

<p style="text-align: center;">MICHIGAN MEDICINE</p> <p style="text-align: center;">Obstetrics and Gynecology</p> <p style="text-align: center;">Agreement for Cryopreservation, Storage and Disposition of Embryos</p>	<p>MRN:</p> <p>NAME:</p> <p>BIRTHDATE:</p> <p>CSN:</p>
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Note 1: As part of its operations, the Clinic, defined on Exhibit A, which is part of Michigan ("Hospital"), temporarily stores embryos for Clinic patients. As a Clinic patient and/or partner of a Clinic patient, you are requesting that the Hospital temporarily store your embryos ("Embryos"). You have been advised that other storage options are available and understand that the Hospital will only store your embryos subject to the terms and conditions of this Agreement. If, after review of this Agreement, you do not wish to temporarily store your Embryos at the Hospital, you must make other storage arrangements prior to the commencement of any services that will result in Embryos. All costs associated with the transfer to any such facility will be your responsibility. Upon execution, this Agreement is a legally binding document between you and/or your partner and the Hospital. If you need any assistance or support in reading or understanding this Agreement, please contact the Clinic.

Note 2: State and Federal law in this area is evolving and may change during the course of this Agreement. Currently, under Michigan law embryos are considered to be personal property. The Hospital will consider anyone signing this Agreement to be co-owners of the embryos, except as otherwise indicated in this Agreement, joint permission of each signatory is required in order to change any disposition directions provided herein. This means, for example, if an embryo is created utilizing an egg from one of the two signatories and donor sperm, the Hospital will consider the signatories joint owners of the embryos regardless of which signatory produced the egg. If partners, whether same sex/gender or otherwise, do not wish to establish joint ownership of the embryos, only the individual to whom ownership will be vested should execute this Agreement.

Note 3: The Hospital is not in the business of cryopreservation and only stores embryos on site for limited periods of time for clinical care reasons. As further outlined in this Agreement, executing this Agreement commits you to transferring or disposing of your embryos once the conditions which merit storage by the Hospital no longer apply.

This Agreement is between:

- (a) the individual listed as "Patient" on Exhibit A hereto ("Patient"),
- (b) the individual listed as "Partner" on Exhibit A hereto (if any) ("Partner") and
- (c) the Clinic, as such term is defined on Exhibit A.

The Patient, in the case of an individual signatory, and the Patient and Partner, jointly, in the case of dual signatories, shall be referred to herein as the "Embryo Owner." This Agreement pertains to Specimens from this day forward and nulls all prior contracts. Any updated Agreement will cover all specimen stored at the Center for Reproductive Medicine.

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I. Storage Fees & Conditions of Storage.

A. As noted above in *Note 3*, the Clinic temporarily stores Embryos for purposes of efficient clinical care to Clinic patients. The Clinic agrees to provide storage so long as the Embryo Owner:

i. pays the Storage Fees indicated on Exhibit A in accordance with payment terms and protocols provided therein;

ii. no less than one (1) time per year, provides Clinic with up-to-date contact information;

iii. affirmatively communicates to Clinic any changes to disposition instructions by executing a new copy of this Agreement (which must be signed by all original signatories hereto) which will replace the existing Agreement in its entirety; and

iv. agrees to and executes any required forms and contracts, and pay any required fees, in connection with the Clinic's transfer of the Embryos to a third-party storage vendor.

B. Embryo Owner expressly understands, agrees, and authorizes the Clinic to discard the Embryos according to its normal laboratory procedures and applicable law without further notice to, or consent required by Embryo Owner if Embryo Owner fails to fulfill the requirements of Section 1.A.(i), (ii), (iii) or (iv).

C. Clinic may, but is not required to, attempt to contact Embryo Owner periodically using reasonable efforts in accordance with Clinic's established policies and protocols to request that Patient and/or Partner cure a default under Section 1.

D. In the event of an Embryo Owner defaults under this Section 1, Embryo Owner acknowledges and knowingly and completely releases any and all claims to the Embryos or to any additional notice from the Clinic as to the final disposition of the Embryos.

E. Embryo Owner acknowledges that Clinic provides only temporary storage and agrees to either (a) consent to a transfer to Clinic's third-party storage partner, including executing all forms and contract and paying any and all fees in connection therewith, or (b) in a timely manner, and at Embryo Owner's own cost and risk, arranging for a transfer of the Embryos to a storage facility of Embryo Owner's choice (which, in the event of two signatories hereto, must be mutually agreed to by such signatories).

