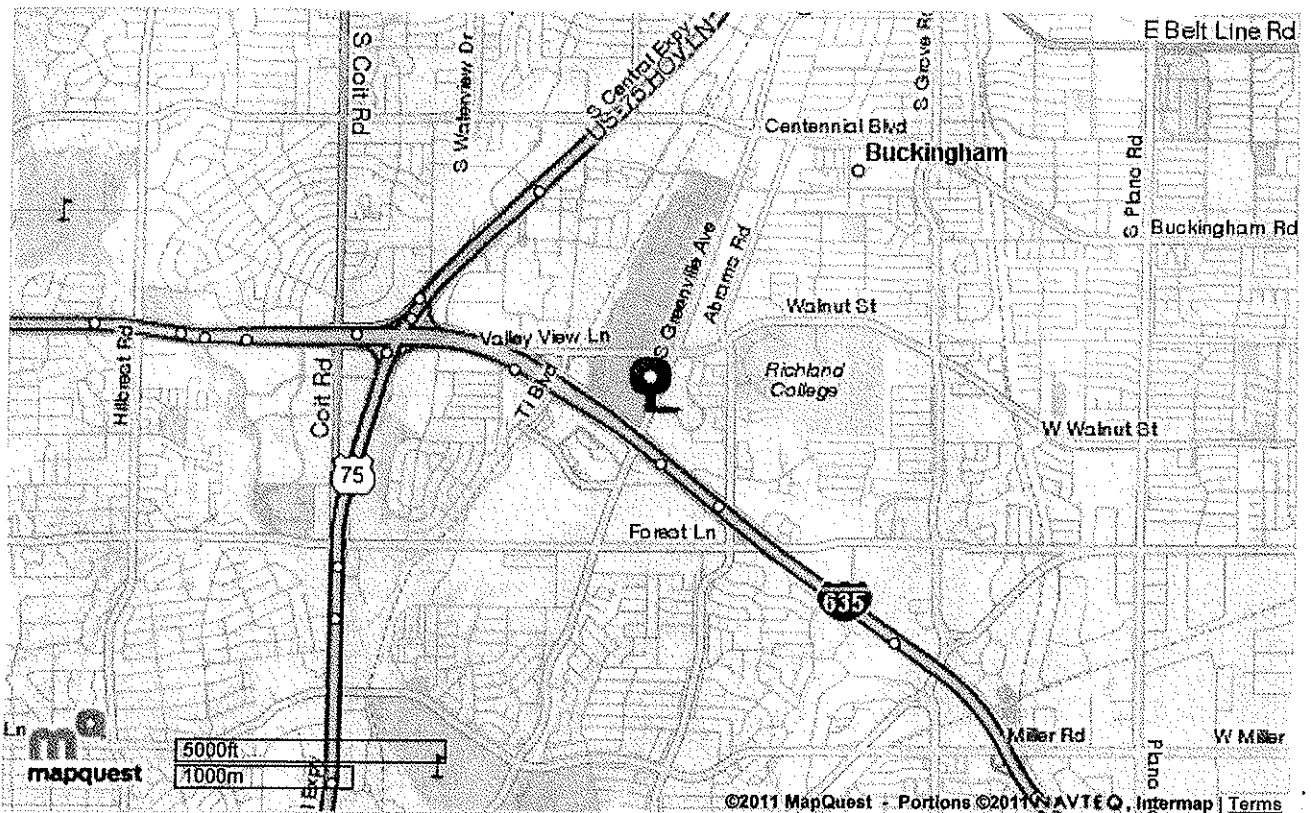




12606 Greenville Avenue  
Dallas, TX 75243





### Day of Surgery Instructions

1. Arrive to Vivere Dallas Surgery Center at . 12606 Greenville Ave Suite 190 Dallas. Park on the first floor of the parking garage.
2. **Nothing to eat or drink after midnight.**
3. You can shower in the morning, but do not put on lotion or perfume.
4. Remove all jewelry and metal.
5. Wear something comfortable that you can get in and out of easily.
6. Wear socks or bring a pair with you.
7. Bring your insurance card and a picture id.
8. Have someone that can bring you, take you home, and that can remain in the lobby while you have your procedure.



