



COMPANY CONFIDENTIAL AND PROPRIETARY

DATE EFFECTIVE: 6/12/13	<b>Fairfax Egg Bank Terms of Use</b>	FORM: FOR-121B REV: 2
-------------------------	--------------------------------------	--------------------------

**Fairfax Egg Bank**  
 3015 Williams Drive, Fairfax, VA 22031  
 info@fairfaxeggbank.com • www.fairfaxeggbank.com  
 (888) 352-5577 phone • (703) 245-7059 fax

**Welcome to Fairfax Egg Bank:**

Fairfax Egg Bank is a distributor of frozen donor oocytes. We, the staff of Fairfax Egg Bank, are pleased that you have selected our services to assist you in your fertility journey. Our objective is to provide premier donor oocyte services, including: selection and matching assistance, donor oocytes, oocyte storage, and oocyte shipping. We strive to provide safe, secure services using the latest cryopreservation technology, testing and screening that serves to protect your health and complies with state/province and federal (Food and Drug Administration, USA and Health Canada) requirements.

This letter explains what to expect from Fairfax Egg Bank’s donor programs. It also explains what Fairfax Egg Bank needs from you.

**Fairfax Egg Bank must receive a signed copy of this ‘Terms of Use’ form at least one business day prior to the first shipment of any oocytes.**

**Fairfax Egg Bank’s Donor Programs**

The Fairfax Egg Bank donor program is comprised of Anonymous Oocyte Donors. We provide anonymously donated oocytes from donors that are tested and screened for certain genetic and infectious diseases. Donor oocytes purchased by an approved clinic on behalf of an individual/couple are to be used solely by that individual/couple and are not to be resold or redistributed to another recipient without Fairfax Egg Bank’s involvement in transfer of ownership. Distribution or sharing of the donor oocytes beyond the originally intended recipient interferes with the proper tracking of pregnancies and dissemination of relevant medical history as needed. We provide information about the egg donor to assist in the selection of the best match for you. Such information and images are offered for your personal use, and not for public dissemination.

In the general population, every pregnancy has about a 3%-4% risk of producing a child with a birth defect or mental deficiency. Fairfax Egg Bank reviews each donor’s personal and family medical history, has a physician examine each donor, and performs genetic and infectious disease screening to reduce this risk, *but it cannot eliminate the risk*. Although it is not possible to completely *eliminate the risk of infectious diseases or genetic disorders*, the tests performed by Fairfax Egg Bank reduce the likelihood of a donor passing on an infectious disease or a genetic disorder. Please be aware that we do not test for *all* genetic disorders or infectious diseases because not all genetic disorders/diseases have tests, or it is impractical or otherwise not feasible to do such tests. Therefore, there is no guarantee that all oocyte donor cohorts are completely free of genetic defects or diseases, that a pregnancy will result, or that a child born using our donor eggs will be free of disease or physical or mental defects.

We maintain confidential medical information, and work diligently to keep it private. You are the legal parent of the children born to you through the use of donated oocytes. You are solely responsible for their support and custody. The egg donor has given up all of her rights and is released from any obligations to children born using her oocytes. You may wish to consult legal counsel regarding parental rights in your location and for your specific situation.

**What We Need from You**

We want you to read all agreements and documents that we provide and ask questions about issues you need clarified. We will ask for signatures on the forms. This is to ensure that we are following your choices and directions. You may want to consult with your attorney, physician, or other advisor to review the documents before you sign them. If you have any questions about this document, please contact us at 1-888-352-5577, and you will be connected with the appropriate person to answer your questions.



COMPANY CONFIDENTIAL AND PROPRIETARY

<b>DATE EFFECTIVE: 6/12/13</b>	<b>Fairfax Egg Bank Terms of Use</b>	<b>FORM: FOR-121B REV: 2</b>
--------------------------------	--------------------------------------	----------------------------------

You agree that the donor oocytes are for your personal use only. You recognize that you have no right to learn their identity, and that Fairfax Egg Bank will not disclose identifying donor information or assist you in any way to contact an anonymous donor. You do not have the right to seek a donor's identity by other means available to you, and should we discover that you have made these attempts to do so, we will pursue any and all appropriate action to protect the donor's interests. In turn, Fairfax Egg Bank will not disclose your identifying information to the donor.

