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INFORMED CONSENT FOR RECIPIENT OF CLIENT DEPOSITOR SEMEN

This agreement is made between The Sperm Bank of California, a nonprofit California corporation (hereinafter "TSBC") and the undersigned, hereinafter referred to as "Recipient." TSBC is registered as a reproductive tissue bank with the FDA (U.S. Food and Drug Administration). TSBC is licensed as a Reproductive Tissue Bank and/or Clinical Lab by the following states: California, New York, and Maryland. TSBC performs clinical screening of all its sperm donors in accordance with parameters required by the FDA, California, New York, and Maryland.

I attest that I am at least eighteen years old, that I am the recipient who will try to conceive using sperm samples purchased under my account. <u>My initials on each paragraph and signature at the bottom of each page</u> signify my understanding, acknowledgment, and acceptance of the terms of this agreement.

_____ I further attest that I am the sexually intimate partner or spouse of Client Depositor (semen

samples for autologous use only): ______ and the intended recipient trying to conceive using their semen samples.^{Client Depositor Name}

I understand that according to California Health and Safety Code Section §1644.5, "No tissues shall be transferred into the body of another person by means of transplantation, unless the donor of the tissues has been screened and found nonreactive by laboratory tests for evidence of infection with HIV, viral agents of hepatitis (HBV and HCV), human T lymphotropic virus-I (HTLV-I) and syphilis."

_____ I understand that TSBC requires that all Client Depositors be tested accordingly and that more extensive, additional screening unnecessary because as intimate partners we are already fluid bonded.

_____ I understand that although TSBC guarantees that the appropriate tests as described above have been performed by its reference lab, that laboratory tests are not 100% accurate and TSBC cannot guarantee the absence of sexually transmitted diseases, inheritable illnesses, or inheritable birth defects resulting from insemination with these semen samples.

_____I understand that policies involving emerging infections, such as the SARS-CoV-2 virus which causes COVID-19, and Mpox, are subject to change as more information is learned. I understand that TSBC follows FDA and ASRM guidelines regarding emerging infections.

_____ I understand that according to California Health and Safety Code Section §1644.5, "All donors of sperm shall be screened and found nonreactive as required ..., except that a recipient of sperm from a sperm donor known to the recipient may waive a second or other repeat testing of that donor if the recipient is informed of the requirements for testing donors ... and signs a written waiver."

_____ I understand that TSBC cannot guarantee that a viable pregnancy will occur as a result of insemination with my intimate partner's stored sperm. I understand that thawed frozen sperm will not survive as long as fresh sperm, and that I should time insemination to take place as close to ovulation as possible.

I understand that by initialing above and signing below, I indicate that I have been informed of the requirements for testing Client Depositors, I hereby waive repeat testing of this sperm donor, and again confirm that I am this person's sexually intimate partner.

| Client Depositor's Recipient's signature | TSBC Representative's signature |
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| | |
| | |
| Printed name | Printed name |
| | |
| | |
| Date | Date |