## Pre-Surgical/Pre-Anesthesia Evaluation

**INSTRUCTIONS TO PATIENT:** Please indicate by a (✓) your answer to each question. These answers will greatly help your anesthesiologist to give you the best care during your operation. If you do not understand any question or your answer is uncertain, simply place a question mark in the yes or no column.

**DO NOT WRITE UNDER COLUMN LABELED "This space for physicians only".**

**PATIENT INFORMATION:** Your age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

What is your planned operation? \_\_\_\_\_

Have had previous surgeries at this center?  yes  no Do you have advance directives?  yes  no

	Yes	No	This space for physicians only		Yes	No	This space for physicians only
Do you smoke?				Are you allergic to any medication or local anesthetic drugs? List: _____			
Emphysema?				Have or anyone in your family had an unusual reaction to anesthesia?			
Asthma?				Latex allergy?			
Recent pneumonia?				Have you had surgery on the:			
Tuberculosis?				Brain, neck, jaw?			
Any other lung trouble?				Heart, lung?			
High or low blood pressure?				Abdomen?			
Heart failure?				Other?			
Heart murmur?				Do you object to receiving blood transfusion?			
Chest pain, angina?				Have you ever had a blood transfusion?			
Heart attack(s)?				Do you have any removable dental work, plates, bridges, capped teeth?			
Palpitations, irregular or fast heart beat?				Contacts or glasses?			
Rheumatic fever?				Do you drink alcohol?			
Anemia?				Are you taking or have you recently taken medication?			
Sickle Cell illness?				For blood pressure?			
Easy bruising, excessive bleeding?				Other heart medications?			
Jaundice, hepatitis, liver trouble?				Diuretics (water pills)?			
Have you had or still have implants?				Antidepressants?			
Back pain or injury?				Tranquilizers, sedatives?			
Arthritis, other joint pain?				Steroids?			
Convulsions, epilepsy?				Insulin?			
Stroke?				Other diabetic medications?			
Headaches?				Anti-seizure medications?			
Thyroid trouble?				Eye-drops?			
Diabetes?				Over the counter medications?			
Kidney trouble?				Herbal/Diet products?			
Frequent heartburn/esophageal reflux?				Other: _____			
Are you or should you be pregnant?							
Date of last menstrual period: _____							

NPO since \_\_\_\_\_  
 BP \_\_\_\_\_ HR \_\_\_\_\_ RR \_\_\_\_\_ T \_\_\_\_\_  
 SpO2 \_\_\_\_\_  
 Lungs \_\_\_\_\_ CV \_\_\_\_\_  
 Teeth \_\_\_\_\_ A/W \_\_\_\_\_  
 Na \_\_\_\_\_ K \_\_\_\_\_ Preg \_\_\_\_\_  
 Hg \_\_\_\_\_ Hct \_\_\_\_\_ PLT \_\_\_\_\_  
 Pt \_\_\_\_\_ PTT \_\_\_\_\_  
 CXR \_\_\_\_\_ EKG \_\_\_\_\_  
 Other \_\_\_\_\_

**Patient Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Anesthesia Plan: Asa PS I II III IV V E  
 General  Regional  IVS/MAC  Nerve Block  
 Type: \_\_\_\_\_  
 Anesthesia Procedures and Risks Explained  Questions Invited  Informed Consent Obtained

**Anesthesiologist Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EFFECTIVE DATE:** 3-1-11  
**REVISED:**

ID / Visit: /  
 Sex: \_\_\_\_\_  
 DOB: \_\_\_\_\_  
 Phys: , \_\_\_\_\_  
 DOS: 1/1/0001  
 Sex: \_\_\_\_\_  
 Age: \_\_\_\_\_



VIVERE-DALLAS FERTILITY LABORATORY, LLC (“VDFL”)
AGREEMENT AND AUTHORIZATION
FOR CRYOPRESERVATION AND RELATED FERTILITY SERVICES

