# CRYOSTORAGE AGREEMENT

Embryos • Sperm • Oocytes (Eggs) | Single or Joint Depositors | New and Existing Clients

This Cryostorage Agreement ("Agreement") is between **BHC, LLC dba Cryopoint**, an Indiana limited liability company in Brownsburg, Indiana ("Cryopoint," "we," "us"), and the person(s) identified in Schedule B ("Depositor(s)," "you"). It governs long-term storage of the embryos, sperm and/or oocytes identified in Schedule B ("Specimens"). Your Clinic, not Cryopoint, performs the cryopreservation. The separate Cryopoint Pricing Schedule/Notice ("Pricing Schedule"), Schedule A and Schedule B are part of this Agreement.

**To complete:** fill in Schedule B; review this Agreement and the Pricing Schedule; complete all applicable Disposition Elections in Schedule A; and sign or accept in Section 16. Joint Depositors must each accept separately.

## 1. Definitions

"**Clinic**" means your physician or fertility clinic that cryopreserves your Specimens. "**Fees**" means storage and other charges in the Pricing Schedule. "**Storage Period**" means each billing period (monthly, one year or five years, per your plan); the first begins in the month Cryopoint receives the Specimens. "**Discard**" means thawing and disposing of Specimens professionally and ethically, as determined by Cryopoint; Discarded Specimens cannot be recovered or used for reproduction by anyone. "**Disposition Elections**" means your choices in Schedule A. "**Designated Owner**" means a person named in Schedule A to take ownership after death once that person signs a new cryostorage agreement. "**Donation Program**" means Cryopoint's embryo/gamete donation program or an outside donation agency.

## 2. Specimens, ownership and control

All terms apply to each Specimen type unless stated otherwise. **Embryos held by Joint Depositors** require both Depositors' authorization for every release, transfer, donation, termination or change to elections, unless this Agreement or an election provides otherwise (including sole control by a surviving Depositor) or Cryopoint receives a final court order; Cryopoint will not act on one Joint Depositor's instructions alone. **Sperm and oocytes** are held for one Depositor, who alone controls them. If a Depositor was under 18 when Specimens were collected, a parent/legal guardian must also sign required documents; at 18, the Depositor may direct Cryopoint without parental/guardian consent. If a Depositor dies while a minor, Section 9 and Schedule A apply.

## 3. Receipt, records and confidentiality

Cryopoint stores Specimens received from your Clinic and may update its procedures to reflect industry practices, laws or regulations. You authorize release to Cryopoint of health records relating to the Specimens, including medical records and infectious-disease test results, which Cryopoint keeps confidential on its site or servers. Confirmed positive infectious-disease results may be reported to you and/or your physician when required by law or regulation, consistent with your records-release authorization.

## 4. Storage conditions and risks

Cryopoint stores Specimens using methods consistent with the state of the art when you enter this Agreement, with storage monitored 24/7. You confirm you have been advised about cryopreservation. Cryopoint does not guarantee normal embryonic development, survival through thawing, pregnancy or live birth; results depend largely on Specimen quality and your Clinic's cryopreservation procedures. Except as expressly stated, Cryopoint disclaims all express or implied warranties, including merchantability and fitness for a particular purpose. Long-term storage risks cannot be eliminated and include equipment/tank failure, loss of liquid nitrogen, power/utility failure, natural disaster, thawing damage and shipping damage. Liability is limited under Section 10.

## 5. Term and billing notices

This Agreement begins when accepted (or, if earlier, when Cryopoint receives your Specimens) and continues for successive Storage Periods until terminated under Section 11. This Agreement does not auto-renew. On the monthly plan, your card is charged when Cryopoint receives your Specimens (for that first month) and then on the 1st of each month under your card authorization (recurring monthly autobilling) until you cancel autobilling. You may cancel autobilling or end storage by phone (317-350-2083) or email (info@cryopointllc.com) with at least 30 days' notice; to cancel autobilling, notify Cryopoint at least 30 days before the next 1st. To end storage, you must also sign Cryopoint's termination agreement and final disposition forms (Section 11). For 1-year and 5-year prepaid plans, Cryopoint's billing system sends a billing notice for each prepaid term 5 days before the payment due date. Unpaid amounts are handled under the nonpayment, default and abandonment rules in Sections 7 and 9.

