Exhibit D

Copy of Jonathan D. Gregg's November 2014 Pay Statement

Deloitte.

Deloitte Consulting LLP

Deloitte - 4022 Sells Drive, Hermitage, TN 37076 (1-800-DELOITTE)

| Name Jonathan Daniel Gregg | Personnel Number 00398027 Rate/Salary 5,192.31 | | | ər | Period Begin 11/17/2014 | | Period End 11/29/2014 | |
|--------------------------------------|---|---------------------|------------|------------------------|-----------------------------------|--------------------|---------------------------------|------------------|
| Date Paid 11/28/2014 | | | | Cost Center 3041 | | | | |
| Total Earnings 5,192.31 | | ax Ded 00 | | Tax Deduct 1,993.50 | | er-Tax Ded 0.00 | Net P 3,198 | |
| | Hours | Rate | Current | Year- to-Date | | | Current | Year- to-Date |
| GROSS EARNING(S): | | | | | PRE-TAX DEDUC | TION(S): | | |
| 11/29 Regular Salary | | | \$5,192.31 | \$5,192.31 | TAXABLE EARNI | NGS (FED) : | \$5,192.31 | \$5,192.31 |
| TOTAL GROSS | | | \$5,192.31 | \$5,192.31 | | | | |
| | | | | | FED TX Withholdi | ng Tax | 1,082.07 | 1,082.07 |
| | | | | | FED TX EE Socia | l Securit | 321.92 | 321.92 |
| | | | | | FED TX EE Medic | are Tax | 75.29 | 75.29 |
| | | | | | NY TX Withholding | g Tax | 324.52 | 324.52 |
| | | | | | NY TX EE Disabili | ity Tax | 1.20 | 1.20 |
| | | | | | NY01 TX Withhold | ling Tax | 188.50 | 188.50 |
| | | | | | OTHER DEDUCT | ION(S): | | |
| | | | | | NET PAY | | \$3,198.81 | \$3,198.81 |
| Payment Type | Bank Lo | cation | | Bank | Number | Amount | | |
| Direct Deposit | 0260 |)12881 | | XXXX | XX9804 | \$ 3198.81 | | |

Exhibit E

Copy of James Derek Mize and Jonathan D. Gregg's Marriage Certificate

| | × | i. |
|--|---|--|
| | ~ | |
| JAMES DEREK MIZE JONATHAN DANIEL GREGG | se | |
| 3 W 87th St. Apartment # 1C | * 2 ₩ | |
| New York City, NY 10024 United States | 2 × [| |
| | | |
| | | |
| | | |
| | THE CITY OF NEW YORK | License Nun |
| M-2015-4 | OFFICE OF THE CITY CLERK MARRIAGE LICENSE BUREAU | M-2015-12342 |
| Cer | tificate of Marriage Regi | stration |
| This Is To Certify That residing at 3 W 87th St. Apartr born on 11/16/1980 | JAMES DEREK MIZE ment # 1C, New York City, NY 10024, United States at Jackson Mississippi United States | |
| residing at 3 W 87th St. Apartr born on 11/16/1980 and JONATHAN DANIEL GREG | JAMES DEREK MIZE ment # 1C, New York City, NY 10024, United States at Jackson Mississippi United States GG ment # 1C, New York, NY 10024, United States at London United Kingdom | |
| residing at 3 W 87th St. Apartr born on 11/16/1980 and JONATHAN DANIEL GREE residing at 3 W 87th St. Apartr | JAMES DEREK MIZE ment # 1C, New York City, NY 10024, United States at Jackson Mississippi United States GG ment # 1C, New York, NY 10024, United States at London United Kingdom | |
| residing at 3 W 87th St. Apartr born on 11/16/1980 and JONATHAN DANIEL GREA residing at 3 W 87th St. Apartr born on 02/09/1981 on 05/30/2015 | JAMES DEREK MIZE ment # 1C, New York City, NY 10024, United States at Jackson Mississippi United States GG ment # 1C, New York, NY 10024, United States at London United Kingdom | |
| residing at 3 W 87th St. Apartr born on 11/16/1980 and JONATHAN DANIEL GREA residing at 3 W 87th St. Apartr born on 02/09/1981 | JAMES DEREK MIZE ment # 1C, New York City, NY 10024, United States at Jackson Mississippi United States GG ment # 1C, New York, NY 10024, United States at London United Kingdom IDERE MARTIED at | |
| residing at 3 W 87th St. Apartr born on 11/16/1980 and JONATHAN DANIEL GREA residing at 3 W 87th St. Apartr born on 02/09/1981 on 05/30/2015 | JAMES DEREK MIZE ment # 1C, New York City, NY 10024, United States at Jackson Mississippi United States GG ment # 1C, New York, NY 10024, United States at London United Kingdom DECE MARTED at Bryant Park 25 W. 40th Street | |
| residing at 3 W 87th St. Apartr born on 11/16/1980 and JONATHAN DANIEL GREA residing at 3 W 87th St. Apartr born on 02/09/1981 on 05/30/2015 By JACK HARRISON | JAMES DEREK MIZE ment # 1C, New York City, NY 10024, United States at Jackson Mississippi United States GG ment # 1C, New York, NY 10024, United States at London United Kingdom DETE JAPATETED at Bryant Park 25 W. 40th Street New York, NY | |
| residing at 3 W 87th St. Apartr born on 11/16/1980 and JONATHAN DANIEL GREA residing at 3 W 87th St. Apartr born on 02/09/1981 on 05/30/2015 By JACK HARRISON as shown by the duly register | JAMES DEREK MIZE ment # 1C, New York City, NY 10024, United States at Jackson Mississippi United States GG ment # 1C, New York, NY 10024, United States at London United Kingdom IDECE JAHATTIED at Bryant Park 25 W. 40th Street New York, NY United States | file in this office. |
| residing at 3 W 87th St. Apartr born on 11/16/1980 and JONATHAN DANIEL GREA residing at 3 W 87th St. Apartr born on 02/09/1981 on 05/30/2015 By JACK HARRISON as shown by the duly register | JAMES DEREK MIZE ment # 1C, New York City, NY 10024, United States at Jackson Mississippi United States GG ment # 1C, New York, NY 10024, United States at London United Kingdom DETE INACTIED at Bryant Park 25 W. 40th Street New York, NY United States red license and certificate of marriage of said persons on CERTIFIED THIS DATE AT THE CITY CLERK'S OF | file in this office. |
| residing at 3 W 87th St. Apartr born on 11/16/1980 and JONATHAN DANIEL GREA residing at 3 W 87th St. Apartr born on 02/09/1981 on 05/30/2015 By JACK HARRISON as shown by the duly register | JAMES DEREK MIZE ment # 1C, New York City, NY 10024, United States at Jackson Mississippi United States GG ment # 1C, New York, NY 10024, United States at London United Kingdom IDETE IMATTIED at Bryant Park 25 W. 40th Street New York, NY United States red license and certificate of marriage of said persons on CERTIFIED THIS DATE AT THE CITY CLERK'S OF Manhattan J N.Y. | file in this office. FICE une 10, 15 |