Patient: \_\_\_\_\_
Printed Name

Partner: \_\_\_\_\_
Printed Name

I. BACKGROUND AND INDICATIONS:

a. Cryopreservation of Embryos

Freezing (or “cryopreservation”) of embryos is a common procedure. Since multiple eggs are often produced during ovarian stimulation, on occasion there are more embryos available than are considered appropriate for transfer to the uterus. These embryos, if viable, can be frozen for future use. This freezing technique avoids the inconvenience and expense of stimulation to obtain additional eggs in the future.

Furthermore, the availability of cryopreservation permits patients to transfer fewer embryos during a fresh cycling, reducing the risk of high-order multiple gestations (triplets or greater). Other possible reasons for cryopreservation of embryos include freezing all embryos in the initial cycle to prevent severe ovarian hyperstimulation syndrome (“OHSS”), a serious side effect of ovarian stimulation, or in the event a couple is concerned that their future fertility potential might be reduced due to necessary medical treatment (e.g., cancer therapy or surgery). The pregnancy success rates for cryopreserved embryos transferred into the human uterus can vary from practice to practice. Overall pregnancy rates at the national level with frozen embryos are lower than with fresh embryos. This statistic, at least in part, results from the routine selection of the best-looking embryos for fresh transfer, reserving the ‘second-best’ for freezing. There is some evidence that pregnancy rates are similar when there is no such selection.

Indications for cryopreservation of embryos include: To reduce the risks of multiple gestation; To preserve fertility potential in the face of certain necessary medical procedures; To increase the chance of having one or more pregnancies from a single cycle of ovarian stimulation; To minimize the medical risk and cost to the patient by decreasing the number of stimulated cycles and egg retrievals; and To temporarily delay pregnancy and the risk of OHSS occurring by freezing all embryos when this risk is high.

b. Cryopreservation of Semen

Semen cryopreservation is a method that may sustain viability of sperm. Semen can be cryopreserved before vasectomy, radiotherapy, or chemotherapy, thereby preserving fertility potential. Semen can also be cryopreserved for a future infertility treatment (IUI or IVF) that a partner is undergoing. In general, six inseminations of 10 to 20 million motile sperm are required to maximize the chance of initiating a pregnancy by artificial insemination. A good quality specimen is one that has a large concentration of sperm with high motility. Some or all specimens may not be of sufficient quality to be used for artificial insemination. In those instances with lower number of motile, viable sperm, assisted reproductive



technologies, such IVF, have produced successful pregnancies. Additional information can be obtained from an infertility specialist, urologist, or oncologist.

c. Intra-cytoplasmic sperm injection (“ICSI”)

Intra-cytoplasmic sperm injection (“ICSI”) involves injecting a single live sperm directly into the center of a human egg. ICSI is commonly used in the event of male infertility factors or with couples who have had failure to fertilize in a previous in vitro fertilization (“IVF”) attempt. ICSI requires that the female partner undergo ovarian stimulation with fertility medications.

d. Pre-implantation genetic diagnosis (“PGD”)

Pre-Implantation genetic diagnosis (“PGD”) is used in conjunction with IVF to help reduce the risk of passing down inherited conditions in people with known or suspected inherited genetic disorders. Some of the most common reasons for PGD are specific single gene conditions (such as Down’s syndrome, Huntington disease, cystic fibrosis or sickle cell anemia) or structural changes of a parent’s chromosomes. A couple does not need to be infertile to qualify for PGD.

To determine candidacy for PGD, individuals usually meet with a genetic counselor to evaluate their risk of transferring a particular mutation to their offspring. Once this process is completed, candidates are prepped for IVF. Once the eggs are matured and retrieved, the oocytes are inseminated with a single sperm (ICSI) and the resulting embryos are grown in culture. After several days, the embryo is biopsied (this process does not damage the remaining cells). The isolated cells are evaluated for the specific genetic condition. Embryos that are determined to be unaffected are then transferred back into the woman’s uterus.

e. Assisted Hatching

Assisted Hatching involves the artificial thinning of the zona pellucida (outer shell) of the fertilized egg to enhance the ability of embryos to hatch, prior to transfer into the uterus. This method may improve implantation and pregnancy rates following IVF.

