

INFORMED CONSENT TO DONATE EMBRYOS/WAIVER OF LIABILITY AND LEGAL TRANSFER OF EMBRYOS

We understand that embryos or zygotes created with our genetic material (the "Embryos") are currently in cryostorage. We also understand that the purpose of this document is to donate and legally convey and transfer ownership of the Embryos to the National Embryo Adoption Center/National Embryo Donation Center (hereinafter "NEDC") for the purpose of assisting one or more women in achieving a pregnancy. Such a pregnancy may be extremely difficult or impossible for the recipient to achieve without the use of donated embryos. Therefore, the Embryos will be placed into the reproductive tract of one or more recipients in order to attempt to establish a pregnancy.

We, _____ (female) and _____ (male) do hereby consent to the donation and full legal conveyance of our cryopreserved embryos to the NEDC for the purpose of NEDC matching such to and transferring to the uterus of the wife of another couple in an attempt to establish a pregnancy for such couple.

We agree to donate all of our cryopreserved zygotes or embryos currently in storage to the National Embryo Adoption Center/National Embryo Donation Center (NEDC). The NEDC cannot guarantee that donated embryos will survive the initial shipping. We understand that inadvertent loss or damage of the Embryos may occur at any time that they are in cryostorage and that risk when working with fragile cryopreserved embryos may be unavoidable.

Open versus Anonymous Donation

Embryo Donors hereby donate, transfer and convey any and all right, title, and interest which Embryo Donors now have or may have in the future in and to the Embryos to the NEDC for the future matching with Embryo Recipients for the purposes contained herein. Embryo Donors understand and agree that the NEDC continues to be the legal owners of such Embryos until transferred to the uterus of the recipient.

Unless we sign an Open Donation Agreement, we understand that our donation by the NEDC will be anonymous. In the case of Anonymous Donation, a recipient couple will choose the Embryos. All recipients undergo medical evaluation by a physician affiliated with the NEDC to determine that, in his or her sole discretion, the couple is appropriate for receipt of any embryos. We agree that, with the exception of Open Embryo Donation, the recipient(s) will be anonymous and that we have no right to learn of the identity of the recipient(s) and we agree not to seek the identity of same. We authorize the NEDC staff to use their best judgment in matching the Embryos to appropriate recipient(s). We understand that the Embryos will remain in cryostorage and in the possession and ownership of the NEDC until they are selected by a recipient couple. In the case of known, or 'open' donation (i.e. non-anonymous), we will approve the couple to receive the Embryos and sign an Open Donation Agreement (ODA). We will indicate in the ODA whether we choose to have future contact with the recipients or any child(ren) born as a result of our donation to the NEDC of the Embryos.

If we sign an Open Donation Agreement, we understand that our only right is to be involved in the process of matching Embryo Recipients with the embryos after review of information provided to them by the NEDC or parties affiliated with the NEDC. In the event Embryo Donors are matched to and then decline five proposed Recipient couples, the NEDC as the legal owner of such Embryos will be able to place such in "anonymous" status for donation whereby Embryo Donors would have no further input in the placement of the Embryos, or the NEDC, at its sole discretion and option, also has the option to demand that Embryo Donors accept a return transfer of legal ownership of such Embryos from the NEDC to Embryo Donors upon payment to the NEDC for all storage fees incurred by NEDC, amount subject to change, of at least \$500 yearly for the duration of time which the NEDC owned and held possession of such Embryos. Embryo Donors would also be responsible for all costs incurred by the NEDC in procuring the Embryos, including laboratory fees and shipping. Embryo Donors also agree that if they did not respond to communications from the NEDC or the NEDC could not contact them despite their best efforts over a period of 6 months, then the NEDC could elect to allow the Embryos to be adopted anonymously. In the event of the Embryos being placed anonymously, Embryo Donors would not know anything about the Recipients, nor could Embryo Donors contact them. Embryo Donors understand, as they did initially, that it is their sole responsibility to keep the NEDC informed of their contact information until such time as all of the Embryos have been thawed and

transferred to Embryo Recipients. Embryo Donors also agree that in the event of their divorce or separation, that this contract cannot be altered by only one of them. Both parties must agree on a change of disposition in order for this contract to be amended or changed.

Testing of Donors

We understand that we will be asked to have blood testing done to ensure that we have not contracted certain infections, such as hepatitis, that could potentially also be present in the Embryos. There is a small risk of complications from drawing blood, such as discomfort and infection. The Food and Drug Administration (FDA) requires that clinics attempt to test embryo donors for infectious diseases at the time that they donate embryos. However, the FDA permits embryos to be adopted even if this testing has not been performed. We understand that we have the right to refuse this testing, and such refusal will not disqualify us as embryo donors.

We decline to undergo infectious disease testing. Female: _____ Male: _____

Donor#: _____

Psychological Impact of Embryo Donation

The decision to donate embryos for adoption should not be taken lightly and some have raised concern that couples or individuals may suffer psychological repercussions as a result of donating their Embryos. The American Society of Reproductive Medicine currently recommends that couples undergo counseling prior to embryo donation. The National Embryo Donation Center does not require this, but we would be glad to assist you in finding a counselor should you so desire.

Purpose and Outcomes of Embryo Donation

We realize that the purpose of embryo donation is to help another woman achieve pregnancy, but that there is no guarantee that a pregnancy will result from the transfer of the Embryos. We realize that the Embryos may not survive the shipping or thawing procedure and/or that they may not develop after the thaw and that no transfer may occur, or that the transfer of the Embryos may not result in a successful pregnancy. We also acknowledge that inadvertent loss or damage of the Embryos may occur once in the custody and legal ownership of the NEDC or transferred therefrom.

