



**CONSENT TO USE SPERM from
OPEN DONOR IDENTIFICATION PROGRAM**

1. Overview of Open Sperm Donor Identification Program
2. What to Expect
3. Your Rights to Return Vials
4. Privacy, Confidentiality and Use of Information
5. Costs and Reimbursements
6. For More Information
7. Statement of Consent & Certification

My donor identification code is _____. Date ___/___/___

The following paperwork is valid for one year ending at noon on ___/___/____. To continue to utilize reproductive tissues from this same donor or other donors, I agree to complete and sign new documentation (consent to use sperm from open donor identification program).

Recipient initials _____

1. Overview of Open Sperm Donor Identification Program

Open Sperm Donor Identification Programs are the fastest growing trend among tissue and sperm banks primarily because there is additional transparency which provides greater comfort to families. By participating in an open sperm donor identification program, you can select sperm from a donor that is agreeing to at least one form of contact with any of the donation-born offspring once the child turns 18 years of age and requests contact.

When children are conceived from anonymous sperm donors and grow into adulthood, many lament the fact that policies of anonymity cut them off from half of their genetic inheritance. They may hunger to learn more about their donor's story from family traits and life histories. This sense of belonging is taken for granted by most of us, but for these children, it can become a psychological burden. Open identity sperm donation is intended to address this basic human desire.

2. What to Expect

The acceptance of a candidate to the Open Sperm Donor Identification Program is a rigorous process. Evaluations include on-line website questionnaires, comprehensive sperm analysis x2, long-form questionnaire, physical exam, infectious disease testing, Keirse psychological evaluations, genetic testing, and background checks.

Your Choice for Life™



Fertility Center of California
A Reproductive Tissue CryoBank

All Open ID Sperm Donors are accepted into the Fertility Center of California program by adhering to the FDA guidelines located in 21 CFR 1271.

Donor information is protected by law (HIPAA / HITECH) as well as via this Agreement between you and the Fertility Center of California, the manufacturer of the sperm vials. You are encouraged to review and select donors through multiple means including but not limited:

- Donor profiles
- Computer access to donor information
- Discussion with our lab technicians including the donor coordinator
- Genetic counselors
- And by working with your provider of choice.

All donors have prepared a short general audio file that is available to you for \$15. All donors have also prepared handwriting samples which are available to you for \$10. These audio files and handwriting samples may help you identify a more suitable candidate.

As a potential recipient, you may have the opportunity to further communicate with a specific donor via another audio creation experience. You can submit to the Fertility Center of California, a series of up to 10 specific questions. The donor of your choice will be asked to create an audio response to those questions in his own words and within 5 days of your requested submission. There will be times when the potential donor may be unavailable to answer these questions because of unforeseen circumstances. The donor's audio will be reviewed AND modified by the Fertility Center of California to ensure the audio response provides no personal identifying parameters of the donor. You will then receive the audio and may keep this file forever. There are additional charges required for each series of questions.

Recipient initials _____

Most of the donors have been genetically screened through a company known as Sema4. The screening identifies inherited disorders associated with 280 genes including many conditions that are prevalent in people of specific ethnic backgrounds. The genetic testing provides a high detection rate (>95% accurate) for each gene.

Your Choice for Life™

6699 Alvarado Road, Suite 2208
San Diego, CA 92120
(619) 265-0102

www.spermbankcalifornia.com

Page | 2

12791 Newport Avenue, Suite 206
Tustin, CA 92780
(714) 730-3060
1-888-951-CRYO (2796)



Fertility Center of California
A Reproductive Tissue CryoBank

Fertility Center of California encourages every recipient to undergo the same Sema4 genetic screening at a cost of \$275 to determine if there are any potential mutual genetic disorders. Should any genetic disorders become identifiable, you have the option of discussing those results at no charge with a genetic counselor who will indicate the frequency of the disorder and the main potential issues. You can then seek additional medical assurances at your own cost before choosing this donor or moving towards another donor.

Recipient initials _____

Hopefully, by utilizing the Open Sperm Donor Identification Program at FCC, a healthy child will be born. You will then be unconditionally required to provide the Fertility Center of California your contact data, name of the child, parent names, date of birth as well as your email contact information. This data is required immediately following the birth of the child and within 10 days of any changes in the information listed above. This information will be used to respond to a contact request after the child is 18 years of age and without this confirming information, contact with the donor will be denied.

