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Fairfax Cryobank
 3015 Williams Drive, Suite 110 Fairfax, VA 22031
 Phone: 800-338-8407 Fax: 703-698-3933
www.fairfaxcryobank.com info@fairfaxcryobank.com

Welcome to Fairfax Cryobank:

We, the staff at Fairfax Cryobank, are pleased that you have selected our services to assist you on your pathway to create your family. We are here to help you with your family-building plans. Our objective is to provide premier donor sperm services, and sperm, embryo and oocyte (egg) storage including transportation of cryopreserved reproductive material. We strive to provide safe, secure services using the latest cryopreservation technology, testing and screening that serves to protect your health and complies with state and federal requirements.

To help make sure your experience with Fairfax Cryobank is as satisfactory as possible, this document explains what to expect from Fairfax Cryobank’s donor programs and storage services. It also explains what Fairfax Cryobank needs from you. More detailed description and terms for each program and service are described in our literature and website and in the agreements, storage agreements, billing agreements and authorizations that you will be asked to sign during your involvement with us.

Fairfax Cryobank must receive a signed copy of this ‘Terms of Use’ form at least one business day prior to the first shipment of any Specimens.

Fairfax Cryobank’s Donor and Storage Programs

Our donor programs consist of several distinct programs: anonymous sperm donors, Identity (ID) Option donors, and directed sperm donors. We provide anonymously donated semen that is tested and screened for certain genetic and infectious diseases.

Donor sperm purchased by an individual/couple is to be used solely by that individual/couple and is not to be resold or redistributed to another recipient without Fairfax Cryobank’s involvement in transfer of ownership. Distribution or sharing of the donor sperm beyond the originally intended recipient interferes with the proper tracking of pregnancies and dissemination of relevant medical history as needed. We provide information about the donor to assist you in the selection of the donor best for you. Such information and images are offered for your personal use, and not for public dissemination. Fairfax Cryobank’s ID Option program allow for the ID Option donor’s name and contact information to be shared with registered offspring 18 or older who request the information. The Identity (ID) Option Donor Program will require receipt of a signed Identity (ID) Option Patient Agreement at least one business day prior to the first shipment. This agreement is donor specific and will need to be submitted for each ID Option donor you select. Offspring are registered by completing an ID Option Birth Registration Form following the birth of your child or children.

We will also assist in screening, testing and storing semen from a directed donor (a man who is known to you who is not a sexually intimate partner). We are pleased to assist individuals, married couples and unmarried couples interested in our donor programs.

In the general population, every pregnancy has about a 3%-4% risk of producing a child with a birth defect or mental deficiency. Fairfax Cryobank reviews each donor’s personal and family medical history, has a physician examine each donor, and performs genetic and infectious disease screening to reduce this risk, *but it cannot eliminate the risk*. Fairfax Cryobank performs the diagnostic tests listed in the Using a Sperm Donor/Donor Screening Section of our website (www.fairfaxcryobank.com). Although it is not possible to completely eliminate the risk of infectious diseases or genetic disorders, the tests performed by Fairfax Cryobank reduce the likelihood of a donor passing on an infectious disease or a genetic disorder. Please be aware that we do not test for *all* genetic disorders or infectious diseases because not all genetic disorders/diseases have tests, or it is impractical or otherwise not feasible to do such tests. Therefore, there is no guarantee that all donor specimens are completely free of genetic defects or diseases, that a pregnancy will result, or that a child born using our donor sperm will be free of disease or physical or mental defects.

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Fairfax Cryobank also stores embryos that you have created with your partner, or with the assistance of a donor, and oocytes.

We/I understand that when placing specimens into storage at Fairfax Cryobank a storage agreement and billing agreement must be completed and returned to the Cryobank. Failure to pay storage fees or to return the aforementioned agreements within 60 days will result in abandonment of the specimens. Storage fees will continue to accrue until we receive the required paperwork to fully establish your account. A \$100 administrative fee will be charged to your account and the specimens will become the sole and exclusive property of Fairfax Cryobank. Abandoned donor specimens will be either returned to inventory or destroyed by Fairfax Cryobank. No refunds will be granted when specimens are abandoned. Until the billing agreement is received, we/I authorize Fairfax Cryobank to charge the credit card used for the original order for applicable monthly storage fees.

We maintain confidential medical information, and work diligently to keep it private. You are the legal parent of the children born to you with the use of donated sperm. You are solely responsible for their support and custody. The donor has given up all of his rights and is released from any obligations to children born using his sperm. You may wish to consult legal counsel regarding paternity rights in your state and for your specific situation.

