

**AGREEMENT AUTHORIZING PRIME GENETICS, LLC  
TO MATCH EGG DONOR WITH INTENDED PARENTS**

1. **Parties.** This Agreement is made by and between Prime Genetics, LLC, A Texas Limited Liability Company (hereinafter “PG”), and \_\_\_\_\_ (“Intended Donor), an individual.

2. **Purpose.** PG is in the business of matching married couples (hereinafter referred to as “Intended Parents”), incapable of conceiving their own child, with women willing to offer their services as an egg donor. When PG is successful in matching Intended Parents with an egg donor, PG also serves to administer the terms of the agreement that is entered into between Intended Parents and the egg donor. The purpose of this Agreement is to authorize PG to attempt to match Intended Donor with Intended Parents and to specify the duties, obligations and limitations between PG and Intended Donor.

3. **Authorization of PG to Offer Services.** Intended Donor hereby authorizes PG to market Intended Donor’s services as an egg donor.

4. **Authorization to Disclose Personal Health Information.** Intended Donor hereby authorizes PG to use, disclose and release my personal health information and profile to any interested potential Intended Parents that may choose to review such information for purposes of selecting an egg donor, to other clinics and companies engaged in the business of locating and matching egg donors with potential Intended Parents, any infertility specialist and their staff engaged in assisted reproduction procedures, any medical providers responsible for evaluating or monitoring the intended egg donor, and any medical provider responsible for retrieving the donor eggs from Intended Donor. Such use, disclosure and release may include photographs of me and/or video clips. Such information may be relayed to such Intended Parents by a variety of means, including orally, by hard copy, by password protected web sites and any other digitized format.

Intended Donor hereby agrees and acknowledges that the purpose of this Agreement authorizing PG to release Intended Donor’s personal health information is to allow PG to use my personal health information in furtherance of locating potential Intended Parents interested in locating an egg donor. In this Agreement, the term “personal health information” includes all information provided by Intended Donor to PG, including my medical history and my photograph and/or video clips.

Intended Donor may revoke that portion of this Agreement authorizing PG to release Intended Donor’s personal health information by sending a signed letter to PG advising that Intended Donor wishes to revoke such authorization. Intended Donor hereby acknowledges and understands that once Intended Donor’s personal health information has been utilized, disclosed or released, it may no longer be protected and may not be fully retrievable. This authorization will expire, unless earlier revoked by Intended Donor, within five (5) years of the date of this authorization.

5. **Egg Donor Agreement.** In the event PG is successful in matching Intended Donor with Intended Parents, those parties will then enter into an Egg Donor

Agreement. Pursuant to that Agreement, Intended Donor will be represented by her own attorney, but the fees from that attorney will be paid by Intended Parents. PG will assist Intended Donor in locating an attorney.

Intended Donor hereby acknowledges that the Egg Donor Agreement will impose various requirements on Intended Donor, including but not limited to the following:

- A. Intended Donor may undergo medical screening and testing;
- B. Intended Donor may undergo a psychological examination;
- C. Intended Donor may be required to submit to various ovarian stimulation drugs to stimulate egg production;
- D. Intended Donor may be required to make various representations with regard to her past medical history;
- E. Intended Donor may be obligated to abstain from sexual intercourse during the several weeks prior to the time she undergoes the egg removal procedure;
- F. Intended Donor may be required to release certain medical information to PG, the Intended Parents' and to various medical providers.

6. **Third-Party Beneficiary.** Intended Donor acknowledges and agrees that in the event Intended Donor enters into an Egg Donor Agreement with Intended Parents, PG will be a third-party beneficiary to that Agreement and will be entitled to assert any and all provisions that concern PG within that Agreement. These provisions include allowing PG to have access to information necessary to administer portions of that Agreement. Intended Donor also acknowledges that PG is a third-party beneficiary to the release, indemnity and hold harmless language of the Egg Donor Agreement that runs in favor of PG. Intended Donor further acknowledges and agrees that the language of the Egg Donor Agreement to be entered into between Intended Donor and Intended Parents is subject to the approval of PG.

