

**THE FERTILITY CENTER, LLC
CRYOPRESERVATION INFORMATION
STATEMENT**

PURPOSE



The purpose of this document is to provide information on the treatment option of human embryo cryopreservation. Cryopreservation is the freezing of embryos or blastocysts (collectively referred to as embryos) which result from In Vitro Fertilization (IVF) procedures. This document is designed to provide you with information about cryopreservation so that you may determine whether to utilize this therapy. While this document is comprehensive, it can not be all inclusive. You are encouraged to ask the IVF team any questions you may have about cryopreservation. Please read this document carefully and completely.

In order to utilize cryopreservation, you will be required to complete a separate statement delineating your consent to the treatment and setting forth your desires with respect to use and disposition of your embryos. This statement must be completed **prior** to initiating any treatment. You are encouraged to seek legal advice from an attorney prior to signing the attached statement. Neither this document nor the attached legal statement should be construed as legal advice. However, once signed, the legal statement will be legally binding upon you.

WHEN CRYOPRESERVATION IS AN OPTION

Cryopreservation is available to preserve excess, good quality embryos from any IVF cycle. If you decided to use cryopreservation, all suitable excess embryos will be frozen at the appropriate time and stored for later use. You must decide whether you will use cryopreservation before the egg retrieval. It is recommended that you decide about cryopreservation before beginning IVF treatment.

THE BENEFITS OF CRYOPRESERVATION

Cryopreservation increases the likelihood of pregnancy per treatment cycle. Cryopreserved embryos can be thawed and transferred to the uterus during a subsequent cycle. Thus, it may be possible to achieve a pregnancy without repeating ovarian stimulation and egg retrieval.

The procedure has been utilized internationally. To date, thousands of clinical pregnancies have resulted from cryopreserved embryos. There no evidence that embryo cryopreservation has increased the incidence of congenital anomalies in children resulting from the cryopreserved embryo transfer.

STORAGE OF CRYOPRESERVED EMBRYOS

The cryopreserved embryos will be stored in a liquid nitrogen tank in the IVF laboratory. As with any technique that requires mechanical support systems, equipment or technical failure may occur which may result in the loss of your cryopreserved embryo(s). Also, unforeseen situations may occur which are beyond the control of the IVF laboratory and may result in loss or damage to your embryos.

USE OF CRYOPRESERVED EMBRYOS

Cryopreserved embryos will remain frozen until you decide to proceed with a Frozen Embryo Transfer cycle. After notifying The Fertility Center, LLC of your intentions, the IVF team will plan your cycle and schedule your monitoring appointments. Your cycle plan will include medications such as Lupron, Estrace and Progesterone to prepare the uterus for receipt of the embryos. Vaginal ultrasound and bloodwork are to monitor your progress.

At the correct point in your cycle, the agreed upon number of embryos will be thawed. The embryologist will use a culture media with a sterile protein solution in the thawing process. The embryos are evaluated by the embryologist to assess development. If, after thawing, an embryo does not survive or develop normally it will not be transferred.

RISKS OF CRYOPRESERVATION

Although embryos are easily frozen, there is no guarantee that any or all of the embryos will survive the thawing process. There is no guarantee that those embryos which survive thawing will continue to develop normally. Due to the fragile nature of embryos, they may be damaged or destroyed while in the IVF laboratory. Contamination may occur despite proper care by the embryologist during routine procedures. The possibility of loss or damage to the embryos while in the IVF laboratory is a risk which must be recognized and one which increases the emotional and financial risk of treatment.

OWNERSHIP

The law of the Commonwealth of Pennsylvania governs all aspects of your care including the use and disposition of your embryos. Under current Pennsylvania law, you, as the intended mother and intended father are the joint owners of the embryos that result from the IVF process. Thus, both intended parents must consent to the use and disposition of any and all embryos. Stated differently, before any embryos may be transferred to the uterus of the intended mother, both intended partners must consent to the procedure. Similarly, both intended parents must consent to the disposition of the embryos.