Recipient initials _____

After your offspring reaches the age of majority (18 years of age), he or she can request contact with the donor. The request for contact must be directed to the donor coordinator at Fertility Center of California (info@fertilityctr.com). The request must include the donor identification code, full name of the offspring, and both parents, and the date of birth for confirmation. The offspring will also be asked to provide up to 3 dates and times for this interaction to occur. The coordinator will then contact the donor directly who has 3 options to consider.

- Not to provide any contact with your offspring.
- To provide contact through the Fertility Center of California. This contact can be in the form of a message, phone calls utilizing the Fertility Center of California as an intermediary or by audited letters or emails.
- To provide direct contact to the offspring via phone calls, letters, emails, or in person.

Fertility Center of California staffing will expedite the encounter based on confirmation from the donor and the request of the offspring. The timing of this engagement is based on the availability of all parties involved.

Recipient initials _____

Beyond the initial contact set above, all subsequent communication is at the discretion of the donor and offspring.

Recipient initials _____

Your Choice for Life™



3. Your Rights to Return Donor Vials

The Fertility Center of California has manufactured the contents of the vials being used. In some instances, families will pay to reserve multiple sperm vials to ensure genetic consistency in their offspring. Sperm, when stored properly can be used for 40 years or more. At the sole discretion of the Fertility Center of California management, some tissues may be returned to our tissue bank provided they have NEVER left Fertility Center of California and remained in a frozen state. A restocking fee of one hundred dollars (\$100.00) will apply for each vial.

Recipient initials _____

4. Privacy, Confidentiality and Use of Information

I agree not to attempt to obtain by ANY MANNER the identity and or location of my selected sperm donor. This includes asking family members or others to seek this information on my behalf. If provided to me in any fashion I agree not to keep any written records or disclose this information to anyone.

The sperm donor is waiving ALL rights to any offspring born through assisted reproductive technologies (ART) procedure(s). He has waived his rights of parenthood including control or direction in the nurturing of the offspring and in return, the donor, shall have NO financial responsibilities or obligations towards any offspring at any time.

I acknowledge that should I, anyone in my family, or friends, intentionally find or locate the identity of the sperm donor, the donor may pursue the appropriate legal action for breach of contract for up to 1 million dollars. By signing this document, I am attesting that I understand and agree without reservation to my liability with this donor.

Recipient initials _____

I, the Client, will be the legal parent of the child(ren) born to Client with the use of donated sperm and will be responsible for their support and custody. Client may wish to consult legal counsel regarding co-parenting rights.

Recipient initials _____

After my offspring reaches the age of majority (18 years of age), he or she can request contact with the donor through the Fertility Center of California as described above. FCC staffing will attempt to complete one directed contact between the offspring and the donor after which it is entirely at the discretion of each party to continue such communication.

Recipient initials _____



Fertility Center of California
A Reproductive Tissue CryoBank

If the donor chooses to directly release his contact information to the offspring after an encounter arranged by the Fertility Center of California, then the Fertility Center of California shall be held harmless against any and all claims following that encounter.

Recipient initials _____

Fertility Center of California and the recipient hereby agree that faxed (facsimile) documentation as well as electronic documentation shall have the same legal authority as original copies.

Recipient initials _____

Changes to donor screening requirements or the discovery of new medical or genetic information about a donor may restrict or prohibit the release of some or all specimens. If the release of sperm vials is restricted, then a signed consent may be required from the recipient and the recipient's responsible provider. Fertility Center of California may unilaterally decide to restrict the release of any vial. The recipient acknowledges and accepts the risk that all sperm vials may be restricted or prohibited from release due to changes in donor screening requirements or the discovery of new medical or genetic information about the donor.

Recipient initials _____

5. Costs and Reimbursements

Following acceptance, the charge to purchase a vial of sperm for the open sperm donor identification program is as follows:

Description	Anonymous Program	Open ID Donor Program
ICI premium	\$ 635	\$ 635
ICI platinum	\$ 695	\$ 695
IUI premium	\$ 635	\$ 635
IUI Platinum	\$ 695	\$ 695
ART	\$ 350 2 vials minimum purchase	350 2 vials minimum purchase

Patients purchasing 4 or more vials at the same time, shall be entitled to one year of free storage ending 365 days from the date of the purchase. This is worth a total value of four hundred and twenty-five dollars (\$425).

Recipient initials _____

Your Choice for Life™



Fertility Center of California
A Reproductive Tissue CryoBank

Should I request to obtain general donor audio, I agree to pay \$15 for each new audio released to me.

Recipient initials _____

Should I request to obtain a hand-writing sample, I agree to pay \$10 for each patient sample released to me.

Recipient initials _____

Should I request to obtain specific donor audio, that would respond to about 10 questions in a 5-minute recording, then I agree to pay \$250 for each new audio released to me.