Mixing of Embryos

Unlike most fertility clinic-based embryo donation programs, the NEDC strives to keep groups of sibling embryos together by allowing recipient couples to reserve embryos for future use once a pregnancy has been established. We have a number of recipients who have 2, 3 and even 4 children that are all from the same group of adopted embryos.

However, if only 1 or 2 embryos from a particular donor are available or survive thawing then our policy is to allow recipients to transfer embryos from different embryo donors ("embryo mixing") during the same frozen embryo transfer cycle. Recipients who conceive following an embryo transfer that included embryos from more than one donor couple are informed that genetic testing will be performed to determine which donated embryo(s) resulted in the successful pregnancy and birth.

In donating the Embryos to the NEDC you are agreeing to the possible transfer of the Embryos with embryos from another embryo donor into recipients who have selected both you and another embryo donor(s). Recipients may elect to transfer embryos from more than one donor but are not required to do so. Following delivery we need to determine which embryo(s) resulted in the successful pregnancy by performing a simple genetic test on the embryo donors whose embryos were used in that treatment cycle. This genetic test will not be entered into any national database, nor will your identity be shared with the recipients if you have donated anonymously.

CHOOSE ONE OPTION:

OPTION A: INITIAL IF YOU AGREE TO GENETIC TESTING:

We agree to undergo a simple genetic test consisting of a cheek swab to determine the identity of a child that was born following an embryo transfer that was performed using our Embryo(s) along with embryos from another embryo donor(s). We understand that if our Embryos were created using an egg or sperm donor then this genetic test can only be performed on the non-donor gamete parent

Female: _____

Male: _____

OPTION B: INITIAL IF YOU DECLINE GENETIC TESTING:

We decline to undergo a simple genetic test consisting of a cheek swab to determine the identity of a child that was born following an embryo transfer that performed using our Embryo(s) along with the embryos from another embryo donor(s).

Female: _____

Male: _____

OPTION C: INITIAL IF YOUR EMBRYOS WERE CREATED WITH BOTH AN EGG DONOR AND ASPERM DONOR

If your Embryos were created with both an egg donor and a sperm donor then you will not be contacted to provide a sample for genetic testing.

Female: _____

Male: _____

Donor#: _____

Outcomes Following Embryo Donation

We understand that we may not be informed of whether or not a pregnancy has occurred with the Embryos. If we agreed to Anonymous Donation then we can contact the NEDC to inquire whether the Embryos have been thawed and whether or not a successful pregnancy resulted from that transfer but no other details will be provided.

Compensation and Counseling

We agree that we will receive no compensation for donation of the Embryo(s). We understand that psychological counseling is recommended by some authorities prior to embryo donation, and that we will inform the NEDC if we desire such counseling and agree that such counsel would be at our expense. We further acknowledge that there may be unknown psychological risks both to us and to our offspring in connection with the procedures contemplated herein, and we agree to assume those risks.

Indemnification and Attorney Fees

Each party hereby agrees to irrevocably waive, release and relinquish any and all rights, claims or causes of action of any kind, whether known or unknown and whether now existing or occurring in the future, over and against the National Embryo Adoption Center/National Embryo Donation Center, our physician, Rejoice Fertility and its Medical Consultant, Rejoice IVF Lab, and all employees, officers, directors, contractors and agents of such parties and agrees to protect, defend, hold harmless and indemnify such parties from and against any and all expenses, claims, actions, liabilities, attorney's fees, damages, losses, penalties, fines, and interest of any kind whatsoever (including without limiting the foregoing, death of or injury to persons or embryos and damage to property) actually or allegedly resulting from or connected with the Embryos, the donation of the Embryos, the cryostorage of the Embryos or any other matters contemplated in this agreement. We acknowledge that the NEDC is not a medical facility or associated with medical treatment of any type and is rather a non-profit organization engaged in accepting donation of Embryos and facilitating matching such Embryos with third parties who must engage a medical provider for medical transfer of such. In the event it becomes necessary for the NEDC to enforce this Agreement against any party through legal action or through the hiring of counsel, or the NEDC is forced to defend itself in any way related to this Agreement from any action taken by a party, the parties shall be jointly and severally responsible for all costs and attorney fees incurred by the NEDC.

Relinquishing Rights and Granting Consent

We do hereby relinquish any and all rights, titles, and interests to the Embryos(s) and any child or children that may result from the transfer of the Embryo(s) and that signing the enclosed is a legal conveyance of all right, title and interest in such Embryos as property to the NEDC. We understand the above information and have had any questions answered to our satisfaction by our physician and/or the staff of the NEDC and we acknowledge that we have the option to review such with another physician or counsel of our choosing.

We hereby agree, acknowledge, and consent that any and all children resulting from the Embryos shall be the legal children of the birth parents for all intents and purposes. We further agree to execute any other or further documentation and grant any other or further consents to the extent any are necessary or advisable in the future in order to effect the purpose of this agreement that such children be deemed the children of the birth parents under the law whether by statute, presumption, adoption, legitimation or such other methods that may be or may become available.

Signature of Female

Date

Witness

Signature of Male

Date

Witness

Donor#:_____

**NOTARIZATION
FORM**

State of

County of

On this____ day of _____, in the year 20____ before me, _____

_____ personally appeared and was

personally known to me or proven to me on the basis of satisfactory evidence as the

person(s) whose name is subscribed to this instrument (Notarization Form), and I

acknowledge that he/she/they executed it. I declare under penalty of perjury that the

person(s) whose name is subscribed to this instrument appears to be of sound mind and under no

duress, fraud, or undue influence.

NOTARY SEAL

Signature of Notary Public