Both intended parents must agree to alternative arrangements for the use and disposition of your embryos. The alternative arrangements must be in accordance with applicable Pennsylvania law. These alternative arrangements must be set forth in writing and provided to the IVF team before a treatment cycle begins. We recommend that you consult legal counsel in the event you choose to make alternative arrangements. We require that you attach any document which outlines any alternative arrangements you have made to this executed information statement.

COSTS

You will be personally responsible for the costs of cryopreservation services. These expenses will include freezing and ongoing storage charges. Please request the current fee schedule to be informed of the costs if you are interested in cryopreservation. In the event that you can no longer pay the storage costs, all embryos will be disposed of in accordance with your directive on the legal statement. You will be required to execute a document which acknowledges your financial obligation of cryopreservation costs.

DISPOSITION

Before selecting your disposition desires in the attached legal statement, you will be required to complete that portion of the legal statement to set forth your wishes regarding transfer of ownership of your embryos in the event of your death(s), separation, divorce, desire to terminate cryopreservation services and failure of your payment obligation. Thereafter, you will be asked to select disposition options.

Embryos may be disposed of in three ways unless directed otherwise by both intended parents in writing provided such request is in accordance with applicable law. First, you may elect to anonymously donate any or all or your unused embryos to another infertile couple. Second, you may elect to have The Fertility Center, LLC dispose of your embryos ethically in accordance with standard procedures and applicable legal requirements, if any. Third, you may elect to donate your embryos to The Fertility Center, LLC for use by its laboratory training purposes. Such use would not constitute research or experimentation.

In the event that you elect to anonymously donate your embryos to another infertile couple, there is a process that needs to be followed. Both partners are required to sign a consent indicating the intent to donate embryos to another couple. Both partners may also be required to complete relevant communicable disease testing and screening as required by FDA. You will not be responsible for the costs of this testing and screening.

Embryos may be disposed of at different times. You may elect to dispose of your embryos at any time. Disposition may also occur upon a triggering event such as death, separation or divorce. Regardless of the timing, the disposition options you select on the legal statement will stand unless there is a legally enforceable document which supersedes the legal statement or there is directive from a court regarding your embryos.

Disposition may also occur due to your inaction. Unless alternative arrangements are made by you prior to the three year anniversary of your egg retrieval, The Fertility Center, LLC, without prior notification, may immediately dispose of your embryos in accordance with your legal statement. To avoid such action, you must execute a new legal statement prior to the three year anniversary noted above. Also, should you fail to pay The Fertility Center, LLC for the cryopreservation and/or storage costs when due, The Fertility Center, LLC, without prior notification, may immediately dispose of your frozen embryos. The Fertility Center, LLC retains the right to take all steps available to collect past due sums.

The Fertility Center, LLC may, in its sole discretion, determine that it is no longer desirable to offer cryopreservation services. In such a circumstance, you will be contacted by certified mail at your last known address. All reasonable efforts will be made to arrange for the disposition of your frozen embryos which remain in storage in accordance with your desires at such time. However, if you do not respond to such notice within thirty days, the embryos will be thawed and disposed of ethically in accordance with standard procedures and applicable legal requirements, if any.

LEGAL STATEMENT

This legal statement is executed this _____ day of _____ 200__ by _____ (Intended Mother) and _____ (Intended Father).

In executing this legal statement, we, the Intended Parents hereby certify that we have read and understand the within cryopreservation information statement. We certify that we have addressed all of our questions regarding cryopreservation, its risks, benefits, as well as the use and disposition of cryopreserved embryos to our physician(s) and received satisfactory answers thereto. The Fertility Center, LLC has not provided any legal advice to us.

_____ We elect to use cryopreservation services for this treatment cycle and any subsequent treatment cycles until our election is revoked in writing and provided to The Fertility Center, LLC and our treating physicians.

_____ We do not elect to use cryopreservation services for this treatment cycle and any subsequent treatment cycles.

If you have elected to use cryopreservation services, please complete the remaining portion of this legal statement.

This day, we execute this legal statement which sets forth our intent to voluntarily utilize cryopreservation services to freeze any appropriate embryos resulting from this and any subsequent treatment cycle. In so doing, we agree to accept the risks and disclaimers as set forth in the cryopreservation information statement. We further agree as follows:

PART I.