Recipient initials _____

Most of the donors have been tested through a company known as Sema4 for 280 expanded carrier genetics. The Fertility Center of California has encouraged the recipient to undergo the same Sema4 genetic screening for \$275 to determine if there are any potential genetic matching disorders.

Recipient initials _____

I have knowingly and willingly chosen the Fertility Center of California as the source of my open ID donor semen. By entering a provider name (either staff from Fertility Center of California or not) in the space provided, I have further selected the professional services of Doctor / Physician Assistant / Nurse Practitioner _____ and/or his assistants to perform one or more ART cycles for the purpose of obtaining a pregnancy. Under some circumstances, I have decided to proceed with a home insemination. I understand and acknowledge that the above physician and/or his/her assistants, has thoroughly and clearly explained to me the procedures, risks, and complications that may accompany therapeutic donor insemination, conception, and delivery for either a home (known as an intracervical insemination) or office based insemination (known as an intrauterine insemination). The semen vial(s) from this donor can be used for ART as directed by a licensed Provider with his/her written order.

Recipient initials _____

Your Choice for Life™



Fertility Center of California
A Reproductive Tissue CryoBank

To purchase any specimen, the recipient must:

- Obtain a purchase vial order from a licensed practitioner. If the recipient does not have a licensed practitioner, she can utilize the Fertility Center of California nurse practitioner, when available, however, this will require an evaluation consultation based on the current fees.
- Select the required donor
- Completed this documentation that is verified and acceptable solely at the discretion of the Fertility Center of California.
- Must pay for the specimens as outlined in the costs and reimbursement section.

Recipient initials _____

All purchases are final and there are NO refunds or exchanges, except pursuant to the vial exchange program. The specimen fees and terms of the vial exchange program rules are subject to change without notice.

Recipient initials _____

Once a vial(s) leaves the Fertility Center of California laboratory, whether picked up by a patient or delivered by a courier, the Fertility Center of California cannot guarantee, cannot warrant or guarantee any outcoming including but not limited to pregnancy, miscarriage or live-birth. It is acknowledged that the Fertility Center of California has no control/jurisdiction over any physician's directives.

Recipient initials _____

Fertility Center of California is committed to providing quality specimens. Fertility Center of California evaluates specimens pre and post thaw to ensure current quality standards. IUI specimens are processed and ready for intrauterine inseminations, ICU specimens are processed and ready for intracervical inseminations and ART specimens are processed and ready for in-vitro fertilization.

Recipient initials _____

The Fertility Center of California quality standard guarantee is described on its website (www.spermbankcalifornia.com) and discussed more fully below. If a vial of donor sperm thawed at the Client's clinic fails to meet this quality standard, as documented by the clinic in accordance with Fertility Center of California guidelines, then Fertility Center of California will give Client a free replacement vial; if no replacement vial is available, Fertility Center of California will give Client a credit so another donor may be chosen. Fertility Center of California provides clear and detailed instructions for specimen handling and complaint reporting with every shipment. The criteria for qualifying for a replacement or credit are objectively verifiable and are not flexible. This is the exclusive remedy for a sub-standard vial.

Recipient initials _____

Your Choice for Life™



Fertility Center of California
A Reproductive Tissue CryoBank

If a specimen fails to meet the applicable quality standard set forth in the table below, Client’s clinic should complete the “Specimen Complain Form” available on the Fertility Center of California website or by calling the Fertility Center of California lab at 619-265-0102. Fertility Center of California must receive the completed Specimen Complaint Form within thirty (30) days after the specimen was thawed.

Specimen Type	Total Motile Sperm Count / milliliter (TMSC)	Clinical Use
Premium vial	5 – 20 million/vial	Ready for either IUI or ICI depending on provider order
Platinum vial	> 20 million/vial	Ready for either IUI or ICI depending on provider order
ART vial	>1-10 million/vial	Ready for IVF use per provider order

Recipient initials _____

To qualify for the guarantee, the clinic must have followed all Fertility Center of California printed thaw procedures enclosed in each shipment and other written handling instructions. The clinic must have performed the required semen analysis after thawing and prior to any processing, and the total motile sperm count (“TMSC”) must be below the standard. Note that TMSC will vary by about 10%-30%, depending on the lab personnel and counting methodology. By way of example, if the FCC laboratory determined a specimen contained twenty million TMSC, then FCC would expect Client’s clinic to find between fourteen million and twenty-six million TMSC. Client may still qualify for a replacement if Client’s clinic count is below the stated standard, but a TSMC in this range is normal.