**2. PROCEDURES AND RISKS:**

a. Of Embryo Cryopreservation

There are several techniques for embryo cryopreservation, and research is ongoing. Traditional methods include “slow,” graduated freezing in a computerized setting, and “rapid” freezing methods, called “vitrification.” Current techniques deliver a high percentage of viable embryos thawed after cryopreservation, but there can be no certainty that embryos will thaw normally or be viable enough to divide and eventually implant in the uterus. Cryopreservation techniques could theoretically be injurious to the embryo. Extensive animal data (through several generations), and limited human data, do not indicate any likelihood that children born of embryos that have been cryopreserved and thawed will experience greater risk of abnormalities than those born of fresh embryos. We understand that such abnormalities are a risk of any pregnancy and therefore may occur in pregnancies resulting from cryopreserved embryos.



b. Of Cryopreservation of Semen

In accordance with the procedures for collection and identification established by VDFL, the semen will be collected and cryopreserved by VDFL. Also, semen can be retrieved from epididymi or testes by surgery.

Approximately, 30 to 70% of motile sperm survive the cryopreservation process, but it is possible that none of the sperm survives. The pregnancy rate after insemination with good quality frozen thawed semen is approximately 10% per cycle. With low quality semen the pregnancy rate will be lower. Assisted reproductive technologies, such as IVF, do offer enhancement when there is low quality semen or when there are limited amounts of stored specimens. Pregnancy rates depend upon many factors. With good factors and with good quality semen, the pregnancy rate is 40 to 50%; any adverse factors will decrease this rate.

The major risk from this procedure is the failure of fertilization or failure of achieving a successful pregnancy. Infants resulting from the insemination of frozen-thawed semen do not appear to have risk of birth defects higher than observed in fresh inseminations conceptions or in naturally conceived pregnancies. We understand that such defects are a risk of any pregnancy and therefore may occur in pregnancies resulting from frozen semen inseminations.

c. Of ICSI

Success rates following the use of ICSI vary based on numerous factors. There are several risks associated with ICSI. First, during the ICSI procedure, a small number of eggs can be damaged as a result of the sperm insertion. Second, there is an elevated risk of having a baby with a chromosomal abnormality in the X or Y chromosomes. The reason for the elevated risk is currently unknown. The following problems can be associated with sex chromosome abnormalities: (1) increased risk of miscarriage; (2) heart problems for affected infants; (3) increased risk of behavioral or learning disabilities; (4) increased risk of infertility in your children during adulthood.

d. Of PGD

PGD remains a relatively new procedure and the long-term side effects are largely unknown. Though many uses of PGD are well established, others are newer and less established. Using PGD involves the same risks associated with IVF. In addition, there is a risk of false-positive and false-negative diagnosis of inherited conditions. PGD also can lead to the loss of the embryo(s) grown in culture.

e. Of Assisted Hatching

Success rates following the use of assisted hatching vary and are dependent on numerous factors. There are several techniques for assisted hatching, and research is ongoing. The assisted hatching procedure may be associated with complications independent of the IVF procedure itself, including the possibility of lethal damage to the embryo or a reduction of embryo viability. In addition, assisted hatching has been associated with an increased risk of multiple gestations. Further, patients whose embryos are hatched are often treated with antibiotics and steroids prior to and after the embryo transfer, exposing them to the potential risks and side effects of such treatments.



3. OTHER PROCEDURES AND RISKS

The HIV virus, Hepatitis B virus and Hepatitis C virus can cause life threatening illnesses; therefore, we understand that it may be necessary to collect a small amount of blood from each of us to test for the HIV virus, Hepatitis B virus, and Hepatitis C virus. We are responsible to notify the bank if either of us has ever tested positive for HIV, Hepatitis B, or Hepatitis C. Embryo(s) and/or semen will be stored in VDFL's facility only if the blood work is negative for HIV, Hepatitis B, or Hepatitis C. However, for an additional storage fee, embryo(s) and/or semen positive for HIV, Hepatitis B, or Hepatitis C can be transferred to a commercial facility.