What We Need from You

We want you to read all agreements and documents that we provide and ask questions about issues you need clarified. We will ask for signatures on the forms, and some will need to be notarized. This is to ensure that we are following your choices and directions. You may want to consult with your attorney, physician, or other advisor to review the documents before you sign them. If you have any questions about this document, please contact us at 800-338-8407, and you will be connected with the appropriate person to answer your questions.

You agree that the Specimens are for your personal use only. For anonymous donors, you recognize that you have no right to learn their identity, and that Fairfax Cryobank will not disclose identifying donor information or assist you in any way to contact an anonymous donor. For ID Option donors Fairfax Cryobank will provide donor name and contact information to those offspring 18 or older who are registered and request that information. You do not have the right to seek a donor’s identity by other means available to you, and should we discover that you have made these attempts to do so, we will pursue any and all appropriate action to protect the donor’s interests. In turn, Fairfax Cryobank will not disclose your identifying information to the donor.

Limits to Our Services

When the semen Specimens are collected, processed and stored at our facility, there is greater predictability in knowing the quality of the Specimens after thawing. When we accept Specimens that were collected and frozen by another facility and sent to Fairfax Cryobank for storage, the Specimens are only as good as the facility that prepared them and sent them to us.

Fairfax Cryobank ships Specimens via Federal Express (FedEx) in specially designed liquid nitrogen vapor tanks. Although uncommon, shipping delays may occur due to bad weather, airplane mechanical problems or other similar events outside of our control. We offer the transport of your frozen semen to and from your infertility specialist in special liquid nitrogen vapor shipping containers designed to keep the Specimens frozen for up to 7 days, from the day of shipment (day 1 is day of shipment). You are also able to request an upgrade to a two-week tank that is designed to keep the Specimens frozen for up to 14 days from the day of shipment. Physicians or laboratory personnel who receive our tanks containing specimens should check the tank upon arrival to be sure that the specimens arrive frozen. If you suspect that specimens have thawed, please call 1-800-338-8407 immediately and speak with a Client Services Representative. In addition, tanks can fail in transport resulting in thawed or otherwise spoiled specimens. In order to minimize this risk, Fairfax Cryobank offers you the option of having your samples shipped in separate tanks however; you would be responsible for the additional shipping cost of the second tank. Therefore, please take this possibility into account when requesting shipments. We recommend that you place your shipping order (M-F) at least several days prior to your insemination date. Same day shipping orders must be received by 2:00pm ET

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for FedEx. Courier orders must be placed prior to 11:00am ET, and orders for same day pick-up must be received by 12:00 noon ET. Saturday and Sunday deliveries are not available in all locations, so place orders appropriately to allow Monday-Friday delivery. Once donor sperm vials have been shipped out, Fairfax Cryobank cannot accept them back for a credit. However, you can return them and place them into a storage account (under the name of the purchaser) for future use. Applicable storage fees apply. If you return units to Fairfax Cryobank for storage, you must complete a storage agreement and billing agreement. Failure to complete the required agreements for storage within 60 days will result in abandonment of the specimens. A \$100 administrative fee will be charged to your account as well as the specimens shall become the sole and exclusive property of Fairfax Cryobank and will be destroyed. Until the billing agreement is received, we/I authorize Fairfax Cryobank to charge the credit card used for the original order for applicable monthly storage fees.

Fairfax Cryobank does not, and is not able to guarantee or in any way represent, suggest, or promise that use of our Specimens will result in a pregnancy for you. We do, however, provide information on donors whose semen samples have produced reported pregnancies on our website.

Even if donor testing shows normal test results, the tests have limitations and may not always be reliable, even when properly administered. This means that Specimens may not be infectious diseases or genetic disorder free even though the test results for such Specimens indicate otherwise; in addition, there can be infectious diseases or genetic disorders for which the specimens are not tested. Fairfax Cryobank quarantines all donor Specimens for a minimum of 180 days and then retests for a variety of infectious diseases prior to releasing the Specimens. Fairfax Cryobank utilizes CLIA (Clinical Laboratory Improvement Amendments of 1988) certified and FDA registered testing laboratories and appropriate FDA-licensed, approved, or cleared donor screening tests for donor eligibility determination. We encourage you to refer to our website for more information on our donor screening and testing.)