1. In the event that our marital relationship is terminated due to either of our deaths and there is no other legally enforceable document which supersedes this legal statement, or directive from the court addressing our cryopreserved embryos, after satisfactory proof of death to The Fertility Center, LLC and the passage of 30 days, ownership, including all obligations thereof, of any remaining cryopreserved embryos passes to the surviving spouse.
2. In the event that our marital relationship is terminated due to both of our deaths, such deaths being simultaneous or within 30 days of each other, and there is no other legally enforceable document which supersedes this legal statement, or directive from the court, ownership, including the obligations thereof, of any remaining cryopreserved embryos immediately passes to The Fertility Center, LLC who is directed to dispose of the embryos as outlined in Part II below.

3. In the event that our marital relationship is terminated as a result of dissolution proceedings (i.e. divorce), and there is no other legally enforceable agreement which supersedes this legal statement or directive from the court addressing the disposition or our embryos, after satisfactory proof to The Fertility Center, LLC, ownership, including all obligations thereof, of any remaining cryopreserved embryos passes to: (select only one)
- A. ___ The Fertility Center, LLC for disposition as outlined in part II below;
 - B. ___ intended mother to use or dispose of as she solely desires;
 - C. ___ intended father to use or dispose of as he solely desires.
4. In the event that we become legally separated and there is no other legally enforceable agreement which supersedes this legal statement or directive from the court addressing the disposition of our embryos, after written notification to The Fertility Center, LLC executed by both parties advising of the separation and consenting to transfer of possession of the embryos in accordance with this legal statement, ownership, and all obligations thereof, of any remaining cryopreserved embryos passes to: (select one)
- A. ___ The Fertility Center, LLC for disposition as outlined in part II below;
 - B. ___ intended mother to use or dispose of as she solely desires;
 - C. ___ intended father to use or dispose of as he solely desires.
5. In the event of my death as the single owner of cryopreserved embryos and there is no other legally enforceable document which supersedes this legal statement or directive from the court addressing the disposition of my embryos, ownership, including the obligations thereof, of any remaining cryopreserved embryos immediately passes to The Fertility Center, LLC physician who is directed to dispose of the embryos as outlined in Part II below.

6. In the event of my death as a nonmarried joint owner of cryopreserved embryos and there is no other legally enforceable document which supersedes this legal statement or directive from the court addressing the disposition of our embryos, ownership, including the obligations thereof, of any remaining cryopreserved embryos immediately passes to: (select one)
- A. ___ The Fertility Center, LLC for disposition as outlined in part II below;
- B. ___ to the remaining nonmarried partner and joint owner to use or dispose of as she/he solely desires:
7. In the event that we as nonmarried joint owners of cryopreserved embryos should both die, such deaths being simultaneous or within 30 days of each other, and there is no other legally enforceable document which supersedes this legal statement, or directive from the court addressing our cryopreserved embryos, ownership, including the obligations thereof, of any remaining cryopreserved embryos immediately passes to The Fertility Center, LLC who is directed to dispose of the embryos as outlined in Part II below.
8. In the event that I/we decide to discontinue cryopreservation of my/our embryos while in treatment or upon leaving treatment, I/we agree to advise The Fertility Center, LLC of my/our decision and execute the required authorization form. Should I/we fail to execute the required form(s) and there is no other legally enforceable agreement which supersedes this legal statement or directive from the court addressing the disposition of my/our embryos, ownership, and all obligations thereof, of any remaining embryos passes to The Fertility Center, LLC for disposition as outlined in part II.
9. In the event that I/we have failed to execute another legal statement prior to the third anniversary of the egg retrieval procedure which resulted in the production of the embryos presently cryopreserved, ownership, and the obligations thereof, of any remaining cryopreserved embryos passes to The Fertility Center, LLC for disposition as outlined in part II, without the requirement of prior notification.
10. If, at any time, The Fertility Center, LLC determines that the appropriate costs for cryopreservation of my/our embryos are delinquent or past due, and regardless of my/our marital status, ownership of any cryopreserved embryos immediately passes to The Fertility Center, LLC for disposition as determined in part II without the requirement of prior notification.