**We understand that the freezing system or storage tanks can fail and that the embryo(s) and/or sperm may be compromised and/or destroyed. Every commercially reasonable attempt will be made to safeguard the frozen embryo(s) and/or sperm. We understand that, beyond such commercially reasonable efforts, VDFL cannot guarantee the safety of the frozen embryo(s) and/or sperm. We also understand that VDFL cannot guarantee viability of embryo(s) and/or sperm or the initiation of successful pregnancy after clinical use or that, if a pregnancy is initiated, any resulting fetus will be carried to term or, if born alive, be healthy or free of birth defects or other conditions.**

**We understand that VDFL is not liable if embryos(s) and/or sperm are destroyed by factors beyond VDFL's control, such as war, earthquake, tornadoes, hurricanes, fire, water, equipment failure, or other acts. We are advised that VDFL does not provide insurance coverage, a compensation plan, or a free medical plan in the event that we or our embryo(s) and/or semen are harmed by the cryopreservation procedure.**

4. DIRECTION AND AUTHORIZATION GRANTED:

We, the undersigned Patient and Partner, request and authorize VDFL to provide the services checked below, as described in this Agreement. If we are transferring frozen embryo(s) and/or semen from another facility for purposes of receiving the services checked below, we have completed, signed, and had notarized VDFL's form entitled "Consent For Transfer Of Specimen(s) From Another Facility," a copy of which is available for our review. We understand that the services checked below are clinical procedures, and we have discussed them with our physician. **We understand that ICSI, PGD, and Assisted Hatching may involve separate charges, as explained to us, which are in addition to the cryopreservation and storage charges appearing in Section 10.** We understand that the information obtained during the course of providing services under this Agreement will be kept confidential in accordance with applicable law and, to the extent permitted by applicable law without separate authorization from us, may be used for publication or educational purposes. We have asked VDFL and our physician all questions that we may have had about the cryopreservation, storage, and other services authorized herein, as well as about subsequent use of our embryo(s) and/or specimens (discussed in Section 5 below).

- a. \_\_\_\_\_ Cryopreservation of embryos
- b. \_\_\_\_\_ Cryopreservation of semen
- c. \_\_\_\_\_ ICSI
- d. \_\_\_\_\_ PGD
- e. \_\_\_\_\_ Assisted Hatching

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature



We recognize that we may, at any time, request the transfer of our frozen embryo(s) and/or semen to another facility by completing, signing, and having notarized VDFL's form entitled "Consent For Specimen(s) To Be Picked Up And Delivered To Another Facility," a copy of which is available for our review. We understand that such transfer will obligate us to pay the tank rental fee and any other charges specified in the form.

**5. DISPOSITION DECISIONS:**

Recognizing that there may be some cryopreserved embryos and/or semen in the possession of VDFL after we achieve a viable pregnancy, or in the event of other special circumstances, we give our express direction and authorization to VDFL regarding management and disposal of our cryopreserved embryos and/or our cryopreserved semen in the situations described below. All elections shall apply both to any cryopreserved embryos of ours and to any cryopreserved semen of ours.

Please note that disposition decisions marked with three asterisks (\*\*\*) are those that could/would result in the eventual transfer of your cryopreserved embryo(s) and/or semen into someone other than yourself (Patient). In such a situation, **you may be asked to undergo additional infectious disease testing and screening** recommended by the FDA.

