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## OVACY EGG BANK TERMS & CONDITIONS

### 1. Introduction

The terms of this Agreement (hereinafter referred to as the "AGREEMENT") is made between OVACY Egg Bank registered trade names of RGS Reproductive and Genetic Services Limited Company Registered in Cyprus No. HE363104 (hereinafter referred to as "OVACY") and the customer (hereinafter referred to as the "CUSTOMER").

The terms and conditions in this AGREEMENT shall govern any agreement between the CUSTOMER and OVACY regardless of whether or not such agreement was entered into in writing, via selections made by the CUSTOMER on OVACY' website, orally, or otherwise. By entering into any agreement with OVACY, the CUSTOMER accepts these terms and conditions in full. By selecting the acceptance checkbox on OVACY's website, the CUSTOMER confirms that they have read, understood, and accepted these Terms and Conditions."

CUSTOMER is either a PRIVATE CUSTOMER or, only where applicable in connection with the Patient's treatment, a professional CUSTOMER:

- a. A professional CUSTOMER is an accredited fertility clinic, licensed physician, or other duly authorised legal entity appointed by, or acting on behalf of, a PRIVATE CUSTOMER in connection with that Patient's assisted reproduction treatment, including for the purpose of receiving or using DONOR EGGS in the course of such treatment. When we enter into agreements with collaborating clinics on behalf of a private customer, the terms of those agreements will take precedence over these website Terms and Conditions.

and

- b. A PRIVATE CUSTOMER is an individual patient, entering into this AGREEMENT with OVACY for the purpose of acquiring, reserving, collecting, receiving, processing, freezing, storing, transporting, and/or otherwise handling "donor eggs" as defined herein. When we enter into agreements with PROFESSIONAL CUSTOMERS (collaborating clinics) on behalf of a PRIVATE CUSTOMER, the terms of those agreements will take precedence over these website Terms and Conditions.

Accordingly, this AGREEMENT applies to a professional CUSTOMER only where, and to the extent that, such professional CUSTOMER has been appointed by or is acting on behalf of a PRIVATE CUSTOMER as a collaborating clinic or physician participating in that Patient's assisted reproduction treatment, including where OVACY is instructed to deliver the DONOR EGGS to such collaborating clinic or physician for use in that treatment.

CUSTOMER can use DONOR EGGS for the purpose of fertility treatment ONLY, meaning treatment required to assist people to conceive a child. CUSTOMER is not allowed to use DONOR EGGS for



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any other purposes, including but not limited to research purposes, genetic testing or any other kinds of testing or preparation not conducted by OVACY.

OVACY, the CUSTOMER and, where applicable, the PRIVATE CUSTOMER and/or the collaborating professional CUSTOMER are jointly referred to as the "PARTIES".

"ORDER" shall refer to this AGREEMENT detailing with the services or DONOR EGGS provided by OVACY to the CUSTOMER and PRIVATE CUSTOMER, and shall be deemed to include, whether by incorporation by reference or otherwise, the general terms and conditions contained in this AGREEMENT.

Donor egg hereinafter referred to as the "DONOR EGG".

The AGREEMENT also applies to the PARTIES' agreement regarding delivery and transport of the DONOR EGGS as well as the PARTIES legal position in the event of damage to packing of the DONOR EGGS.

### 1. Use of Donor Eggs

The Customers agree that DONOR EGGS supplied by OVACY Egg Bank ("OVACY") will be used solely for the treatment of the intended recipient patient and in accordance with all applicable laws, regulations, and professional standards governing assisted reproductive technology.

The Customer confirms that all medical procedures, including fertilisation, embryo culture, transfer, and patient care, will be performed by appropriately qualified medical professionals at a licensed fertility clinic.

DONOR EGGS supplied by OVACY may not be transferred, resold, or provided to any third party without the prior written consent of OVACY.

### 2. Donor Information and Confidentiality

The Customer acknowledges that donor information provided by OVACY is confidential and must be used only for the purpose of treatment planning and patient counselling.

The Customer agrees to maintain the anonymity of the donor where required by applicable law and to comply with all data protection and confidentiality obligations relating to donor and patient information.



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### 3. Pregnancy Notification

The Customer or treating clinic agrees to notify OVACY without undue delay if a pregnancy occurs following treatment using DONOR EGGS supplied by OVACY.

Where available, the Customer agrees to provide basic information regarding pregnancy outcomes, including:

- confirmation of pregnancy
- miscarriage or pregnancy loss
- live birth.

This information is required to assist OVACY in maintaining accurate records, monitoring donor usage, and ensuring compliance with applicable legal limits regarding the number of families or offspring per donor per country.

### 4. Reporting of Adverse Events and Reactions

The Customer or treating clinic must notify OVACY as soon as reasonably possible if they become aware of any serious adverse event or adverse reaction potentially associated with the use of donor eggs supplied by OVACY.

Such events may include, but are not limited to:

- hereditary diseases
- congenital abnormalities
- genetic disorders
- serious medical conditions potentially linked to donor genetics
- any other significant health outcomes that may be related to the donor.

The Customer agrees to provide relevant medical information reasonably necessary for OVACY to assess and investigate the reported event, where available and permitted by applicable data protection laws.