M 0153418

Exhibit F

Consent to Treatment – Surrogacy Form

Consent to Treatment IVF (HOST) SURROGACY (COMMISSIONING COUPLE/INTENDED PARENTS) Same Sex Male Couple using Donor Eggs Fresh Cycle

(man's name - partner) James Mize (186652)

of (home address) 49 Normandy Avenue, Barnet, Hertfordshire

being unable to have a child by other means, have requested CARE, through their medical and scientific staff, to assist us the commissioning parents to have a child by IVF(Host) Surrogacy.

- 1 We have had a full discussion with DR KAZIM of Medical Practitioner) on ... 10 AUGUST 2016
- 2 We have been counselled by <u>HEATHER</u> BONFIELD (Name of Independent Counsellor) on <u>10</u> AUGUST 2016

We understand that further counselling may be necessary, and is available for us as long as either CARE or we feel it necessary.

3 We have been advised that surrogacy arrangements are unenforceable and that we should seek legal advice from an independent solicitor.

We understand that if we do so, there will be no direct contact between CARE and our solicitor, but agree that our solicitor may contact CARE to assure them that proper legal advice has been taken.

- 4 We consent to treatment and understand that the methods of treatment may include:
 - i. insemination of the donated oocyte(s) with the sperm of JON ATHAN. GRECG
 - ii. Intracytoplasmic sperm injection (ICSI) direct injection of one of the man's sperm into the egg* (using the HOS Test to identify live but immotile sperm*).
 - iii. the maintenance or storage by cryopreservation of any resulting embryos until, in the view of the medical and scientific staff, they are ready for transfer to the HOST
 - iv. in the event of embryos being replaced fresh, we understand that the sperm of Savannay, Galactor, will have been quarantined and screened in line with regulations and, prior to its use, the provider of the sperm will have undergone screening for HIV, Hepatitis B and C and venereal disease
 - v. a maximum of 2 embryos will be transferred to the HOST
- 5 The HOST referred to above is:

| (name) |
|---------------|
| (address) |
| |

6 We understand and accept that there is no certainty that a pregnancy will result from these procedures, since the success rate is uncertain even where an egg is recovered and embryo transfer is carried out. We further understand and accept that the medical and scientific staff can give no assurance that any pregnancy will result in the delivery of a normal living child.

