

ReproMed Ltd. doing business as
Origin Sperm Bank

56 Aberfoyle Crescent, Toronto, Ontario M8X 2W4
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Donor Specimen Purchase and Terms of Use Agreement

This Purchase and Terms of Use Agreement (the “Agreement”) sets out our mutual rights and obligations respecting the purchase of semen by you (the “Recipient”) from ReproMed Ltd. doing business as Origin Sperm Bank (“Origin”).

Please review this Agreement in its entirety, ask any questions you may have and consult with your professional advisers, if you wish, before you sign the Agreement. You may either sign the Agreement digitally in accordance with the instructions below or print and sign a paper copy and send it to us.

A. Obligations of Origin

1. Donor History

If the donor resides in Canada, Origin requests the donor’s medical records directly from his family physician and assesses the information obtained to evaluate the donor’s suitability for donation. Although efforts are made to procure all medical records of the donor, there may be circumstances beyond our control which make obtaining a full record not possible. Medical records are not made available to Origin for international donors.

Origin enters into a formal agreement with each donor and obtains legal representations and warranties concerning genetic and hereditary characteristics and information about the donor’s background, experience, education and other personal information. It is not possible to verify many of these characteristics independently and Origin relies on the truthfulness and accuracy of the donor’s statements.

2. Specimen Quality Guarantee

Origin guarantees a minimum of 10 million motile sperm per vial post-thaw in washed and unwashed preparations. Origin also guarantees a minimum of 5 million motile sperm in IVF/ICSI vials. A Guaranteed Laboratory Report is provided with each specimen documenting the specimen parameters before freezing and thawing. The Specimen Quality Guarantee is subject to the conditions in Schedule A. Please review this Schedule before signing this Agreement. The quality guarantee for imported samples varies in accordance with the donor banks’ policies. Please review the corresponding Quality Standards in Schedule B if you elect to use an international donor. The specimen quality guarantee provided here does not apply to international donors.

3. Specimen Testing

Origin conducts its own testing for donor specimens provided in Canada and uses only accredited testing facilities for imported donor specimens. A list of the required testing results accompany the samples to your physician’s office for review by your physician for purposes of verification and compliance. The results of testing will be made available to the Recipient upon request.

4. Inherent Risks

Notwithstanding compliance with all applicable Health Canada requirements and the use of a robust screening and testing practice to reduce risk, it is not possible to eliminate risk. There are potential defects and deficiencies which cannot be tested for or which are not tested for. In addition, even though a laboratory may conduct tests in accordance with the required standards of expertise and care, there is always a possibility that a test done properly can lead to a wrong result (a false negative or false positive).

Every pregnancy in the general population has a 3-4% risk of producing a child with a birth defect or mental deficiency. Recipient understands that notwithstanding the screening and testing done, that there are equivalent risks inherent in the use of donor sperm and that the screening and testing reduces, but does not eliminate, risk.

Recipient acknowledges that Origin makes no guarantee or promise that a pregnancy will occur or that the offspring will be free from a genetic disorder or defect or from an infectious disease.

5. Shipping Specimens

Origin will ship all donor specimens using cryogenic vapor shipping tanks. These shippers are designed for the safe transportation of biological specimens at the temperature close to that of liquid nitrogen. No free standing liquid nitrogen is required to be present in the shipment and the shipment is not classified as a dangerous good. A properly sealed vapor shipper will effectively maintain the Specimens for a minimum of 5 days from the date of shipment. It is not intended to be used as a long – term storage tank. Recipient can, on request provide cryogenic tanks which can maintain donor samples for up to 3 weeks.

B. Obligations of Recipient

Recipient undertakes and agrees to observe the following terms of use respecting the donor sperm and acknowledges that observance of these provisions is required to comply with applicable law and regulations and to protect the Recipient, Origin and any offspring that may result from the use of the donor sperm in accordance with this agreement.

1. No Redistribution

Recipient acknowledges that the donor sperm purchased is for use by the Recipient only and may not be transferred to any other person in any manner whatsoever. Origin's obligations pursuant to this agreement are personal to the Recipient and to no other person. Rights under this agreement are not transferable. If Recipient wishes to re-distribute the donor sperm it requires the prior written consent of Origin.

2. Donor Anonymity

(a) Subject to subparagraph (b) below, Recipient acknowledges that the donor sperm is provided to the Recipient on the condition that the donor remains anonymous. Recipient undertakes not to make any effort, attempt, or procure the service of a third party or in any other manner whatsoever, attempt to research or in any manner seek to obtain the identity of the donor. This prohibition is fundamental to the integrity of this Agreement, to the donor and to the Recipient.