7. **Payment for Services.** In the event PG is successful in matching Intended Donor with Intended Parents, Intended Donor will be paid a fee for services she provides as an egg donor. Intended Donor will be paid an amount for such services as agreed to between Intended Donor, PG and Intended Parents.

8. **Laws Governing this Agreement.** The laws of the State of Texas shall govern the construction and interpretation of the provisions of this Agreement and venue shall only be appropriate in the County of Harris, State of Texas.

9. **PG Provides No Professional Services.** Intended Donor hereby acknowledges and agrees that PG does not provide any legal, medical or psychological services or any other professional services. Intended Donor hereby represents and warrants that she is not relying on PG for the provision of any such professional services.

10. **Confidentiality and Assignment of Code Number.** PG will make reasonable efforts to maintain the confidentiality of Intended Donor. PG will make reasonable efforts to keep the identity of Intended Donor anonymous from Intended Parents and to keep the identity of Intended Parents anonymous from Intended Donor. To accomplish this goal, PG will assign a code number to Intended Donor and to Intended Parents. Intended Donor will execute any contract or agreement with Intended Parents by use of this code number. Intended Donor hereby agrees that her execution of any contract by use of that code number will serve and have the same binding effect as Intended Donor's original signature.

Although PG will make reasonable efforts to maintain the confidentiality of Intended Donor, Intended Donor acknowledges that an inadvertent disclosure may occur. This sometimes occurs as a result of the significant amount of information that must be exchanged between Intended Donor, Intended Parents and the various medical providers involved in the assisted reproduction process. In the event there is an inadvertent disclosure of the identity of Intended Donor to Intended Parents or to others, Intended Donor hereby releases PG, its members, managers, employees, owners, agents, and representatives from any and all liability as a result of such inadvertent disclosure.

Intended Donor agrees to use her best efforts to keep the identity of Intended Parents anonymous from her.

Intended Donor also acknowledges that PG, in rare cases, may be required to disclose the identity of Intended Donor if compelled to do so by law.

Notwithstanding the above, nothing herein is intended to restrict PG from providing identifying information, medical records or other pertinent information to any medical, psychological or legal professional to facilitate the assisted reproduction procedures or the administration of the Egg Donor Agreement.

11. **Release And Indemnity.** Intended Donor hereby agrees to fully release, indemnify and hold harmless the Intended Parents and PG, its Managers, Members, employees, owners, directors and officers, agents, representatives and assigns (hereinafter collectively referred to as the "PG Group") from any and all liability or damages of whatsoever kind or character in any way or manner connected with Intended Donor's donation of her eggs to a married couple incapable of conceiving their own child. Intended Donor's release, indemnity and hold harmless of the PG Group includes any and all pain and suffering, mental anguish, personal injury, death, or emotional or psychological complications that may arise. The Intended Donor's indemnification and release of the PG Group even includes acts, errors or omissions of the PG Group that may have been caused by the PG Group's own negligence, sole or concurrent. The obligation to indemnify and hold harmless includes the paying of attorneys' fees and expenses to defend any claim brought against the parties that are the beneficiary of such indemnity and hold harmless provisions.

12. **Entire Agreement.** This Agreement, along with the Agreement between Intended Donor and Recipient/Intended Parents constitutes the entire contract between the Intended Donor and PG.

13. **Severability.** Should any provision of this Agreement be deemed null, void or unenforceable, that provision shall be severable and the remaining provisions shall remain in force and effect.

14. **Contractual Interpretation.** The terms of this Agreement are the result of arms-length negotiations and shall not be strictly construed against any party. The parties hereby agree that no party, or the party's respective attorneys, shall be deemed a draftsman of this Agreement for purposes of construing or interpreting any of the terms or provisions in any action or proceeding which may hereafter arise between them.

15. **Authorization.** The Intended Parents hereby authorize PG to take whatever steps are necessary to carry out the terms of this Agreement.

16. **Written Changes.** Any modification to this Agreement must be done in writing and signed by all Parties.

PRIME GENETICS, LLC.  
A Texas Limited Liability Company

By: \_\_\_\_\_  
("PRIME GENETICS")

Dated: \_\_\_\_\_, 20\_\_

I have read and understand the foregoing terms and provisions and agree to same.

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(Intended Donor)