

## **NW CRYOBANK OPTIONAL DONOR EGG GUARANTEE**

*Please read carefully! This is a legally binding contract that limits the Liability of CAN-AM Cryoservices Corp. and NW CRYOBANK. You may wish to have this document reviewed by a lawyer on your behalf before initialing & signing.*

### **Optional Oocyte (egg) Guarantee**

CAN-AM Cryoservices is committed to helping Canadians build happy, healthy families. When conventional methods are unable to afford families a chance of pregnancy, sometimes extra measures must be taken. For clients needing that extra help, NW Cryobank offers an extensive catalogue of donor eggs, imported and distributed by CAN-AM Cryoservices. NW Cryobank's egg bank consists of frozen (vitrified) donor eggs ready for immediate use.

NW Cryobank screens its egg donors medically and psychologically according to U.S. FDA requirements and recommendations of the American Society of Reproductive Medicine, including a comprehensive genetic testing panel. CAN-AM Cryoservices reviews donor information provided by NW Cryobank to ensure that the eggs comply with in-force requirements of Health Canada and the Assisted Human Reproduction (AHR) Act (2004) and AHR Section 8 Regulations (2007) of Canada prior to distribution.

NW Cryobank offers an optional donor egg guarantee, offering peace of mind in the event a subsequent cycle is required. The guarantee can be purchased for an additional amount as outlined below.

### **Guarantee Summary**

- Cost of Six-egg set \$13,500 (plus HST)
- Cost of Optional Guarantee \$5000 (plus HST). Guarantee must be purchased at the time of egg purchase.

**In the event that the “six-egg set” purchase produces one of the two following outcomes**, your donor eggs will be deemed successful and *you will be refunded 50% of the price paid for the optional donor egg guarantee (\$2500+HST)*:

1. **Two or more embryos** which reach day 3 culture or the blastocyst stage on day 5 or 6 and are determined to be suitable for transfer **OR**
2. **One embryo** which reaches day 3 culture or the blastocyst stage on day 5 or 6 and is determined to be suitable for transfer, and upon transfer, results in a pregnancy<sup>1</sup>

*If neither of these events occur*, you will receive an **additional** set<sup>2</sup> of six eggs from NW Cryobank

***Note: This guarantee is not available when severe male factor is present***

<sup>1</sup> Pregnancy is determined by a baseline, initial quantitative beta HCG (pregnancy test) followed by a second quantitative beta HCG (pregnancy test) two days later with increased values.

<sup>2</sup> Every effort will be made to provide the same egg donor as first selected, but this may not be possible in some cases. CAN-AM and NW Cryobank will discuss the options at the time of purchase.

**NW CRYOBANK OPTIONAL DONOR EGG GUARANTEE, *continued***

*Please read carefully! This is a legally binding contract that limits the Liability of CAN-AM Cryoservices Corp. and NW CRYOBANK. You may wish to have this document reviewed by a lawyer on your behalf before initialing & signing.*

Clients are advised to discuss the risks and benefits of vitrified eggs with their physician to determine the best treatment for their individual case.

Client(s) understands that CAN-AM's liability is limited to the distribution of donor eggs within Canada, and that CAN-AM makes no claims or guarantees as to the health or suitability of NW Cryobank egg donors or to the efficacy or safety of therapeutic use of donor eggs.

Client(s) acknowledges that they have read and fully understand the terms and conditions addressed herein, that they do not rely on any representation of CAN-AM Cryoservices Corp or NW Cryobank not specifically contained herein, that client has had the opportunity to consult with a lawyer, and that this Donor Egg Guarantee forms a portion of the consideration for this transaction and has been specifically bargained for.

Client understands and agrees that jurisdiction for any and all claims arising out of the Guarantee will be the Province of Ontario.

Dated this \_\_\_\_\_ day of (*month*) \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Client (signature)

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Client/partner (signature)

\_\_\_\_\_  
Client/partner Printed Name

\_\_\_\_\_  
Client Address

(\_\_\_\_\_) \_\_\_\_\_  
Client Phone

\_\_\_\_\_  
Client email