Fairfax Cryobank relies totally upon the representations of the donor that (1) Specimens produced by the donor are the donor's own (all donor donations are made on site at our laboratories); and (2) donor has the genetic and hereditary characteristics and health profile claimed in the donor profile completed by the donor. Fairfax Cryobank has protocols in place to assure the identity of each donor (e.g. verification of photo IDs) who provides Specimens, as well as a tracking mechanism to track the Specimen during the processing stages. However, Fairfax Cryobank makes no independent investigation of a donor's representations, nor is it obligated to do so. Due to the anonymity and confidentiality issues involved with semen donation, we must respect the privacy of our donors and rely on our screening methods to detect inconsistencies. Fairfax Cryobank uses a stringent screening process whereby a donor must complete a detailed medical and genetic family history, personal profile, and have an in-depth personal interview. Each step is monitored for inconsistencies, and we take care to ensure accurate information is provided. We come to know our donors well and we respect their commitment to our program.

Donor Availability

All donors will sell out, and the timing is unpredictable. We sell sperm units on a first come, first served basis. Our donor search (www.fairfaxcryobank.com) on our website lists donors who are expected to have availability either now or in the future. If there is currently no availability but units are expected to release soon, you can place your name on a limited Waitlist (see our Waitlist FAQ's on our website) by contacting Client Services. Once a donor sells out, his donor number will no longer appear on the complete list of all donors; yet entering his number in the Donor Number Search field will allow him to appear (so that you can purchase donor information, e.g. medical and personal profiles) even if he is sold out. He will be listed as 'Inactive' with 'No Availability' when you click on his number, so be sure to check availability before you order. We DO NOT give preference for full siblings when units are sold or waitlist names taken. We have had clients who wish they had bought extra units of their donor to ensure his availability for having full siblings later, but were disappointed to learn that their donor is sold out when they are ready to order again. Consider buying and storing when units are available to avoid this situation.

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Specimen Quality Standard

| Specimen Type | Total Motile Cells/ milliliter (TMC) | Clinical Use |
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| IUI | 10 million/vial | Pre-washed vials, ready for intrauterine insemination (IUI) |
| ICI | 10 million/vial | Ready for intracervical insemination (ICI) or can be washed for IUI specimen |
| IVF | 5 million/vial | Ready for ICI or can be washed for use as an IUI or IVF with/without ICSI |

Our specimen quality standard provides assurances that our specimen quality meets specific standards for total motile sperm cells at the time the samples are thawed at the physician’s office. Refer to our website for full details of the Specimen Quality Standard. The physician/clinic must follow Fairfax Cryobank’s printed thaw procedures enclosed in each shipment. Thaw procedures may vary among specimen types. In certain situations, if a specimen does not meet the expected total motile cell count at the time of the thaw (but *prior* to any processing done at the physician’s office), we offer a full or partial credit or refund for the cost of that specimen. This would not include shipping costs or any other associated costs. A client is not eligible for a refund if pregnancy is achieved, regardless of the count, or if the correct thaw procedure included with the specimen at the time of shipment was not followed at the physician’s office. The quality standard only applies to cell counts *prior* to any additional processing that your physician’s office may wish to do. A pre-processing count must be taken to determine if the specimen meets the Specimen Quality Standard.

Sperm counts will vary 10-30% depending on the lab personnel and counting method; this is taken into consideration when processing a complaint. If you feel the quality standard has not been met and a refund is desired, the physician/clinic must report specific specimen data and submit a complaint within ten (10) business days of thawing. Notification is to be made by calling 1-800-338-8407 to file a complaint over the phone with our Client Services department.

One of the conditions of the quality standard is that it is void after the specimens are offsite for more than 120 days. We do not have control over the storage and handling practices of outside laboratories or at other storage facilities. Please keep this in mind when shipping and storing specimens offsite at your doctor’s office. Fairfax Cryobank offers several onsite storage options including a 50% buy-back for unused specimens that remain at Fairfax Cryobank. Please refer to our website for details of this and other offers.

This specimen quality standard is void if ownership of specimens is transferred to a different owner prior to use.

Pregnancy Reporting/Limitations on Donor Births

Fairfax Cryobank finds pregnancy reporting and tracking imperative. You agree to report all pregnancy outcomes (clinical or a birth) to Fairfax Cryobank within 90 days of each occurrence. A pregnancy report is sent with every donor semen order, so your physician has the ability to report your pregnancy and we also have pregnancy reporting available on our website so you are able to report your pregnancy outcome. The ability to track pregnancies is imperative so Fairfax Cryobank can monitor the number of pregnancies and abide by our donor pregnancy limitations.