We agree, by and between ourselves and as consideration for the services to be performed by VDFL, as follows:

**a. In the event of the death of Patient, the embryos and/or semen shall be (choose ONE):**

- Given to Partner to utilize.\*\*\*
- Donated for research to VDFL or to a research facility chosen by VDFL.
- Discarded by VDFL's standard procedures.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature

**b. In the event of the death of Partner, the embryos and/or semen shall be (choose ONE):**

- Given to Patient to utilize.
- Donated for research to VDFL or to a research facility chosen by VDFL.
- Discarded by VDFL's standard procedures.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature



c. **In the event of the death of Patient and Partner, the embryos and/or semen shall be (choose ONE):**

- \_\_\_\_\_ Given to another couple, whom we have designated in a writing signed by both of us and by the other couple and delivered to VDFL simultaneously with this Agreement, to utilize.\*\*\*
- \_\_\_\_\_ Donated for research to VDFL or to a research facility chosen by VDFL.
- \_\_\_\_\_ Discarded by VDFL's standard procedures.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature

d. **In the event Patient loses all ability to carry embryos, the embryos shall be:**

- \_\_\_\_\_ Placed in the uterus of another female, but only if Patient and Partner can agree upon the selection of a gestational carrier.\*\*\* **[VDFL does not provide gestational carriers. This option is placed here solely for the purpose of agreement between the Patient and Partner. However, VDFL will cooperate in the transfer of the embryos to a gestational carrier of the Patient and Partner's choice.]** If Patient and Partner cannot agree within twelve (12) months of the discovery of such an inability to carry embryos, then they shall jointly make another written and notarized election regarding the embryos.
- \_\_\_\_\_ Given to another couple, whom we have designated in a writing signed by both of us and by the other couple and delivered to VDFL simultaneously with this Agreement, to utilize.\*\*\*
- \_\_\_\_\_ Donated for research to VDFL or to a research facility chosen by VDFL.
- \_\_\_\_\_ Discarded by VDFL's standard procedures.
- \_\_\_\_\_ Retained by VDFL for long-term storage and/or for possible use by another couple in an embryo donation program selected by VDFL.\*\*\* If Patient and Partner fail to comply with the notification requirements and pay required storage fees, as set forth in Sections 9 and 10 hereof, then VDFL may discard the embryos by VDFL's standard procedures.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature



e. In the event of our divorce, our embryos and/or semen shall be (choose ONE):

- Given to Patient to utilize.
Given to Partner to utilize.\*\*\*
Divided equally between Patient and Partner, or if an odd number of vials of embryos and/or semen exists, Patient/Partner (circle one) shall receive the quantity greater than one half of the vials.
Given to another couple, whom we have designated in a writing signed by both of us and by the other couple and delivered to VDFL simultaneously with this Agreement, to utilize.\*\*\*
Donated for research to VDFL or to a research facility chosen by VDFL.
Discarded by VDFL's standard procedures.

Patient Signature

Partner Signature

f. In the event we elect not to complete IVF or to terminate this Agreement, then (unless one or both of us are deceased, we are divorced, or we discover that Patient loses her ability to carry embryos, in which case our foregoing choices, as applicable, shall govern) our embryos and/or semen shall be (choose ONE):

- Given to another couple, whom we have designated in a writing signed by both of us and by the other couple and delivered to VDFL simultaneously with this Agreement, to utilize.\*\*\*
Donated for research to VDFL or to a research facility chosen by VDFL.
Discarded by VDFL's standard procedures.
Retained by VDFL for long-term storage and/or for possible use in an embryo donation program selected by VDFL. \*\*\* If Patient and Partner fail to comply with the notification requirements and pay required storage fees, as set forth in Sections 9 and 10 below, then VDFL may discard the embryos and/or semen by VDFL's standard procedures.

Patient Signature

Partner Signature



**g. In the event we achieve a viable pregnancy, either as a result of a “fresh” or “frozen” embryo transfer, then (unless one or both of us are deceased, we are divorced, or we discover that Patient loses her ability to carry embryos, in which case our foregoing choices, as applicable, shall govern) our embryos and/or semen shall be (choose ONE):**

\_\_\_\_\_ Given to another couple, whom we have designated in a writing signed by both of us and by the other couple and delivered to VDFL simultaneously with this Agreement, to utilize.\*\*\*

\_\_\_\_\_ Donated for research to VDFL or to a research facility chosen by VDFL.