**Limits to Our Services**

Fairfax Egg Bank ships oocytes via Federal Express (FedEx) in specially designed liquid nitrogen vapor tanks. Although uncommon, shipping delays may occur due to bad weather, airplane mechanical problems or other similar events outside of our control.

Fairfax Egg Bank is not able to guarantee or in any way represent, suggest, or promise that use of our oocytes will result in a pregnancy for you.

Even if donor testing shows normal test results, the tests have limitations and may not always be reliable, even when properly administered. This means that oocytes may not be infectious disease or genetic disorder free even though the test results for such donors indicate otherwise; in addition, there can be infectious diseases or genetic disorders for which the donors are not tested. Fairfax Egg Bank utilizes CLIA (Clinical Laboratory Improvement Amendments of 1988) certified and FDA registered testing laboratories, licensed and accredited US testing laboratories, utilizing FDA licensed, approved, or cleared donor screening tests for donor eligibility determination. The testing laboratories certifications can be viewed upon request.

Fairfax Egg Bank relies totally upon the representations of the donor that she has the genetic and hereditary characteristics and health profile claimed in the donor profile completed by the donor. Fairfax Egg Bank has protocols in place to assure the identity of each donor (e.g. verification of photo IDs). However, Fairfax Egg Bank makes no independent investigation of a donor's representations, nor is it obligated to do so. Due to the anonymity and confidentiality issues involved with oocyte donation, we must respect the privacy of our donors and rely on our screening methods to detect inconsistencies. Fairfax Egg Bank uses a stringent screening process whereby a donor must complete a detailed medical and genetic family history, personal profile, and have an in-depth interview. Each step is monitored for inconsistencies, and we take care to ensure accurate information is provided. We come to know our donors well and we respect their commitment to our program.

**Donor Availability:**

All donors will sell out, and the timing is unpredictable. We sell donor cohorts on a first come, first served basis. You can check your donor's availability on our website at [www.fairfaxeggbank.com](http://www.fairfaxeggbank.com). Once a donor sells out, their donor number will no longer appear on the website. We DO NOT give preference for full siblings when cohorts are sold. We have had clients who wish they had bought extra cohorts of their donor to ensure her availability for having full siblings later, but were disappointed to learn that their donor is sold out when they are ready to order again. We recommend you consider buying and storing in advance, as cohorts are available, to avoid this situation.

**Required Use of Approved Clinics:**

Due to the complex nature of oocyte thawing following vitrification, only approved clinics who have received proper training in our specific thawing techniques are able to obtain frozen donor oocytes from the Fairfax Egg Bank. Please visit [www.fairfaxeggbank.com](http://www.fairfaxeggbank.com) for a current list of approved clinics.



COMPANY CONFIDENTIAL AND PROPRIETARY

DATE EFFECTIVE: 6/12/13	Fairfax Egg Bank Terms of Use	FORM: FOR-121B REV: 2
-------------------------	-------------------------------	--------------------------

**Oocyte Quality Standard**

Our oocyte quality standard provides assurances that our oocyte quality meets specific standards for survivability at the time the oocytes are thawed at the physician’s office. Refer to our website for full details of the Specimen Quality Standard. The physician/clinic must follow Fairfax Egg Bank’s printed thaw procedures enclosed in each shipment. In certain situations, if a specimen does not meet the expected survivability at the time of the thaw (but *prior* to any processing done at the physician’s office), we offer a full or partial credit or refund for the cost of that cohort. This would not include shipping costs or any other associated costs. A client is not eligible for a refund if pregnancy is achieved, regardless of the survivability, or if the correct thaw procedure included with the specimen at the time of shipment was not followed at the physician’s office. The quality standard only applies to survivability *prior* to any additional processing that your physician’s office may wish to do.

If you feel the quality standard has not been met and a refund is desired, the physician/clinic must report specific oocyte data and submit a complaint within ten (10) business days of thawing. Notification is to be made by calling 1-888-352-5577 to file a complaint over the phone with our Client Services department. One of the conditions of the quality standard is that it is void after the oocytes are offsite for more than 120 days. We do not have control over the storage and handling practices of outside laboratories or at other storage facilities. Please keep this in mind when shipping and storing oocytes offsite at your doctor’s office. Fairfax Egg Bank offers several onsite storage options. Please contact us for additional long term storage options. This oocyte quality standard is void if ownership of oocytes is transferred to a different owner prior to use.