Fairfax Cryobank limits the total number of births for any donor based on the application of several criteria. Specifically, a donor’s sales will cease when *either* of the following criteria is reached: 1) When 25 family units have been reported in the US. International distribution stops when 15 family units (children from the same donor living in one home) have been reported. After the family unit limits have been met, vials will only be distributed for sibling pregnancies. *OR* 2) Total number of units sold reaches our designated limit (actual numbers are not disclosed). Family units who have children by the same donor will be sold additional donor units, if available, as ‘Sibling Pregnancy Only’ units. In addition, we also monitor

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the reported location of births and limit the geographic distribution of a donor consistent with the guideline of the American Society for Reproductive Medicine (ASRM). In order to help us monitor the number of births associated with any donor, it is important that everyone be diligent in reporting births to us. We ask the physician or patient to please go to the pregnancy reporting page on our website or call/fax us the patient’s information. Patient identifying information received from a pregnancy report is strictly confidential and not available to anyone outside of Fairfax Cryobank. If a donor has reached his maximum limits on family units or total sales, then reactivation of that donor may be available for sibling pregnancies. (Reactivation means that a donor can be asked to provide additional samples after he has left the program. The donor must first agree to be reactivated and if he does the client agrees to pay all costs which typically exceed several thousand dollars.)

Checking Donor Medical Status before Fertility Treatments

Donor Medical Status is a donor classification that indicates if your donor has been restricted due to a significant medical issue in an offspring. Not all medical issues reported result in a restriction. Those determined to increase the risk to other offspring do result in the donor being restricted. When a donor becomes restricted or is placed in investigation, he will no longer be viewed on the donor search by the general public. To the best of our knowledge, all donors start the program without known significant medical or hereditary issues in themselves or their offspring. But a donor’s medical status can change with time. He may now be restricted for medical issues or be under investigation, in which case we want you to be fully informed. Please refer to our website to learn more about how we inform clients about these medical issues on the Check Donor Medical Status page. **If you purchased units and they are stored offsite, we encourage everyone with a Fairfax Cryobank donor semen sample or an embryo created from that semen to check donor medical status online or by calling Client Services at 1-800-338-8407 prior to use in a fertility procedure.**

LIMITATION OF FAIRFAX CRYOBANK’S LIABILITY

FAIRFAX CRYOBANK’S LIABILITY FOR ANY DEFICIENCY, INCLUDING WITHOUT LIMITATION ANY DEFICIENCY IN SPECIMEN QUALITY, WILL BE LIMITED TO SUPPLYING A REPLACEMENT SPECIMEN OR FULL OR PARTIAL REFUND FOR THE COST OF THE SPECIMEN ONLY, EXCLUDING SHIPPING FEES, AT FAIRFAX CRYOBANK’S DISCRETION. SHIPPING COSTS CANNOT BE REFUNDED UNLESS SPECIMENS ARRIVE THAWED. FAIRFAX CRYOBANK WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY ADDITIONAL OR ASSOCIATED EXPENSES INCURRED BY THE PATIENT DURING INFERTILITY TREATMENT.

Once again, thank you for your confidence and trust in our services. We are committed to helping you realize your hopes and are excited to make this journey with you.

Sincerely,

The Staff of Fairfax Cryobank

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SIGNATORY OR SIGNATORIES:

We/I have read this document, and understand the important considerations when using donor sperm from Fairfax Cryobank. This includes the “Limitation of Fairfax Cryobank’s Liability,” set forth on the bottom of page 5, and the discussions on limiting donor pregnancies, donor availability, and the specimen quality standard.

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| _____ | _____ |
| Date | Recipient’s Date of Birth |
| _____ | _____ |
| Recipient’s Signature | Recipient’s Email Address |
| _____ | _____ |
| Recipient’s Printed Name | Recipient’s Home Address |
| _____ | _____ |
| Spouse’s or Partner’s Signature (if applicable) | Recipient’s City, State and Zip Code |
| _____ | _____ |
| Spouse’s or Partner’s Printed Name (if applicable) | Recipient’s Phone Number |
| Physician’s Name: _____ | Clinic: _____ |
| Physician’s Shipping Address: _____ | |
| Physician’s City: _____ | Physician’s State: _____ Physician’s Zip Code: _____ |
| Physician’s Phone Number: _____ | Physician’s Fax Number: _____ |
| Physician’s Contact Email Address: _____ | |

Fairfax Cryobank must receive a signed Terms of Use via fax, email, or mail at least one business day prior to placing a specimen order, or by clicking ‘We/I accept’ on the online version of this form. We only require submission of Page 6 in order for this document to be considered valid.

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