Recipient initials _____

The replacement or credit is for the Specimen only; additional costs, such as shipping, handling, or any other associated charges, are not refunded or credited.

Recipient initials _____

The remedy described in Fertility Center of California quality standard guarantee is the exclusive remedy available to Client from Fertility Center of California. Fertility Center of California will not reimburse, compensate, or otherwise provide Client with any other remedies, even if Client’s fertility procedure cannot be completed. In no event will Fertility Center of California or its Affiliates be liable for special, consequential, or incidental damages, including, without limitation, any costs or expenses associated with Client’s fertility treatment or travel expenses related to treatment.

Recipient initials _____

6. For More Information

Your Choice for Life™

6699 Alvarado Road, Suite 2208
San Diego, CA 92120
(619) 265-0102

12791 Newport Avenue, Suite 206
Tustin, CA 92780
(714) 730-3060



Fertility Center of California
A Reproductive Tissue CryoBank

For more information regarding this Agreement to use sperm from the FCC Sperm Donor Open Identification Program as well as to provide an address or contact information in the future, the donor agrees to contact the following authorized personal.

Jackie Jackie@fertilityctr.com
Aron Aron@fertilityctr.com
Mel Mel@fertilityctr.com

Alternatively, the above staff can be reached at:
Fertility Center of California
6699 Alvarado Road
Suite 2208
San Diego, CA 92120

7. Statement of Consent & Certification This informed consent to use sperm is intended to provide the basic information a recipient should understand before they decide to participate in the Open Sperm Donor Identification Program at the Fertility Center of California.

I understand that any aspect of this consent form that I do not understand can be explained to me in further detail by asking Aron, Jackie, Mel, or their associates. I certify and attest that I have no other questions and fully understand all aspects of this agreement.

Recipient initials _____

I certify that I have been informed regarding the nature and character, risks, and benefits of using Open Identification Sperm Donor reproductive tissues and recognized possible risks, complications, and anticipated benefits involved in my proposed participation.

Recipient initials _____

I understand that the donors have been carefully selected and screened following recommended guidelines. Semen donors are not affiliated in any way with the Fertility Center of California. They voluntarily participate to help infertility patients or single women increase their quality of life through having children. Due to the rigorous screening/acceptance process involving health, fertility potential, physical characteristics, education, and attitude, less than 2% of potential applicants are accepted as contributing donors.

Recipient initials _____

Your Choice for Life™



Fertility Center of California
A Reproductive Tissue CryoBank

The donors have been initially and periodically screened for infectious viral/bacterial agents and sexually transmitted diseases such as, but not limited to, HIV, HTLV, Hepatitis B, Hepatitis C, CMV, Syphilis, Gonorrhea, and Chlamydia. Cryopreserved donor semen will only be released after each sample has been quarantined for at least 180 days and negative results have been obtained for the above-mentioned tests performed by clinically licensed laboratories based on today's available methodologies and their limitations. Both intrauterine (IUI) and intracervical (ICI) vials contain at least 10 million (or 15 million for premium plus vials) motile sperm upon thawing. IVF vials will be under 10 million motile sperm upon thawing.

Recipient initials _____

Neither the Fertility Center of California nor the treating provider can guarantee that a pregnancy and live birth will result from the ART utilization of the sperm. Furthermore, Neither the Fertility Center of California nor the treating provider can guarantee that any child born through ART with the utilization of this sperm will be of the desired sex and/or free of any mental and/or physical defects and thus, neither assumes the responsibility for the physical, mental and/or behavioral characteristics of any child/children born.

Recipient initials _____

Reproductive medicine and working with human reproductive tissues involve risks, uncertainties, and costs. The Fertility Center of California takes responsibility for addressing some of these risks, but not all of them. One purpose of this document is to clearly define what the Fertility Center of California is offering and, perhaps more importantly, what the Fertility Center of California is NOT offering.

Recipient initials _____

All Fertility Center of California products and services (including without limitation specimens and the collection, processing, testing, storing, freezing, thawing, and shipping of specimens) are provided "as is" without representation or warranties of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and noninfringement, further, client acknowledges and agrees to the following specific disclosures.

Fertility Center of California does not warrant that specimens are free of genetic defects or diseases, that a pregnancy will result from the use of a specimen, or that a child born using a frozen specimen will be free of disease or mental defects.

Genetic disease and infectious disease screening reduce the risk of transmitting inherited and infectious disease but does not eliminate the possibility.