(b) Subject to applicable law at the time of the request, the donor and the offspring produced as a result of successful treatment (at the age of majority) may mutually agree to disclose their identities.

(c) Any information provided to Recipient by Origin respecting potential donors, including photographs, are to be used by the Recipient exclusively for making a donor selection and under no circumstances will the information (including photographs) be distributed or otherwise made public in any manner by the Recipient. The posting of any donor information on any form of social media is prohibited.

3. Legal Status of Recipient and Offspring

Subject to the laws of the applicable jurisdiction, the donor has relinquished all rights to any offspring produced through the use of the donor specimen and Recipient hereby unconditionally and irrevocably releases the donor from any obligations to the children. The Recipient will be the legal parent(s) to any child born to Recipient with the use of the donated sperm and will be solely responsible for the child's support and custody

4. Reporting Obligations of Recipient

Recipient agrees to report all pregnancy outcomes and live births to Origin as soon as possible. The survey and report is available on Origin's website: [Live Birth Report](https://spermbank.originspermbank.com/live_birth_report) (https://spermbank.originspermbank.com/live_birth_report)

Origin limits the total number of births for Canadian donors to a maximum, which currently is 25 reported family units (children from the same donor living in the same home) or 3 reported family units per 100,000 population in any given geographical area, whichever is less.

C. Payment/ Refunds

1. Purchase

Recipient will pay the purchase price for the services provided to Recipient. Recipient acknowledges that prices may vary depending on the nature and extent of services provided and may be subject to change. Origin, at the time of intended purchase, will determine the price and will invoice the Recipient.

2. Forms of Payment

At the time of intended purchase Origin will advise Recipient of acceptable forms of payment.

3. Refunds

For all orders after April 1st, 2020, cancelled reservations are eligible for 50% refund for the price of the Canadian donor specimen up to 12 months after purchase. These specimens must not have been shipped from Origin's premises. No refunds will be issued for imported donor samples. Recipient agrees that refund policies may be amended from time to time and refunds will be governed by the policies in place at the time of the refund request.

Once a specimen has been shipped, Origin cannot accept a returned specimen for a credit or refund. Your physician may be able to offer storage or the specimen may be returned as a Vial Return. Vial Returns will be stored for you at Origin until you request reshipment. While in storage at Origin, storage fees will apply as well as applicable administrative fees for reshipment.

D. Limitation of Liability

Recipient hereby acknowledges as follows:

1. Recipient acknowledges that she has had an opportunity to review this Agreement and the Schedules and to consult with professional advisers of her choice.
2. Recipient understands the risks inherent in the use of donor sperm and Recipient hereby agrees to release, indemnify, protect and hold Origin its employees, affiliates, transferees and assignees from any and all liability for the mental and/or physical nature or character of any offspring so conceived or born and for affirmative acts or acts of omission which may arise during the performance and application of this Agreement, save and except for the performance by Origin of its obligations pursuant to this Agreement.
3. Recipient further indemnities and holds Origin harmless from and against the cost of any proceeding in any court of law or tribunal respecting any claim or disagreement between the Recipient and partner or other third party as to the rights of either or both of them or as to each other or with respect to the donor and their respective, heirs, assigns or transferees.
4. Recipient acknowledges that she has the right to choose a health care professional of her choice for purposes of preparation, insemination and post-insemination care and that Origin is not responsible in any manner for the quality and type of health care received by Recipient.
5. It is understood and agreed that Origin's liability to the Recipient for any claims arising out of this Agreement will be limited to direct damages and to specific performance of any service. Recipient hereby disclaims any claim to indirect damages and or costs including without limitation; expenses for health care, travel and transportation costs, accommodation, loss of profit, sales or income, loss of time of Recipient or ensuing costs or other indirect losses or expenses resulting from Origin's breach of this agreement.
6. Unless otherwise required by law, no claim may be brought against Origin more than one year following the delivery of the donor specimen.