F. Embryo Owner acknowledges that they have been fully advised concerning the state of the art of cryopreservation of embryos and understand that there can be no assurance or guarantee of any portion the cryopreservation or thawing process, including ability to safely thaw the Embryo, normal embryonic development, etc., which risks are in addition to those outlined in applicable informed consent forms that relate to the medical procedures associated with any extraction, cryopreservation and/or implantation of embryos. Embryo Owner understands and agrees that the Clinic's responsibilities shall be limited hereunder solely to the adequate cryostorage of said embryos consistent with the state of the art at the date of entering into this Agreement. In any event, the total liability of the Clinic for failure to meet any of its responsibilities to the

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Embryo Owners (including, for example, for events outside of Clinic's control such as loss of embryos due to power failure, etc.) shall be limited to a prorated cost of the procedure that created the embryos. For example, the Clinic liability would be limited to 40% of the cost of the procedure that created the embryos if 10 viable embryos were created, 6 were used, and 4 were compromised due to the fault of Clinic. The parties agree that any claims relating to or arising out of the subject of this Agreement will be brought in the state courts of Michigan. In the event the Clinic terminates the operation of its storage facility, it may, upon 30 days written notice to Embryo Owner at their last known address, assign and transfer its obligations hereunder and the Embryos held on behalf of Embryo Owner to a storage facility.

II. General Terms Applicable to Disposition Choices

A. Embryo Owners reserve the right, at any time subject to payment of all fees and penalties due pursuant to Section 1 and any fees or costs associated with such transfer, to personally arrange for the transfer of the Embryos to another storage facility. Embryo Owners shall execute any needed documentation in connection therewith and shall hold Clinic harmless with regard to any risks or damages related to such transfer.

B. With regard to all the dispositional choices outlined in the below sections, Embryo Owner agrees and acknowledges that (a) if the selected disposition choice is not available or, in the Clinic's sole discretion, is not practical to implement; (b) if Embryo Owner defaults under Section 1 hereof; or (c) if Embryo Owner fails to preserve any choice made here as required by this Agreement or the Clinic, then Embryo Owner authorizes the Clinic to discard the Embryos.

C. If Embryo Owner select the option below indicating willingness to be contacted about potential opportunities to donate the Embryos for medical research, such research may include embryonic stem cell research, and any such research may result in the destruction of the frozen embryos. Details of any particular research opportunity will depend on the specific research study. There may not be any research opportunities available. The Clinic is not aware of every research opportunity, and there may be opportunities that the Clinic does not contact Embryo Owner about. If the Clinic is aware of a research donation opportunity at the time of disposition and Embryo Owner have indicated willingness to be contacted, the Clinic will make reasonable efforts to contact Embryo Owner and refer Embryo Owner to the research study team for additional information about the research opportunity. If Embryo Owner is contacted about a potential research opportunity and referred to the research study team for more information, the research study team may still determine that the Embryos are not eligible to donate to the research study or Embryo Owner may choose to decline. By indicating willingness to be contacted, it is not a guarantee that Embryo Owner will be contacted or that there will be any research donation opportunities available to Embryo Owner. If the Embryo Owner has indicated a willingness to be contacted and the Embryo is not transferred to another storage facility within a reasonable amount of time after the time of disposition for any or no reason, because there are no research opportunities available or the Clinic is unable to contact Embryo Owner or any other reason, the Clinic will dispose of the Embryos without further notice to Embryo Owner. If you choose to be contacted regarding donation of the Embryos for clinical training, Embryo Owners acknowledges that such training may result in the destruction of the frozen embryos and accepts that this choice will not result in the birth of a child. Similarly, if at the end of the storage period Embryos are not needed for clinical training purposes by the Hospital, Clinic may discard the Embryos without further notice to Embryo Owner. Please see further information on Exhibit B – Donation Information.

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D. If your embryos were created with gametes (eggs and/or sperm) from a third-party donor, you cannot choose to donate embryos to anyone, for any reason, unless the gamete donor has agreed, in writing, to allowing their gametes (eggs or sperm) to be given to anyone besides you. This includes donation to try to have a child or for use in medical research or clinical training. Your choices, here, to donate these embryos in the future must be consistent with all applicable direct agreements made with, or written authorizations from, the gamete donors and/or gamete bank. Without this prior written authorization, the applicable Embryos will be discarded.

E. If Embryo Owner wishes to make or change any dispositional choice in the future, Embryo Owner acknowledges that all signatories hereto must complete and sign a new agreement and pay all storage and related fees to the Clinic.

