, M.D., PH.D., P.C.

By: _____

Patient #: _____

EXHIBIT B
ACKNOWLEDGMENT OF SPECIMEN RELEASE

Specimen Identification:

Patient Name: _____ Patient Number: _____
Patient social security number: _____
Date(s) of Freezing _____ Number of vials released _____
Vials to be released _____
Semen released to _____

Authorized Individual (as delineated in EXHIBIT A)

on _____ at _____
Date Time

I hereby acknowledge that I am authorized to receive the specimens described above and have confirmed the labeling on the vials as being identical to the Specimen Identification written above. I also acknowledge that the specimen must be further evaluated, processed and inseminated by a licensed physician.

The Specimens were released as follows:

Please Initial: (): Thawed and processed for insemination within one (1) hour of release

Please Initial: (): Transported in liquid nitrogen or vapor, until thawed and processed for insemination and that a deposit in the amount of \$900 as security for the specialized transport container as well as a \$50 per day charge for use of the transport container (deposit shall be fully refundable upon return of such container in the condition in which it was provided for transport).

Transport Tank Internal Temperature _____ °C.

In recognition of the risks to the Specimens after release by the PC, I hereby release PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waive, all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating to, directly or indirectly, the loss, damage or destruction of the Specimens during transport or thereafter.

Authorized Individual
Printed Name

Authorized Individual
Printed Name

Acknowledged:
BRUCE R. GILBERT, M.D., PH.D., P.C
By: _____

Witness

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EXHIBIT C
INFORMED CONSENT FOR STORAGE OF SPECIMENS WHICH POSE RISK OF
TRANSMISSION OF HEPATITIS B OR HEPATITIS C VIRUS

Client Name: _____

Recipient Name (if applicable): _____

1. **ACKNOWLEDGMENT OF RISK.** I/We hereby acknowledge that my/Client's blood has tested positive for antibodies to hepatitis B virus (HBV) or hepatitis C virus (HCV). I/We also acknowledge that an expert in infectious diseases has explained to me/us the risks of transmission of HBV or HCV, as the case may be, to the recipient ("Recipient") of my/Client's semen specimens ("Specimens") deposited by me/Client for freezing and storage at Bruce R. Gilbert, M.D., Ph.D., P.C. (the "PC") and to any offspring. I/We agree to provide the PC with written confirmation of such counseling in a form satisfactory to the PC upon request.
2. **REQUEST FOR SERVICES.** I/We hereby request and authorize the PC to store my/Client's Specimens for the insemination of, or the use of other assisted reproductive technology for, Recipient.
3. **ACKNOWLEDGMENT OF CONDITION TO RELEASE OF SPECIMENS.** I/We acknowledge and agree that, as a condition to the release of Specimens, I/we will be required to execute the "**ACKNOWLEDGMENT OF RISK**" attached to the Storage Agreement as Exhibit D in addition to the "**AUTHORIZATION FOR RELEASE OF SPECIMENS**" attached to the Storage Agreement as Exhibit A.
4. **NO GUARANTEES.** I/We acknowledge that no guarantees or assurances have been made to me/either of us concerning the risk or likelihood of transmission of HBV, HCV or any other infectious disease to Recipient or offspring through the use of Specimens for the insemination of, or the use of other assisted reproductive technology for, the Recipient.
5. **RELEASE; INDEMNIFICATION.** I/We have been advised and understand that there is a risk of transmission of HBV or HCV to the Recipient and/or any offspring if my/Client's Specimens are used for insemination of, or the use of other assisted reproductive technology for, the Recipient. Nonetheless, I/we request and authorize the PC to store my/Client's Specimens for future use for this purpose. In consideration of the foregoing, I/each of us, for myself/ourselves and for my/each of our heirs, spouses, executors, administrators, agents, representatives, successors and assigns, hereby release and forever discharge PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waive all, actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating to, directly or indirectly, the transmission to any person, including

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without limitation, the Recipient and any offspring, of HBV, HCV or any other infectious disease arising from the use of my/Client's Specimens. It is our intention that the foregoing general release shall be effective as a full and final accord and satisfaction of and as a bar to all actions, causes of actions, obligation, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defenses, offsets or demands referred to hereinabove and shall survive termination of the Storage Agreement for any reason whatsoever.

This general release shall extend to and cover any claim based on any alleged act or omission of the PC and the other releasees described above, whether known or suspected at the time of the execution of this release, or which becomes known to or suspected by either of us at any time in the future.