## 6. Fees, billing and payment

You must pay all Fees in advance under the Pricing Schedule, which controls if pricing terms conflict; do not rely on pricing in any prior agreement. One storage rate applies to embryos, sperm and oocytes.

- **Monthly plan:** autobilling only; your card on file in Cryopoint's secure QuickBooks payment account is charged on the 1st of each month, and you must keep a valid card on file.
- **1-year and 5-year prepaid plans:** invoiced in advance for the full term; pay by credit card, ACH, debit card or check.
- **Card fee:** a 3% fee applies only to 1-year and 5-year prepaid payments made by credit card; no fee applies to debit card, prepaid card, ACH or check payments or to monthly autobilling. The fee will not exceed Cryopoint's cost of accepting the card, is shown before payment and on the receipt, and is reduced or waived where the law or card-network rules limit it.
- **Cancer Patient Program:** eligible patients qualified directly through Cryopoint receive 25% off 1-year and 5-year prepaid rates; not available for monthly autobilling.
- **Late fee:** for 1-year and 5-year prepaid accounts only, $25 for each month a payment is overdue; no late fee on monthly autobilling.
- Transportation (including to/from your Clinic) is charged separately. Joint Depositors are jointly and severally liable for all amounts owed. Cryopoint may change Fees on at least 30 days' notice; changes do not affect a paid prepaid term. **All Fees are non-refundable**, even if Specimens are released, transferred or Discarded early.

### 7. Nonpayment, default and collections

You are in **default** if all Fees, transportation costs and other amounts due are not paid by the **60th day after the 1st of the month in which a Storage Period begins** (for monthly billing, each month is a Storage Period starting on the 1st). A declined monthly charge may be retried and you will be notified as described in the Pricing Schedule; it remains due and becomes a default if unpaid by day 60. On default, Cryopoint may refer your account to an attorney or collection agency, and you agree to pay collection costs, including agency and attorney fees. **Cryopoint may Discard all Specimens after sending written notice to your last known mailing address (and email, if provided) at least 30 days in advance.**

### 8. Release, transfer and shipping

Specimens may be released only for (a) the Depositor's own fertility treatment (for embryos, implantation in the female Depositor); (b) use with a gestational carrier designated by the Depositor(s); or (c) donation through the Donation Program; and only to a licensed physician who completes Cryopoint's product order form.

- **Own treatment:** express Depositor authorization (both Joint Depositors) and recipient Clinic authorization.
- **Gestational carrier:** Depositor(s) and Clinic authorization; FDA-compliance documentation for both gamete providers if gametes were retrieved on/after May 25, 2005 (for earlier retrievals lacking it, a release signed by the physician, gestational carrier and Depositor(s)); and Cryopoint informed-consent documents signed by the carrier, Depositor(s) and authorized Clinic medical staff.
- **Donation:** a gift without compensation. Requires signed donation forms; serology/virology testing of you and the gamete donor(s) at least six months after retrieval, with results accepted by Cryopoint; requested medical/genetic histories and screenings accepted by Cryopoint; and all recipient, partner (if any) and Clinic forms, including donation and informed-consent forms.

Shipping is at your expense. Cryopoint is not responsible for damage while Specimens are outside its possession and control, including in transit or at a Clinic or other facility. If Cryopoint stops operating its storage facility, it may, 30 days after written notice to your last known address, transfer its obligations and your Specimens to a similar storage facility.