III. **Dispositional Choices**

If any disposition choice selected by Embryo Owner below requires Embryo Owner to take certain steps in advance of the time at which such disposition choice applies and such steps are not taken (i.e. contracts for third-party storage are not signed and/or provided to Clinic, invoices are not paid, etc.), then the Clinic shall not be required to follow such disposition choice and the Clinic shall dispose of the Embryos without further notice to Embryo Owner.

A. **Time-Limited Storage of Embryos.** Absent extenuating circumstances, the Clinic will only store cryopreserved embryos for a period of up to eighteen (18) months. Clinic has the sole discretion to determine shorter storage periods. After that time, Embryo Owner chooses to do the following with the Embryos (check one box only):

- ☐ Be contacted regarding donating the Embryos for medical research;
- ☐ Be contacted regarding donating the Embryos for clinical training purposes;
- ☐ Donate the Embryos for any other purpose, which shall require transfer to a storage facility that Embryo Owner has identified and contracts with separately for donation purposes;
- ☐ Dispose of the Embryos; or
- ☐ Transfer the Embryos to a storage facility at Embryo Owner's expense and risk.

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B. Death of Patient. If the Patient listed on Exhibit A dies before using all of the Embryos, Embryo Owner agrees that the Embryos should be disposed of as checked below (check only one box):

☐ Complete control to be given to the individual listed as Partner on Exhibit A. Partner will be required to execute a new agreement with only Partner listed as a signatory thereto indicating dispositional choices;

☐ Donate the Embryos outside of the Clinic, which shall require transfer to a storage facility that Embryo Owner has identified and contracts with separately for donation purposes, all of which must be arranged for in advance of Patient's death with copies of all required documents provided to Clinic in advance;

☐ Dispose of the Embryos; or

☐ Transfer the Embryos to a storage facility at Embryo Owner's expense and risk, all of which must be arranged for in advance of Patient's death with copies of all required documents provided to Clinic in advance.

As stated above, if a disposition instruction requires steps to be taken in advance of the Patient's death and such steps are not taken (i.e., contracts not signed, invoices not paid, etc.), then the Clinic shall dispose of the Embryos.

C. Death of Partner. If the Partner listed on Exhibit A dies before using all of the Embryos, Embryo Owner agrees that the Embryos should be disposed of as checked below (check only one box):

☐ Complete control to be given to the individual listed as Patient on Exhibit A. Patient will be required to execute a new agreement with only Patient listed as a signatory thereto indicating dispositional choices;

☐ Donate the Embryos outside of the Clinic, which shall require transfer to a storage facility that Embryo Owner has identified and contracts with separately for donation purposes, all of which must be arranged for in advance of Partner's death with copies of all required documents provided to Clinic in advance;

☐ Dispose of the Embryos; or

☐ Transfer the Embryos to a storage facility at Embryo Owner's expense and risk, all of which must be arranged for in advance of Partner's death with copies of all required documents provided to Clinic in advance.

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As stated above, if a disposition instruction requires steps to be taken in advance of the Partner's death and such steps are not taken (i.e., contracts not signed, invoices not paid, etc.), then the Clinic shall dispose of the Embryos.

D. Simultaneous Death of Patient and Spouse/Partner. In the event there are two Embryo Owners (Patient and Partner), if both die at the same time (as defined by applicable state law) before using all the Embryos, Embryo Owners agree that the Embryos should be disposed of as checked below (check one box only):

☐ Dispose of the Embryos;

☐ Donate the Embryos outside of the Clinic, which shall require transfer to a storage facility that Embryo Owner has identified and contracts with separately for donation purposes, all of which must be done in advance of Embryo Owner's death with copies of all required documents provided to Clinic in advance.

As stated above, if a disposition instruction requires steps to be taken in advance of the simultaneous death of the Patient and Partner and such steps are not taken (i.e., contracts not signed, invoices not paid, etc.), then the Clinic shall dispose of the Embryos.

E. Divorce, Dissolution of Relationship or decision to no longer pursue IVF. If the Patient and Partner become divorced, dissolve their non-marital relationship or determine for any reason to discontinue IVF Treatment together, Embryo Owners agree that the embryos should be disposed of as checked below (check one box only):

☐ Give complete control of our embryos to Patient, alone or with a new partner or spouse, for any purpose, including implantation to achieve a pregnancy, donation to achieve pregnancy by someone else, donation for research or clinical training, or destruction and discard. Patient and Partner understand that this Agreement does not discuss or decide whether any legal parent-child relationships will be created or not created, and that further legal action may be needed in the future;

☐ Give complete control of our embryos to Partner, alone or with a new partner or spouse, for any purpose, including implantation to achieve a pregnancy, donation to achieve pregnancy by someone else, donation for research or clinical training, or destruction and discard. Patient and Partner understand that this choice in this Agreement does not discuss or decide whether any legal parent-child relationships will be created or not created, and that further action may be needed in the future;

☐ Be contacted regarding donating the Embryos for medical research;

☐ Be contacted regarding donating the Embryos for clinical training purposes;

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- ☐ Donate the Embryos outside of the Clinic, which shall require transfer to a storage facility that Embryo Owner has identified and contracts with separately for donation purposes;
- ☐ Dispose of the Embryos; or
- ☐ Transfer the Embryos to a storage facility at Embryo Owner's expense and risk.