\_\_\_\_\_ Discarded by VDFL’s standard procedures.

\_\_\_\_\_ Retained by VDFL for long-term storage and/or for possible use in an embryo donation program selected by VDFL.\*\*\* If Patient and Partner fail to comply with the notification requirements and pay required storage fees, as set forth in Sections 9 and 10 below, then VDFL may discard the embryos and/or semen by VDFL’s standard procedures.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature

**h. In the event we fail to make payments for storage, as set forth in Section 10 below, we direct VDFL to do the following with our embryos and/or semen (choose ONE):**

\_\_\_\_\_ Donate for research to VDFL or to a research facility chosen by VDFL.

\_\_\_\_\_ Discard by VDFL’s standard procedures.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature

**i. In the event VDFL exercises its right to terminate participation in IVF, or in the event this Agreement terminates due to VDFL discontinuing the operations of its fertility laboratory, and if upon either such event we have not arranged for the transfer of our frozen embryos and/or semen to another facility by completing, signing, and having notarized VDFL’s form entitled “Consent For Specimen(s) To Be Picked Up And Delivered To Another Facility,” a copy of which is available for our review, within sixty (60) days of VDFL’s sending a notice of the termination of participation in IVF or discontinuance of operations to our most recent address on file with VDFL, we direct VDFL to do the following with our embryos and/or semen (choose ONE):**



\_\_\_\_\_ Donate for research to VDFL or to a research facility chosen by VDFL.

\_\_\_\_\_ Discard by VDFL’s standard procedures.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature

**6. CHANGE OF DISPOSITION DECISIONS**

We understand that we may jointly change our decisions for the disposition of our embryos and/or semen at any time prior to the events that trigger the disposition instructions in this Agreement by completing, signing, and having notarized VDFL’s form entitled “Change of Instructions For Disposition Of Specimen(s),” a copy of which is available for our review. We are also free to withdraw from or terminate this Agreement in writing without prejudice or penalty, provided that this Agreement shall continue to govern the rights and obligations of both parties for all events occurring prior to the date of withdrawal or termination, including without limitation any fees that may have accrued prior to termination, and shall continue to govern the disposition of the frozen embryo(s) and/or semen in accordance with Section 5 above. **Under no circumstances may the decisions for the disposition of cryopreserved embryos and/or semen as indicated in this Agreement be modified by Patient or Partner acting alone in his or her individual capacity.**

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature

**7. EMBRYO AND/OR SEMEN DISPOSAL**

We understand that if our embryos and/or semen are discarded in accordance with the terms of this Agreement, no offspring will result from them and we will have no further rights or claims to them. We have freely, voluntarily and willingly made our decisions regarding the disposal of our embryos and/or semen and release VDFL from all claims of any nature arising from, or relating to, the embryos and/or semen.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature

**8. DONATION OF EMBRYOS AND/OR SEMEN TO ANOTHER COUPLE OR TO RESEARCH**

We understand that if we have elected to donate our embryos and/or semen to research or to another couple, we will have no further claims or rights of any kind to the embryos and/or semen. We have freely, voluntarily and willingly made our decisions regarding the disposal of our embryos and/or semen and release VDFL from all claims of any nature arising from, or relating to, the embryos and/or semen. VDFL may conduct its own research or may collaborate with other research centers.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature



**9. CHANGE OF ADDRESS OR STATUS**

Patient and Partner are obligated to notify VDFL in writing at 12606 Greenville Avenue, Suite 190, Dallas, TX 75243, in case of a change in address or other contact information, change in marital status, death of the Patient and/or Partner, or upon any of the other events that trigger a disposition instruction under this Agreement.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature

**10. STORAGE LENGTH AND FEES**

Maintaining embryos and/or semen in a frozen state is labor intensive and expensive. There are fees associated with freezing and maintaining cryopreserved embryos and/or semen. The initial year of storage is included in the IVF laboratory fee. After the first year, Patient and Partner agree to pay **\$500.00** per year in advance for storage to VDFL. Storage fees are subject to change without notice.