Jonathan Gregn 06/01/2017

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We confirm that we have read and understood the written information relating to IVF, ICSI, assisted hatching*, surgical sperm recovery*, blastocyst transfer* and the use of the HOS test for identifying immotile sperm for ICSI*. We understand the procedures and the implications including the risks of multiple pregnancy, miscarriage, ectopic pregnancy and congenital abnormalities after assisted reproduction, and the possible inheritance of genetic factors leading to infertility, including sex chromosome and other abnormalities, after ICSI.

7 Egg Donation – general points

We understand:

- i. That CARE cannot guarantee the number of eggs collected from a donor.
- ii. That approximately 10% of cycles are cancelled.
- iii. That the donor may withdraw or vary her consent to proceed at any time before the eggs (or embryos arising from her eggs) are used. If the donor's cycle is cancelled prior to egg collection, or the donor withdraws her consent prior to egg collection, CARE undertakes to take reasonable efforts to arrange a rematch (subject to a suitable donor being available) as soon as possible. In these circumstances a treatment refund will be made. In the unlikely event of a donor withdrawing her consent after egg collection (including after embryo cryopreservation) no refund will be made.
- iv. Not all eggs collected are mature, not all will fertilise and those that do may not divide or be suitable for replacement.
- v. We understand that the donor, who has given effective consent to donate her eggs under the HFEA Act 1990 (as amended), will not be the legal parent of any child(ren) resulting from the donation.
- vi. That child(ren) born as a result of this donation will be able to access non-identifying information about the donor at the age of 16 and identifying information from the age of 18 as described in the CARE information document.
- vii. That no donor screening programme can be totally guaranteed and small risks of infection, medical and genetic disease, including cystic fibrosis, do remain which we accept.
- viii. Where cryopreserved eggs are used CARE cannot guarantee that any eggs will survive the freeze thaw process, will fertilise or that embryos arising from treatment will be suitable for replacement.

8 IVF Egg Sharing Arrangements*

We understand that in addition in IVF egg sharing arrangements:

- i. IVF egg share donation provides an infertile couple subsidised access to fertility treatment in the form of donation of a number of eggs.
- ii. If 8 or more eggs are collected they will be shared equally between the donor and ourselves. (Odd eggs, above 8, are usually allocated to the donor.)
- iii. In the unlikely event that fewer than 8 eggs are collected, under current HFEA guidelines only one option is available to the donor. The donor must use all the eggs herself. CARE will undertake to take reasonable efforts to arrange a rematch (subject to a suitable donor being available) as soon as possible. In these circumstances a treatment refund will be made.
- iv. In an anonymous egg sharing arrangement no information will be available to either party that might identify the other or any resulting child(ren). CARE has provided nonidentifying information to us about the egg sharer [Height, Eye colour, Hair colour, Complexion, Ethnic Origin, Blood Group and CMV status] and will provide information about the outcome of our egg sharer's treatment cycle on request if her treatment is successful [number and sex of any children].
- v. We understand that CARE can, at the egg sharer's request, provide her with information about the number, gender and year of birth of any children born to us as a result of this donation.

9 Two Recipients matched to an altruistic donor*

We understand that in addition, where two recipients are matched to an altruistic donor, one couple are termed 'couple 1', the other 'couple 2'. Eggs are shared equally between the couples (odd numbers of eggs are donated to couple 1). If fewer than 8 eggs are collected, all the eggs will be allocated to couple 1 and CARE will endeavour to rematch couple 2 as

Jonathan Gran 06/01/2017

quickly as possible (at no additional treatment cost). In this case couple 2 will then become 'couple 1' in the rematch arrangement.

10. Altruistic donor – exclusive match option*

We understand that in addition, where only one recipient is matched to an altruistic donor, in this package the recipient receives all the eggs collected from an altruistic donor and further seeks, within the limits of biology, to "guarantee" a minimum of 8 eggs. If 8 eggs are not available, there will be a refund of the difference between this and the normal "shared" donor cycle above.

- 11 We accept that the decision on the suitability and number of embryos for transfer to the HOST will be that of the medical and scientific staff of CARE.
- 12 **Embryo Freezing:** Where appropriate we request that any embryos which are not replaced should, at the discretion of the medical staff, be preserved and stored subject to the terms of the HFEA Consent Form and the CARE Contract for Embryo Cryopreservation (Freezing) and Initial Storage Period
- 13 We do not agree to the transfer of any embryo(s) so produced into any woman other than the HOST named above.
- 14 We agree that the relationship between ourselves and CARE arising out of this Document shall be governed by English law and that the English version of this contract shall be definitive.
- 15 We understand that the host surrogate will be the child's legal parent unless relevant court proceedings (Parental Order or Adoption) are carried out. If the host surrogate is married or in a civil partnership her husband/civil partner will be the legal parent until a Parental order is obtained or Adoption is approved unless the host has completed a "Lack of consent of partner" form (HFEA LC). We understand that if the host surrogate is not married or in a civil partnership the biological father can be the legal father in common law or the non-biological intended father can be nominated as the other legal parent when the child is born by completing form SPP and the host completing form SWP.
- 16 We have been given at least 24 hours to consider the contents of this document and we have been told that we might make further enquiries if we so wish, before signing.
- 17 We have been offered counselling about the implications of being commissioning parents to have a child by IVF (HOST) Surrogacy. We also confirm that we have read and understand the content of this document.