### 9. Death, divorce/separation, incapacity and abandonment

Cryopoint follows your Schedule A elections. **If no death election is fully completed, the default is Discard** on the death of a Depositor (or either or both Joint Depositors). A minor Depositor's Specimens are Discarded on receipt of the death certificate, regardless of any election. For Joint Depositors' embryos, on divorce, legal separation or end of the relationship, either Depositor must notify Cryopoint in writing; Cryopoint follows Schedule A, a final court order controls, and until Cryopoint receives joint written instructions or a court order it continues storage (if Fees are paid) and will not release embryos to either person alone. If a Depositor becomes legally incapacitated, Cryopoint may act on instructions from a court-appointed guardian or an agent under a valid power of attorney only after verifying their authority to its satisfaction. Specimens are abandoned if you are in default and Cryopoint cannot reach you after reasonable attempts using your contact information on file; abandonment status begins after 60 days of nonpayment, and Cryopoint may then Discard after the notice in Section 7. If a Designated Owner does not accept, respond or cannot be located within 60 days after Cryopoint's first contact attempt, Cryopoint will Discard. You may change elections by submitting a new Schedule A (both Joint Depositors must sign for embryos); new elections apply when Cryopoint confirms receipt.

### 10. Limits of liability, release and indemnification

Cryopoint's responsibility is limited to adequate cryostorage consistent with the state of the art when you enter this Agreement. You hold Cryopoint, its affiliates and their owners, managers, officers, members, agents and employees ("Cryopoint Parties") harmless for damage while Specimens are outside Cryopoint's possession and control. You irrevocably release and waive all claims against the Cryopoint Parties arising from (a) damage, destruction or loss of Specimens, except to

the extent caused by Cryopoint's gross negligence or willful misconduct, and (b) abnormalities, birth defects, hereditary characteristics, infectious or genetic disease, or other adverse consequences from use of a Specimen. **Cryopoint's total liability will not exceed the Fees you paid.** You will indemnify and hold harmless the Cryopoint Parties from all losses, claims, judgments, expenses and damages (including attorneys' fees and settlements) arising from use, storage, release or disposition of Specimens, including ownership/possession claims, claims by or for a child born from a Specimen, and claims by any other party relating to this Agreement. If ownership or possession is disputed, or Cryopoint cannot verify an authorization, power of attorney or instruction, Cryopoint may deposit the affected Specimens with the U.S. District Court for the Southern District of Indiana or another court with jurisdiction, or start appropriate proceedings, and be discharged from further duties; accrued Fees and indemnification rights remain.

## 11. Termination

This Agreement and Cryopoint's storage duties end when all Specimens are released; all Specimens are disposed of under Section 7 or 9 or Schedule A; or you (both Joint Depositors) sign Cryopoint's termination agreement and final disposition forms. To end storage, call 317-350-2083 or email info@cryopointllc.com with at least 30 days' notice; Cryopoint will then send the termination agreement and final disposition forms for you (both Joint Depositors) to sign. Paid Fees are not refunded. Amounts owed and Sections 7, 10 and 15 survive termination.

## 12. Contact information and notices

Keep your mailing address, phone number and email current by notifying Cryopoint by email or phone; each Joint Depositor maintains their own details. Notices may be sent to the most recent mailing or email address you supplied and are effective when sent, even if not received because your information was outdated. Notices to Cryopoint: BHC, LLC dba Cryopoint, 1533 E. Northfield Dr., Brownsburg, Indiana 46112; info@cryopointllc.com; 317-350-2083. To cancel autobilling or end storage, contact Cryopoint by phone or email with at least 30 days' notice (Sections 5 and 11).

## 13. Electronic records, signatures and online acceptance

You consent to electronic delivery of this Agreement, the Pricing Schedule, elections, notices, invoices and other records, and to electronic signatures, initials, checkboxes and acceptance under the federal ESIGN Act and applicable state law (UETA). Your typed name, click on "I Agree"/"Accept," electronic initials and checked boxes have the same effect as handwritten ones. You may request a paper copy by contacting Cryopoint, or withdraw consent to electronic records in writing (prior electronic signatures stay valid; later records will be sent on paper). You need internet access, a current browser, a valid email address and PDF software; Cryopoint will tell you if these change. Download or print a copy for your records. Each Depositor must accept using their own identity and login or signature link; Joint Depositors must accept separately and neither may accept for the other.

