



INFORMATION FOR DEPOSITORS

This information is directed at individuals who wish to deposit ("depositors") their tissues and cells ("storage") for immediate or future treatment with assisted reproduction. The storage is cryopreserved in a tank until required for use. Upon the depositor's request, the storage may be transferred or handed over to an authorised clinic, tissue centre or healthcare professional ("authorised entity") as part of ongoing or future treatment with assisted reproduction.

Establishment and transfer of the storage

To establish a storage, depositor must contact Cryos and enter into a storage agreement, as well as accept Cryos' general terms of agreement addressing the storage services.

If the depositor already has a storage that depositor wishes to transfer to Cryos, depositor must contact Cryos prior to the transfer. The depositor is responsible for arranging the transport of the storage to Cryos. Cryos can recommend couriers with whom it collaborates, but the depositor – in collaboration with the authorised entity shipping the storage - remains responsible for the storage until Cryos has received it at the predetermined location.

Before the transfer of the storage can take place, the depositor must complete a consent form authorising Cryos to receive the storage from the authorised entity.

When Cryos receives the storage, the depositor must enter into a storage agreement with Cryos. This agreement can be a standalone agreement or an appendix to an agreement on treatment with assisted reproduction at Cryos (e.g., when fertilised eggs are to be used in a treatment at Cryos Clinic).

To transfer the storage out from Cryos, depositor must complete a consent form authorising Cryos to transfer the storage to an authorised entity. Depositor must also sign Cryos' delivery statement.

Import/Export of a storage

For a storage to be transferred to Cryos from an authorised clinic, tissue centre, healthcare professional, etc., located outside the EU/EEA, the depositor must sign an import consent form before Cryos can receive the storage. If a storage is to be transferred out from Cryos to an authorised clinic, tissue centre, or healthcare professional located outside the EU/EEA, the depositor must sign an export consent form in addition to the delivery statement before Cryos can transfer the storage.

Cryos will assist with arranging the transport of the storage to or out from Cryos, including ensuring that it can legally pass through customs.

Cryos emphasises that transferring a storage to or from a third country can be a lengthy process and should be planned well in advance.

Legal obligation to conduct biological tests

Before a storage can be created, Cryos must, according to a legal obligation, perform a range of biological tests of depositor's blood, or have received documentation from depositor, stating that such tests have been performed by an authorised operator prior to the deposit. This is for the purpose of assessing the risk of transmission of infection to others (cross-contamination). Depending on the test results, it might not be possible for Cryos to deposit the storage. To minimize the risk of a false negative

test result, the timing of the blood tests can be important, especially if depositor has had a blood transfusion. Depositor is advised to consult Cryos' personnel.

When transferring a storage from another authorised clinic, tissue centre, or healthcare professional, test results demonstrating that the required biological tests are performed, must accompany the storage. Cryos will request the test results from the authorised entity shipping the storage. If a storage is to be transferred out from Cryos to an authorised entity, Cryos will ensure that the documentation is forwarded to the authorised entity.

Depositor's rights and obligations

The depositor retains ownership of the storage and may request its return in accordance with the storage agreement and the purpose of the storage.

In certain situations, the depositor can transfer ownership of the storage in the event of depositor's death. For example, this might apply in the case of sperm deposits. However, there may be legal requirements that govern the depositor's possibilities to manage their storage. Special regulations and legislation are applicable when it comes to the storage of fertilised and unfertilised eggs, as described in the below section on storage period.

The depositor – in collaboration with the authorised entity shipping the storage - is responsible for any accidental loss, damage, or delay of the storage during relocation to Cryos as well as it is the depositor's/ authorised entity's responsibility to insure the transport should this be both desired and possible. If the storage is to be transferred from Cryos, Cryos is responsible for the storage during transport.

The depositor must investigate whether the stored tissue and cells can be used for treatment with assisted reproduction outside Cryos, such as when the storage is transferred to an authorised clinic, tissue centre, or healthcare professional, whether such receiving authorised entity is located inside or outside of the EU/EEA.

Storage period

It varies how long it is possible to store tissues and cells, and for how long it is permitted. Stored sperm, once it is frozen, can be preserved for life.

The storage of fertilised and unfertilised eggs (embryos and oocytes) is regulated under Danish tissue legislation. Fertilised and unfertilised eggs can be stored until the woman expected to give birth reaches the age of 46, after which the eggs must be destroyed, donated for scientific research or transferred to a country outside of Denmark where continued storage is legally possible. Should the woman pass away before turning 46, destruction of the eggs is mandatory.

If there is a partner, and the couple separates, divorces, or ends their cohabitation, any fertilised eggs must be destroyed. In the event of the partner's death, fertilised eggs must be destroyed.

For eggs fertilised with the partner's sperm, storage and use in treatment with assisted reproduction can continue if there is written consent from the partner allowing the woman to use these eggs after the partner's death.

Fertilised and unfertilised eggs can only be stored for later use in one's own treatment. If there are eggs not intended for own treatment, they may be donated for scientific research by separate consent.

Cryos is at all times subject to current regulations which determine the conditions and for how long tissues and cells may be stored.

Quality of the storage

Cryos adheres to high standards with established procedures for handling tissues and cells, specifically when freezing, thawing, and during distribution. Cryos is subject to stringent quality requirements in handling the tissues and cells guided by directives from the EU and Danish health authorities and holds a licence from the Danish Agency for Patient Safety for tissue and cell management.

Despite high standards and modern techniques, there remains a risk of damage to tissues and cells during freezing, thawing, or distribution, which can affect their quality. Risks are involved especially in freezing and thawing unfertilised eggs (oocytes), and normally not all eggs will survive this process. Damaged eggs can lower the chances of successful fertilisation in a later stage.

As depositor of sperm cells, it is to be expected that the concentration of sperm cells will decrease during the freezing process.

Cryos accepts no liability for losses suffered by the depositor under the storage agreement and/or related services, including but not limited to low sperm quality, predictable and unavoidable deterioration in quality of embryos during freezing due to biological variation, positive test results, damage or destruction of the deposit caused by Cryos, export or import restrictions, or any situation where a fertility clinic declines to use the storage, for any reason.

Collection and storage of personal data

In relation to healthcare treatment, traceability requirements and record-keeping obligations, Cryos is required to collect, process, and store information, including personal data, about all depositors. A condition for depositing is the depositor's acceptance of the collection, processing, and storage of such information. Cryos' Privacy Policy outlines how the personal data of both customers and patients is managed by Cryos.

Prices and terms for storages

Current storage prices are available on Cryos' website or by contacting Cryos directly.

Details on prices, shipping methods, and delivery times related to the transport or collection of a storage can be found on Cryos' website or by contacting Cryos.

Storages are subject to the conditions outlined in the storage agreement together with Cryos' general terms of agreement. Additionally, any legislation to which Cryos is subject will be applied at all times.

Additional terms

When a storage is meant for a specific treatment with assisted reproduction, special requirements may apply. You will be informed about this in connection with the specific treatment, and additional agreements and consent forms will be explained.

Should Cryos discontinue its operations as a tissue centre, any personal data Cryos has collected about you, along with stored tissues and cells, will be transferred to another tissue centre in accordance with Section 11 of the Danish Executive Order on Human Tissue and Cells.