7. Physician services are not provided to the Recipient pursuant to this Agreement.

E. General Provisions

1. **Governing Law:** This Agreement shall be governed by the laws of the Province of Ontario
2. **Subject to paragraph 3 below, Dispute Resolution:** If any dispute arises between the Parties relating to the application, interpretation, implementation or validity of this agreement, the Parties agree to resolve the dispute by arbitration using the ADR Chambers Expedited Arbitration Rules. The parties agree that the ADR Chambers Expedited Arbitration Rules give the parties a fair opportunity to present their case and respond to the case of the other side. The arbitration shall be held in Toronto, Ontario and shall proceed in accordance with the provisions of the Arbitration Act (Ontario). Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. In the event ADR Chamber is unable or unwilling to act as Arbitrator Origin shall elect a substitute Arbitrator who is arm's length from Origin and who is experienced in the arbitration of commercial law and health law.
3. Nothing in this Agreement shall prevent Origin from taking such steps as it considers necessary or desirable to protect the anonymity of donors and the reputation of Origin including the commencement of legal proceedings.
4. **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be ineffective only to the extent that is in contravention of applicable laws without invalidating the remaining provisions.
5. **Legislative Changes:** Changes in applicable legislation including regulations which affect the terms of this agreement are hereby incorporated into this agreement by reference to the extent required to bring this Agreement into conformity with such legislative changes.
6. This agreement shall ensure to the benefit of and shall be binding on the Recipient, Origin and their respective assignees, heirs, executives and administrators.

How to Sign this Document

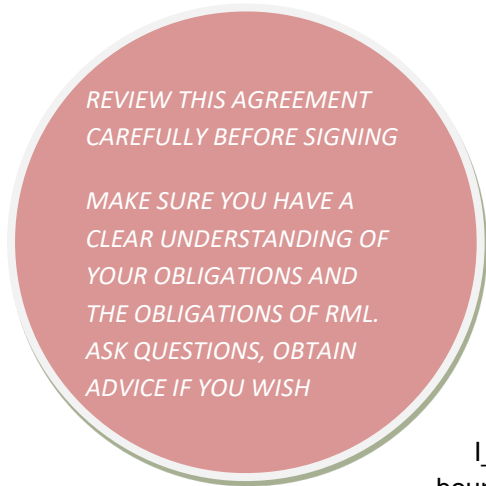
Recipient may sign this document in any of the following ways:

- 1. Print a copy, sign and date it and return the document with the original signature to us at:

Origin Sperm Bank
Attn: Sperm Bank
56 Aberfoyle Cres., Suite 300
Toronto ON M8X 2W4

: or

- 2. Print a copy, sign and date it, scan it and email the document to us to at: info@originspermbank.com
- 3. Sign the document digitally by typing your name and address and email us confirming that you signed the document. You may be required to submit one piece of personal identification to us which will be returned to you.



Signature by Recipient

I _____ agree to be bound by the terms and conditions of this (PRINT NAME)

Agreement including the Schedule A and B.

Dated this _____ day of _____, 20____

Signature

Address:

Email:

Phone: _____ Day time: _____ Evening: _____

Schedule A

Specimen Quality Guarantee Requirements for Canadian Donors

The Specimen Quality Guarantee is subject to the following terms and conditions:

1. Origin should be notified as soon as possible (within 5 business days from thaw date) about any observations regarding the specimens' quality **by the treating physicians or their designates**. In order to initiate a specimen quality investigation, Origin requires all sections of the Quality Complaint Reporting Form (available on-line or sent upon request) to be completed and sent by fax (416-233-9180) directed to the attention of the lab director. Alternatively, the form could be emailed to info@originspermbank.com.
2. This Specimen Quality Guarantee does not apply with respect to international donors.
3. Origin is not responsible for any damage caused by shipping delays or tank failure. Shipping delays may occur due to inclement weather, transportation and mechanical problems or other events outside of the control of Origin.
4. The receiving clinic should strictly adhere to the thawing instructions included with every specimen shipped from Origin. In addition, proper protocols for specimen evaluation such as the use of a warm stage (37 C) during sperm motility assessment should be employed.
5. Origin guarantees the specimen quality immediately following thawing but this guarantee does not extend to cover the quality of the specimen following further processing (washing) done at the Recipient laboratory.
6. Origin will initiate a specimen quality investigation only upon receipt of the requested information from the treating Physicians or their designate. The results of the investigation will be sent directly to the treating physician or designate.
7. There is variability in specimen assessment. Origin follows the guidelines of the World Health Organization, 2010. It is possible that the values estimated at the Recipient laboratory will be less than or higher than our guaranteed minimum values. A value below the minimum value does not necessarily mean that the standard did not meet standards. Origin will conduct an evaluation in the event the specimen is not measured as meeting minimum values to determine if actual values meet the minimum standard before determining if the specimen is eligible for replacement. The results of the analysis will be provided to the Recipient's physician if requested.
8. Origin does not guarantee the storage conditions outside its premises. The cryo-shippers can maintain donor Specimens for up to 5 days and Origin guarantees only Specimens that have been thawed within 5 days (or 21 days if a cryogenic shipping tank with a 21 day storage capacity is requested by Recipient)
9. In the event of a defective specimen quality, Origin's liability is limited to replacement of the specimen. Origin is not liable for any consequent expenses, damages or loss including but not limited to those incurred by the patient during infertility treatment. Shipping costs will not be refunded.