OVACY may investigate such reports and, where necessary, may take appropriate actions including:

- suspension or review of the donor
- notification to relevant regulatory authorities
- notification to other clinics where required to protect patient safety.



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### 5. Traceability and Record Keeping

The Customer agrees to maintain appropriate records to ensure full traceability of donor eggs supplied by OVACY, in accordance with applicable regulations governing human tissues and cells.

This includes maintaining records of:

- the donor identification code provided by OVACY
- the recipient patient
- fertilisation and embryo use
- treatment outcomes where available.

Such records must be retained for the period required under applicable law and must be made available to OVACY or relevant regulatory authorities if required for safety, traceability, or regulatory compliance purposes.

### 6. Compliance with Applicable Laws

The Customer agrees that all use of donor eggs supplied by OVACY will comply with all applicable national and international laws, regulations, and professional guidelines governing assisted reproductive technologies.

### 7. No Guarantee of Treatment Outcome

OVACY provides donor eggs that have been retrieved, screened, and cryopreserved in accordance with applicable medical and regulatory standards. However, OVACY does not guarantee implantation, and pregnancy, or live birth.

Treatment outcomes depend on multiple factors including, but not limited to:

- sperm quality
- laboratory procedures
- uterine and recipient factors
- clinical treatment protocols.

However, where expressly stated in a specific OVACY treatment package, OVACY may provide limited blastocyst-stage embryo guarantees subject to the terms, eligibility criteria, exclusions, and conditions set out in the applicable treatment package agreement.



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Such guarantees apply only where:

- all eligibility criteria are satisfied;
- the treatment is performed at OVACY's designated collaborating clinic;
- sperm quality requirements are met; and
- all treatment protocols and medical recommendations are followed.

Any guarantee offered under a treatment package shall be limited strictly to the remedy expressly stated in the applicable package terms and conditions.

The Customer acknowledges that OVACY cannot be held responsible for clinical outcomes resulting from the use of donor eggs.

### 8. Limitation of Liability

OVACY shall not be liable for any indirect, consequential, or incidental damages arising from the use of donor eggs supplied under this agreement.

OVACY's liability, if any, shall be limited to the replacement of donor eggs or refund of the purchase price, at OVACY's discretion, where a defect directly attributable to OVACY is demonstrated.

OVACY shall not be responsible for clinical procedures performed by third-party clinics or healthcare providers.

### 9. Use in Licensed Clinics Only

Donor eggs supplied by OVACY may only be used in licensed fertility clinics operating in accordance with applicable medical and regulatory standards.

The Customer confirms that the clinic performing treatment holds the appropriate licences and approvals required by the relevant authorities in the country where treatment takes place.



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### 10. Genetic Risk Disclosure

The Customer acknowledges that, despite careful medical, genetic, and psychological screening of donors, it is not possible to eliminate all genetic or medical risks associated with human reproduction.

OVACY does not guarantee that a donor or resulting offspring will be free from genetic conditions, hereditary diseases, or congenital abnormalities that may not be detectable through current medical screening methods.

### 11. Ongoing Safety Monitoring

OVACY may conduct ongoing monitoring of donor health information and treatment outcomes in order to ensure the safety of recipients and offspring.

Where new medical or genetic information becomes available that may affect the suitability of a donor, OVACY may take appropriate actions including:

- suspension of donor use
- notification of relevant clinics or authorities where required
- implementation of safety or traceability measures.

The Customer agrees to cooperate with OVACY in relation to any reasonable safety investigation or regulatory reporting requirements.

### 12. Governing Law

These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of the Republic of Cyprus. The courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.

### 13. Cancellation, Postponement and Refund Policy

#### 13.1 Donor Egg Reservations and Storage

Donor egg reservations not utilised/exported within three (3) months from the reservation date shall become subject to annual cryo-storage fees at the rates published by OVACY from time to time.



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OVACY reserves the right to cancel any unutilised reservation where applicable storage fees remain unpaid.

In the event of cancellation by either OVACY or the CUSTOMER after reservation of donor eggs, OVACY may refund fifty percent (50%) of the donor egg purchase price paid or payable, unless otherwise agreed in writing.

Storage fees already paid are non-refundable unless otherwise agreed by OVACY in writing.

### 13.2 OVACY Treatment Package Postponement

Treatment may be postponed without additional charge where postponement is required for medical or clinical reasons.

The first rescheduling for medical or clinical reasons of a treatment plan within six (6) months shall be free of charge.

Any subsequent rescheduling within the same six (6) month period may incur an administrative fee of EUR 500.

Donor egg reservations not utilised within six (6) months from the reservation date due to medical or clinical reasons shall become subject to annual cryo-storage fees at the rates published by OVACY from time to time.

### 13.3 Cancellation of Treatment Packages

Unless otherwise agreed in writing:

- cancellation within fourteen (14) days from payment of the reservation fee shall entitle the CUSTOMER to a full refund;
- cancellation after fourteen (14) days from payment shall not entitle the CUSTOMER to any refund.

### 14. Priority of Specific Treatment Agreements

Where the CUSTOMER enters into a specific treatment package agreement, donor egg purchase agreement, or collaborating clinic agreement with OVACY, the terms of such specific agreement shall prevail to the extent of any inconsistency with these General Terms and Conditions.