**Pregnancy Reporting/Limitations on Donor Births**

Fairfax Egg Bank finds pregnancy reporting and tracking imperative. You agree to report all pregnancy outcomes (clinical or a birth) to Fairfax Egg Bank within 90 days of each positive result and delivery. A pregnancy report form is sent with every donor cohort order, so your physician has the ability to report your pregnancy and we welcome your direct contact too. The ability to track pregnancies is important so Fairfax Egg Bank can monitor the number of pregnancies and abide by our donor pregnancy and birth limitations.

Patient identifying information received from a pregnancy report is strictly confidential and not available to anyone outside of Fairfax Egg Bank.

**Checking Donor Medical Status before Fertility Treatments**

Donor Medical Status is a **donor classification** that indicates if your donor has been restricted due to a significant medical issue in an offspring. Not all medical issues reported result in a restriction. Those determined to increase the risk to other offspring do result in the donor being restricted. When a donor becomes restricted or is placed in investigation, she will no longer be viewed on the donor search by the general public. To the best of our knowledge, all donors start the program without known significant medical or hereditary issues in themselves or their offspring. But a donor’s medical status can change with time. She may now be **restricted for medical issues** or be **under investigation**, in which case we want you to be fully informed. **If you purchased cohorts that are now stored offsite, or have frozen embryos created from oocytes purchased through Fairfax Egg Bank, we encourage everyone to Check Donor Medical Status by calling us at 1-888-352-5577 prior to use in a fertility procedure.**

**LIMITATION OF FAIRFAX EGG BANK’S LIABILITY**

FAIRFAX EGG BANK 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.



COMPANY CONFIDENTIAL AND PROPRIETARY

DATE EFFECTIVE: 6/12/13	<b>Fairfax Egg Bank Terms of Use</b>	<b>FORM: FOR-121B REV: 2</b>
-------------------------	--------------------------------------	----------------------------------

**Indemnification**

You agree to indemnify, hold harmless and, at our option, defend Fairfax Egg Bank, its officers, directors, employees, agents, affiliates, stakeholders and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney fees and expenses) resulting from, or alleged to result from, your violation of these Terms of Use.

**Jurisdiction**

You expressly agree that exclusive jurisdiction for any dispute with Fairfax Egg Bank in any way relating to your use of our services, resides in the courts of the Commonwealth of Virginia and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Virginia in connection with any such dispute including any claim involving Fairfax Egg Bank or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

*Once again, thank you for your confidence and trust in our services. We are committed to the conception of healthy babies and are excited to make this journey with you.*

*Sincerely,*

*The Staff of Fairfax Egg Bank*



COMPANY CONFIDENTIAL AND PROPRIETARY

DATE EFFECTIVE: 6/12/13	<b>Fairfax Egg Bank Terms of Use</b>	FORM: FOR-121B REV: 2
-------------------------	--------------------------------------	--------------------------

**SIGNATORY OR SIGNATORIES:**

We/I have read this document and understand other important considerations when using donor oocytes from Fairfax Egg Bank.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recipient's Date of Birth

\_\_\_\_\_  
Recipient's Signature

\_\_\_\_\_  
Recipient's Email Address

\_\_\_\_\_  
Recipient's Printed Name

\_\_\_\_\_  
Recipient's Home Address

\_\_\_\_\_  
Spouse's or Partner's Signature (if applicable)

\_\_\_\_\_  
Recipient's City, State & Zip Code

\_\_\_\_\_  
Spouse's or Partner's Printed Name (if applicable)

\_\_\_\_\_  
Recipient's Phone Number

Physician's Name: \_\_\_\_\_ Clinic: \_\_\_\_\_

Physician's Complete Address: \_\_\_\_\_

Physician's City: \_\_\_\_\_ Physician's State/Province: \_\_\_\_\_ Physician's Zip/Postal Code: \_\_\_\_\_

Physician's Phone Number: \_\_\_\_\_ Physician's Fax Number: \_\_\_\_\_

Physician's Contact Email Address: \_\_\_\_\_

***Fairfax Egg Bank must receive a signed copy of this 'Terms of Use' letter via fax, email or mail at least one business day prior to shipment of any oocytes.***

***We only require submission of Page 5 in order for this document to be considered valid.***