IV. **Additional Provisions**

A. Patient and Partner acknowledge they are making the choices noted above on this form and that they may change their choice(s) at any time by executing a new version of this Agreement. Patient and Partner also acknowledge they may need to sign a different consent if/when they wish to thaw the Embryos for use;

B. Patient and Partner acknowledge that their marital status—now and later—can affect the future use of these embryos. Patient and Partner acknowledge that each clinic and each state has its own policies, which may affect their ability to use these Embryos to try to have a child in the future.

C. If there is any future question about disposing of the Embryos in the case of a divorce or dissolution of relationship, the Clinic may require a valid, final, non-appealable court decree by a court of competent jurisdiction and/or settlement agreement (as determined in the Clinic's sole discretion), which specifically tells the Clinic how to make a final disposition of the embryos.

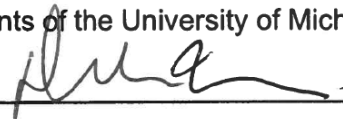
D. Patient and Partner acknowledge that the laws on embryo cryopreservation, thawing, and use may be unclear where they live and where the Clinic is located. They may also be unclear on the parent-child status of any resulting child. This Clinic has not given me any legal advice, and Patient and Partner acknowledge they are not relying on them to do so. Patient and Partner acknowledge they may need to speak to a lawyer who is an expert in this area to understand their legal rights and obligations.

E. In the event any federal, state or local legislative, regulatory or judicial action or determination or an actual or threatened decision, finding or action by any governmental or private agency or third party, limits the ability of either party to take a required action under this Agreement, the parties agree to negotiate in good faith to amend this Agreement to comply with such law or other change.

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The parties hereby enter into this Agreement as of the Effective Date.

The Regents of the University of Michigan



Printed Name: David Miller, M.D., MPH

Title: President, University of Michigan Health,
Executive Vice Dean of Clinical Affairs

Date: August 3, 2022

Patient:

Printed Name: _____

Date: _____

Partner (if applicable):

Printed Name: _____

Date: _____

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Exhibit A

Defined Term	Term
Patient	
Partner (if any, collectively with Patient, “Embryo Owner”)	
Clinic	The Regents of the University of Michigan, a Michigan constitutional corporation, Ann Arbor, Michigan, doing business as the Center for Reproductive Medicine
Effective Date	Date of last signature hereto

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Exhibit B

Additional Information Regarding Donation of Frozen Embryos for Research Purposes

If you selected the option “[b]e contacted regarding donating for . . . medical research” or “[d]onating for clinical training purposes” under any of the preceding circumstances, as a donor of human embryos to research, including but not limited to stem cell research, you should be aware of the following:

- Donating embryos for research may not be possible or may be restricted by law. While efforts will be made to abide by your wishes, no guarantees can be given that embryos will be used for research. In these instances, if no recipient or research project can be found, or your embryos are not eligible, your embryos will be destroyed and discarded by the lab in accordance with laboratory procedures and applicable laws.
- The embryos may be used to derive human pluripotent stem cells for research and the cells may be used, at some future time, for human transplantation research.
- All identifiers associated with the embryos will be removed prior to the derivation of human pluripotent stem cells.
- Donors to research will not receive any information about subsequent testing on the embryo or the derived human pluripotent cells.
- Derived cells or cell lines, with all identifiers removed, may be kept for many years.
- It is possible the donated material may have commercial potential, but the donor will receive no financial or other benefit from any future commercial development.
- Human pluripotent stem cell research is not intended to provide direct medical benefit to the embryo donor.
- Donated embryos will not be transferred to a woman’s uterus, nor will the embryos survive the human pluripotent stem cell derivation process. Embryos will be handled respectfully, as is appropriate for all human tissue used in research.
- If the donated embryos were formed with gametes (embryos) from someone other than the patient and her spouse or partner (those who sign this document), the gamete donors may be required to provide a signed, written consent for use of the resulting embryos for research purposes.

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Exhibit C

Storage Fees and Payment Terms

See attached.

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