Your Choice for Life™

6699 Alvarado Road, Suite 2208
San Diego, CA 92120
(619) 265-0102

www.spermbankcalifornia.com

Page | 10

12791 Newport Avenue, Suite 206
Tustin, CA 92780
(714) 730-3060
1-888-951-CRYO (2796)



Fertility Center of California
A Reproductive Tissue CryoBank

The Fertility Center of California relies on information provided by its donors during the screening process and in preparing the donor catalog and other information. Although Fertility Center of California takes reasonable efforts to confirm the accuracy of the donor descriptions and donor information, Fertility Center of California does not make any representations or warranties regarding the correctness, accuracy, reliability, timeliness, or suitability of such information or the actual qualifications, characteristics or descriptions of any donor.

Recipient initials _____

I absolve and indemnify the Fertility Center of California including its owners, officer, staff, employees, and consultants of any lawsuits or claims arising from this action of utilizing these reproductive tissues under all circumstances.

Recipient initials _____

This agreement constitutes the entire agreement between the parties concerning the subject matter listed above and is the entire agreement and understanding.

Recipient initials _____

Fertility Center of California firmly desires to resolve all disputes arising hereunder without resorting to litigation to protect its respective business reputations and the confidential nature of certain aspects of this relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association, or such other arbitration association as Fertility Center of California may select, in its sole discretion, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator or arbitrators shall be binding and conclusive on the parties, and shall be kept confidential by the parties to the greatest extent possible.

Recipient initials _____

This Agreement represents the entire agreement between Fertility Center of California and Client concerning the subject matter; and there are no understandings, agreements, or representations other than as herein set forth. This Agreement may be modified only by a writing signed by both parties.

This Agreement has been executed and delivered within the State of California and shall be governed by California law.

Recipient initials _____

This Agreement may not be assigned, except by Fertility Center of California to an Affiliate. This Agreement will be binding upon the parties and their respective assignees, heirs, executors, and administrators.

Recipient initials _____

No Warranties / Limitations of FCC's Liability

Your Choice for Life™

6699 Alvarado Road, Suite 2208
San Diego, CA 92120
(619) 265-0102

www.spermbankcalifornia.com

12791 Newport Avenue, Suite 206
Tustin, CA 92780
(714) 730-3060

1-888-951-CRYO (2796)



Fertility Center of California
A Reproductive Tissue CryoBank

Reproductive medicine and working with human reproductive tissues involve risk, uncertainties, and costs. Fertility Center of California takes responsibility for addressing some of those risks, but not all of them. Our purpose of this document is to define clearly what Fertility Center of California is offering and, perhaps more importantly, what Fertility Center of California is not offering.

Except for the Quality Standard Guarantee, vials are provided “as is” with no warranties of any kind, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

Except for the specific remedies described in this Agreement, Fertility Center of California will not provide any compensation, refund or reimbursement for a sub-standard vial, a shipment delay or failure, a cancelled or unsuccessful cycle or for any other reasons or in any other circumstance.

Fertility Center of California has designed the donor program with the expectation that its costs are limited to those necessary to provide the specific services and remedies set forth in this Agreement. Fertility Center of California would not make donor sperm available without these limitations. If Client has expectations that Fertility Center of California is or should be responsible for any other type of risk, cost, or expense, the we are sorry, but Fertility Center of California is not the right sperm bank for the Client

Recipient initials _____

[no further writing on this page]

Your Choice for Life™

6699 Alvarado Road, Suite 2208
San Diego, CA 92120
(619) 265-0102

www.spermbankcalifornia.com

Page | 12

12791 Newport Avenue, Suite 206
Tustin, CA 92780
(714) 730-3060
1-888-951-CRYO (2796)



Fertility Center of California
A Reproductive Tissue CryoBank

I, _____ certify that I have read this consent and all my questions have been fully answered. I am 18 years of age or older and following thoughtful consideration, I have decided to undergo therapeutic ART (artificial reproductive technologies) by using sperm through an Open Sperm Donor Identification Program at the Fertility Center of California. I agree to all the terms and conditions of this consent without reservation or restriction. In doing so, I wish to utilize sperm from the Open Sperm Donor Identification Program at the Fertility Center of California and will follow all the guidelines and directions provided above.

I, _____ further attest that this is my legal name, that I am the patient being inseminated and agree to the terms of this agreement as well as any procedure or storage agreements or consents, and that I am entering into a legal and binding contract with Fertility Center of California.

_____/_____/_____
Recipient Signature

Print name
_____/_____/_____

FCC Witness Signature

Your Choice for Life™

6699 Alvarado Road, Suite 2208
San Diego, CA 92120
(619) 265-0102

12791 Newport Avenue, Suite 206
Tustin, CA 92780
(714) 730-3060