Patient and Partner who have frozen embryos and/or semen in storage at VDFL must remain in contact with VDFL on an annual basis in order to pay fees associated with the storage of their embryos and/or semen. In situations where fees associated with embryo and/or semen storage have not been paid within sixty (60) days after VDFL sends an invoice to the most recent address that VDFL has on file for Patient and Partner, the embryo(s) and/or semen may be considered to be abandoned and may be discarded by VDFL in accordance with normal laboratory procedures, American Society for Reproductive Medicine guidelines and applicable law.

If you need additional information, please contact \_\_\_\_\_ at **214-575-4060**. Your signatures below means you understand these charges and agree to them.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature

**11. LEGAL STATUS OF EMBRYOS AND/OR SEMEN**

We understand that, as of the date of this Agreement, the legal rights of patients and their partners, or other parties, with regard to the use and disposition of surplus frozen embryos resulting from IVF in the circumstances described in this Agreement have not been statutorily determined in the state of Texas. We also understand that the legal status of frozen human semen is unclear. If any of the selected uses or dispositions outlined in this document are subsequently prohibited by law, then such selected uses or dispositions shall be deemed null and void. In the event either the Patient or Partner contests the legality of any provision of this document with respect to the use of frozen embryos and/or semen, VDFL will continue to preserve the frozen embryos and/or semen at the expense of the contesting party, based on VDFL's fee structure, which VDFL may adjust from time to time. In the event of failure of the contesting party to make any payment due within sixty (60) days after VDFL sends an invoice to the most recent address that VDFL has on file for the contesting party, it is agreed that said embryos and/or semen may be discarded by VDFL.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature



**12. INDEMNIFICATION**

We recognize that VDFL clients may change their thoughts regarding the disposition of cryopreserved embryos and/or semen, which in turn may create a legal dispute. For example, a couple may agree that, if the partner dies while cryopreserved embryos are in VDFL’s care, such embryos shall be discarded by VDFL. After a partner dies, the patient may change her mind and seek to have a court of law award the embryos to her. (The above example is not to be construed as a limitation.)

We understand that VDFL must enforce the terms of this Agreement in such situations and in all other situations, subject to applicable law. We understand that VDFL is not willing to assume the risk for costs associated with such legal actions and **WE THEREFORE AGREE** to indemnify and hold VDFL harmless against any loss, liability, cost, damage, or expense whatsoever (including attorney’s fees and court costs) incident to our breach of this Agreement or to any claim, action, or proceedings arising out of or in connection with this Agreement or our participation in IVF.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature

**13. ASSIGNMENT OF AGREEMENT OR CESSATION OF OPERATIONS**

Patient and Partner may not assign any of their rights or obligations hereunder to any other person or entity. VDFL may assign all of its rights and obligations under this Agreement to another person or entity at any time.

It is the intention of VDFL to operate indefinitely. However, VDFL may discontinue operations of its fertility laboratory for any reason, in which event this Agreement shall automatically terminate and the applicable disposition instruction in Section 5 above shall govern.

**14. RELIANCE ON AGREEMENT**

We understand and agree that VDFL shall rely upon this Agreement and decisions made by the Patient and Partner in this Agreement. VDFL shall not be obligated to contact the Patient or the Partner prior to acting pursuant to the direction and authorization in this Agreement. VDFL shall have no duties except those which are expressly set forth in this Agreement, and its duties shall not be changed, unless VDFL has given its prior written consent thereto.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature

**15. OPPORTUNITY FOR LEGAL REPRESENTATION**

We acknowledge by our signatures below that we have read the foregoing and that all questions have been answered to our satisfaction and that we have each been advised to, and have had the opportunity to, consult with legal counsel of our own choosing. We have been advised and understand that we, as Patient and Partner, may have conflicting interests and should, if either of us so desires, each seek our own independent legal counsel.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Partner Signature

[signatures follow on next page]