## 14. Existing clients

For existing clients, once all required Depositors accept, this Agreement replaces prior Cryopoint cryostorage agreements for the Specimens in Schedule B, effective on the last required acceptance date, and Schedule A replaces prior advance directives/elections. For jointly held embryos, the prior agreement remains in effect until both Joint Depositors accept. Amounts owed remain due; account number, Storage Period start date and Specimen records continue; prior actions remain valid. Six-month recurring invoicing has been discontinued: starting November 15, 2026, existing clients are billed under the plan selected in Schedule B. Paid periods, including existing six-month terms, are honored through their end date.

## 15. General terms

Indiana law governs this Agreement, without regard to conflict-of-laws rules, and claims must be brought in state or federal courts in Indiana. This Agreement binds you and your heirs, executors, administrators and assigns. Changes to Agreement terms (other than Fee changes under Section 6 and procedure updates under Section 3) require your acceptance. This Agreement, its Schedules and the Pricing Schedule are the entire agreement regarding storage and replace prior agreements as described in Section 14. If any provision is unenforceable, the rest remains effective. Headings are for convenience only.

## 16. Acceptance and signatures

By signing or electronically accepting, each Depositor agrees to this Agreement, Schedules A and B and the Pricing Schedule, authorizes release to Cryopoint of health records relating to the stored Specimens, and confirms:

- ☐ I read and understand this Agreement and had the opportunity to ask questions and consult a lawyer.
- ☐ I selected a plan in Schedule B; monthly billing requires card authorization for the first charge when Specimens arrive and for charges on the 1st; 1-year/5-year credit-card payments carry the 3% fee in Section 6 (no fee for debit, prepaid card, ACH or check).
- ☐ Cryopoint does not guarantee survival, development or pregnancy, and its liability is limited.
- ☐ I consent to electronic records and signatures; my electronic acceptance is my signature.
- ☐ I received the Pricing Schedule; Fees are payable in advance and non-refundable.
- ☐ Nonpayment or abandonment may result in Discard after notice; Discarded Specimens cannot be recovered.
- ☐ I completed applicable Schedule A elections or understand the default rules apply.
- ☐ Existing client: this Agreement replaces my prior agreement(s). ☐ N/A (new client)

Depositor 1 printed name: _____
Signature: _____ Date: _____
Parent/guardian (if under 18): _____ ☐ N/A
Parent/guardian signature: _____ Date: _____

Depositor 2 printed name: _____ ☐ N/A
Signature: _____ Date: _____
Relationship / minor's name: _____

**Company use only:** Cryopoint representative: _____ Date: _____ Account #: _____ Received / Storage Period start: _____

## Schedule A – Disposition Elections (Advance Directive)

Check **one** choice in each Part that applies and initial/date that Part; mark N/A where a Part does not apply. For Joint Depositors' embryos, both Depositors must select the same option and both initial. If an election is incomplete or inconsistent, the Agreement's default rules apply (for death: **Discard**). Death is as shown by evidence Cryopoint considers sufficient.

### A-1. Death of one Joint Depositor while the other survives (Joint Depositors' embryos only) ☐ N/A

- ☐ **Discard** all stored embryos; they will not be used for any other purpose.
- ☐ **Donation** to a specific individual/couple or anonymously through the Donation Program; all Section 8 donation conditions must be met before either Depositor's death, otherwise Discard.
- ☐ **Research only**, as determined in Cryopoint's sole discretion; embryos will not be transferred into an individual.
- ☐ **Sole ownership and control by the surviving Depositor**, subject to the Section 8 conditions for donation, own treatment (except the deceased Depositor's signature) or gestational-carrier use.