6. INDEMNIFICATION OF THIRD PARTY ACTIONS OR CLAIMS. I/We agree to indemnify, defend and hold harmless PC, its shareholders, directors, officers, employees, agents and representatives from and against any loss or damage, including, without limitation, expenses, attorneys' fees, claims, liabilities, defenses, offsets or demands, whatsoever, sustained by PC as a result of or relating to the collection, freezing, storage, release, processing, loss, damage, destruction, use, or other disposition of the Specimens, including the transmission of HBV, HCV or any other infectious disease to any person, including without limitation, the Recipient and any offspring.

7. UNDERSTANDING OF THIS FORM. I/We acknowledge that I/we have read this document in its entirety and that we fully understand it and that all blank spaces have been either completed or crossed off prior to my signing. I/We acknowledge that I/we have been given an opportunity to ask Dr. Gilbert questions about storing specimens which carry the risk of transmission of HBV or HCV and that all my/our questions have been answered fully and satisfactorily.

Client Signature: _____ Date: _____

Client Name (Print): _____

Recipient Signature: _____ Date: _____

(If applicable)

Recipient Name (Print): _____

Sworn to before me this _____ day of _____, 2_____

Notary Public

Patient #: _____

EXHIBIT D

**ACKNOWLEDGMENT OF RISK PRIOR TO RELEASE OF SPECIMENS WHICH
POSE RISK OF TRANSMISSION OF HEPATITIS B OR HEPATITIS C VIRUS**

1. **ACKNOWLEDGMENT OF RISK.** I/We hereby acknowledge that my/Client's blood has tested positive for antibodies to hepatitis B virus (HBV) or hepatitis C virus (HCV). I/We also acknowledge that an expert in infectious diseases has explained to me/us the risks of transmission of HBV or HCV, as the case may be, to the recipient ("Recipient") of my/Client's semen specimens ("Specimens") deposited by me/Client for freezing and storage at Bruce R. Gilbert, M.D., Ph.D., P.C. (the "PC") and to any offspring. I/We agree to provide the PC with written confirmation of such counseling in a form satisfactory to the PC upon request.
2. **REQUEST FOR SERVICES.** I/We hereby request and authorize the PC to release my/Client's Specimens pursuant to the instructions set forth in the "**AUTHORIZATION FOR RELEASE OF SPECIMENS**" executed as of the date hereof.
3. **NO GUARANTEES.** I/We acknowledge that no guarantees or assurances have been made to me/either of us concerning the risk or likelihood of transmission of HBV, HCV or any other infectious disease to Recipient or offspring through the use of Specimens for the insemination of, or the use of other assisted reproductive technology for, the Recipient.
4. **RELEASE; INDEMNIFICATION.** I/We have been advised and understand that there is a risk of transmission of HBV or HCV to the Recipient and/or any offspring if my/Client's Specimens are used for insemination of, or the use of other assisted reproductive technology for, the Recipient. Nonetheless, I/we request and authorize the PC to release my/Client's Specimens for this purpose. In consideration of the foregoing, I/each of us, for myself/ourselves and for my/each of our heirs, spouses, executors, administrators, agents, representatives, successors and assigns, hereby release and forever discharge PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waive all, actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating to, directly or indirectly, the transmission to any person, including without limitation, the Recipient and any offspring, of HBV, HCV or any other infectious disease arising from the use of my/Client's Specimens. It is our intention that the foregoing general release shall be effective as a full and final accord and satisfaction of and as a bar to all actions, causes of actions, obligation, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defenses, offsets or demands referred to hereinabove and shall survive termination of the Storage Agreement for any reason whatsoever.

This general release shall extend to and cover any claim based on any alleged act or omission of the PC and the other releasees described above, whether known or

Patient #: _____

suspected at the time of the execution of this release, or which becomes known to or suspected by either of us at any time in the future.

5. INDEMNIFICATION OF THIRD PARTY ACTIONS OR CLAIMS. I/We agree to indemnify, defend and hold harmless PC, its shareholders, directors, officers, employees, agents and representatives from and against any loss or damage, including, without limitation, expenses, attorneys' fees, claims, liabilities, defenses, offsets or demands, whatsoever, sustained by PC as a result of or relating to the collection, freezing, storage, release, processing, loss, damage, destruction, use, or other disposition of the Specimens, including the transmission of HBV, HCV or any other infectious disease to any person, including without limitation, the Recipient and any offspring.

6. UNDERSTANDING OF THIS FORM. I/We acknowledge that I/we have read this document in its entirety and that we fully understand it and that all blank spaces have been either completed or crossed off prior to my signing. I/We acknowledge that I/we have been given an opportunity to ask Dr. Gilbert questions about storing specimens which carry the risk of transmission of HBV or HCV and that all my/our questions have been answered fully and satisfactorily.

Client Signature: _____ Date: _____

Client Name (Print): _____

Recipient Signature: _____ Date: _____
(If applicable)

Recipient Name (Print): _____

Sworn to before me this _____ day of _____, 2 _____

Notary Public