Schedule B

Fairfax Cryobank and Cryogenic Laboratories, Inc. (CLI) hereafter known as "Cryobank" Specimen Quality Standard

Terms and conditions of the Cryobank Anonymous and ID Option specimen quality standards are as follows:

<i>Fairfax Cryobank Specimen Quality Standards</i>		
Specimen Prep Type	Minimum Total Motile Cells/milliliter (TMC)	Clinical Use
IUI	20 million/mL (10 million/vial)	Pre-washed vials, ready for intrauterine insemination
ICI	20 million/mL (10 million/vial)	Ready for intracervical insemination OR can be washed for use as an IUI specimen
IVF	5 million TMC/vial	Ready for intracervical insemination or can be washed for use as an IUI or IVF or IVF with ICSI

- a. Sperm counts will vary 10-30% depending on the lab personnel and counting method. Laboratory variation is expected and taken into consideration when processing complaints. The possibility exists that sperm counts performed at other laboratories may be less than the stated specimen standards. Semen is not a homogenous or uniform mixture which adds to sample variability. A variation in count does not indicate the specimen is not suitable for insemination or that a pregnancy will not result if used for an insemination. Cryobank takes these variations into account when determining eligibility for refund or credit.
- b. The physician/clinic must follow the Cryobank's printed thaw procedures enclosed in each shipment. Thaw procedures may vary among specimen types.
- c. Our specimen quality standard applies at the time of thaw and *prior* to any post thaw processing. Sperm cells will be lost in the process of washing a specimen. A pre-processing count must be taken to determine if the specimen meets the Specimen Quality Standard. If the physician's office is not able to provide a pre-processing count and the specimen was washed and/or processed before use, you can expect the total motile cell (TMC) count to be less than the stated quality standard. We back our quality standard at the time of thaw only.
- d. Specimens stored outside the Cryobank longer than 120 days are not eligible for refunds or credits. We do not have control over the storage and handling practices of outside laboratories or at other storage facilities.
- e. Our shipping tanks will keep specimens frozen for 7 days. Physicians or laboratory personnel who receive our tanks containing specimens should check the tank upon arrival to be sure that the specimens arrive frozen. If you suspect that specimens have thawed, please call Origin at 1-866-320-6730 immediately and speak with a Client Services Representative. If replacement specimens are shipped and not used, they can only be returned to the Cryobank for storage and are not eligible for any credit. If a replacement specimen is not available on your donor, a different donor you select of equal value may be substituted. If a specimen from a different donor is not an acceptable solution, you will be credited for the cost of the thawed specimens and the cost of shipping. Shipping tanks are available that will keep the specimens frozen for 14 days for an additional charge. Contact Client Services for details.
- f. If a specimen's TMC tests below our quality standard *prior* to any additional processing, the physician/clinic must report specific specimen data and submit a complaint within 30 business days of thawing accompanied by the laboratory report documenting TMC as assessed by the treating physician/clinic. Complaints/laboratory report should be sent to the attention of the Laboratory Director at info@originspermbank.com or fax: (416) 233-9180. Any questions regarding the process of submitting a specimen quality complaint can be discussed with Origin at 1-866-320-6730. Shipping costs cannot be refunded unless specimens arrive thawed.
- g. If pregnancy is achieved, the client is not eligible for any refund or credit, regardless of the total motile count (TMC) of the specimen prior to or after any processing.
- h. The Cryobank's liability for any deficiency in specimen quality will be limited to supplying a replacement specimen or full or partial refund for the cost of the specimen only, excluding shipping fees, at the Cryobank's discretion. The Cryobank will in no event be liable for any consequential or incidental damages, including but not limited to any additional or associated expenses incurred by the patient during infertility treatment.
- i. This specimen quality standard is void if ownership of specimens is transferred to a different owner prior to use.