A-1 initials/date: Depositor 1 _____ / _____ Depositor 2 _____ / _____

### A-2. Death when no Depositor survives (Single Depositors; Joint Depositors after both die)

☐ **Discard** all stored Specimens; they will not be used for any other purpose.

☐ **Research only**, as determined in Cryopoint's sole discretion; Specimens will not be transferred into an individual.

☐ **Donation** to a specific individual/couple or anonymously through the Donation Program; all Section 8 donation conditions must be met, otherwise Discard.

☐ **Transfer to Designated Owner(s)** named below once they sign a new cryostorage agreement; they may Discard or use Specimens only for the permitted uses checked below. If they do not accept, respond or cannot be located within 60 days, Cryopoint will Discard.

Designated Owner name(s): _____ Phone: _____ Email: _____

Address: _____

**Permitted uses (check one or more):**

☐ Procreation under federal/state regulations and American Association of Embryo Bank Standards; no donation to another party or agency.

☐ Donation to another party or agency for procreation under federal/state regulations and American Association of Embryo Bank Standards.

☐ Therapeutic treatment of the Designated Owner(s) or designee, subject to Section 8 release conditions.

A-2 initials/date: Depositor 1 _____ / _____ Depositor 2 _____ / _____ ☐ N/A

### A-3. Death of a minor Depositor (required if Depositor is under 18) ☐ N/A

If the Depositor dies while a minor, all Specimens will be Discarded when Cryopoint receives the death certificate, regardless of any other election.

A-3 initials/date: Minor Depositor _____ / _____ Parent/guardian _____ / _____

### A-4. Divorce, legal separation or end of relationship (Joint Depositors' embryos only) ☐ N/A

A final court order controls over this election.

☐ **Continue storage** (Fees apply) until a written instruction signed by both Joint Depositors or a final court order directs release, donation or Discard.

☐ **Donation** to a specific individual/couple or anonymously through the Donation Program, subject to all Section 8 donation conditions; if not met, Discard.

☐ **Award sole ownership and control** to ☐ Depositor 1 ☐ Depositor 2, subject to Section 8 release conditions.

☐ **Discard** all stored embryos.

A-4 initials/date: Depositor 1 _____ / _____ Depositor 2 _____ / _____

### A-5. Nonpayment and abandonment acknowledgment (required)

I/we understand that if I/we default for nonpayment (Section 7) or Specimens are abandoned (Section 9), Cryopoint may Discard the Specimens after the required notice, regardless of any election above, and Discarded Specimens cannot be recovered or used by anyone.

A-5 initials/date: Depositor 1 _____ / _____ Depositor 2 _____ / _____ ☐ N/A

Depositor 1 signature: _____ Date: _____ Depositor 2 signature: _____ Date: _____ ☐ N/A

## Schedule B – Depositor and Specimen Information

☐ Embryos ☐ Sperm ☐ Oocytes (eggs) ☐ Single Depositor ☐ Joint Depositors (embryos only)
☐ Monthly autobilling ☐ 1 Year Prepaid ☐ 5 Years Prepaid (see Pricing Schedule) ☐ New client ☐ Existing client
☐ Standard rate ☐ Potentially Infectious ☐ Cancer Patient Program (25% off 1- and 5-year prepaid only, subject to qualification)

| Information | Depositor 1 | Depositor 2 (Partner) ☐ N/A |
|---|---|---|
| **Full legal name** | | |
| **Date of birth** | | |
| **Street address** | | ☐ Same as Depositor 1 |
| **City, State, ZIP** | | |
| **Phone / Email** | | |
| **Clinic name and address** | | |
| **Parent/guardian (if minor): name, relationship, contact** | | |

**Cryopoint use only:** Containers/straws/vials: _____ Specimen ID(s): _____ Date received: _____ Account #: _____ Storage Period start: _____

☐ Account details verified ☐ Pricing Schedule supplied and plan recorded ☐ Card authorization completed (if monthly) ☐ Schedule A reviewed for completion and signatures Representative: _____ Date: _____