AIDS (HIV), Hepatitis B & C Screening

All patients are screened for these serious infections prior to treatment at CARE. Because of the long incubation period of the AIDS virus in particular, an infected individual may have a negative test result. If you could have been exposed to the risk of infection in the six months before or following your most recent test, please inform a member of staff that appropriate precautions and/or additional testing can be arranged. Further information on risk activities is available in our patient information document or from CARE staff. [Confidentiality is assured.]

I/we confirm that I/we have not been exposed to the risk of HIV, Hepatitis B or C infection in the six months before **my/our** last HIV, Hepatitis B & C tests were performed, or subsequently.

DECLARATION

Man – Sperm Provider

Signed:

Jonathan Gregy 06/01/2017

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The relevant information required by Sections 4, 6 & 14 of the Human Fertilisation & Embryology Authority's Code of Practice has been given to the patient. The patient has been given a suitable opportunity to take part in counselling about the implications of the proposed treatment.

Date: 06/01/2017 On behalf of CARE: EMERGENCY DEPARTMENT DR GRAHAM FLEMING Print Name: KING'S COLLEGE HOSPITAL GML: 6050092 NHS FOUNDATION TRUST Male Partner's Consent DENMARK HILL I am the male partner* of Jonathan Geegg I acknowledge that he and late being treated together. I also acknowledge that I have read and understand the above information, in particular, CARE's "Risks and Complications of Assisted Conception" document. Signed: The relevant information required by Sections 4, 6 & 14 of the Human Fertilisation & Embryology Authority's Code of Practice has been given to the patient. The patient has been given a suitable

opportunity to take part in counselling about the implications of the proposed treatment. 12017 On behalf of CARE: ******** DR GRAHAM FLEMINC Print Name:

(-ML: 6050092

EMERGENCY DEPARTMENT KING'S COLLEGE HOSPITAL NHS FOUNDATION TRUST DENMARK HILL LONDON SE5 9RS



Egg Recipient:

JONATHAN GREGGDOB: 9/2/81 CARENO: 186651

These are the physical characteristics of your egg donor. Please sign and return to the Egg Donation Coordinator at CARE.

| Donor Type | ALTRUISTIC DONOR |
|---------------|--|
| Eye colour | GREENS GREY |
| Hair colour | DAEK BROWN |
| Complexion | MEDNM. |
| Ethnic origin | MIXED RACE 14 Caribbon 3/4 Caribbon |
| Blood Group | A pos. |
| Height | 5'5" |

Following recent advice from the HFEA we cannot provide any additional information about the donor (eg. age or medical history) before matching as this would breach the very strict legal requirements set down in Section 33 of the HF&E Act.

Donor's Pen Portrait

Requested & Given

Declined

We confirm our acceptance of this donor.

Signatures:

Female partner:

Male partner:

..... 06/01/2017

Date:

| Please return by p | post or fax to: | |
|--------------------|-----------------|--------------|
| The Egg Donation | | |
| CARE | | |
| 67 The Avenue | | |
| Cliftonville | | |
| Northampton | | |
| NN1 5BT | Fax No: | 01604 603275 |

DO NOT WRITE BELOW THIS LINE - CARE OFFICE USE ONLY

| File in recipie | nt notes and tick A4 cy | | |
|-----------------|-------------------------|-------------|---------|
| Donor's CAR | E & Hospital Nos: | | |
| Checked by | Rhai | Checked by: | |
| Name: | N. HOUGHTON-DRAEGE | Name: | (SAMMEL |
| Date: | 10.01.2017. | Date: | 10[1]17 |

(Consent to Match - Egg Recipient - Aug 2006)

Exhibit G

Gestational Surrogate Consent Form



Consent to Treatment FER (HOST) SURROGACY (HOST FER)

Before treatment can be performed at CARE, patients need to complete Consent Forms **FOR EACH TREATMENT CYCLE.** These are important legal documents. It is vital that you read the consents carefully. They must be signed by you witnessed by CARE staff before we can proceed to treatment. If there is anything you don't understand, or if you want more information, CARE staff will be pleased to assist.

2.00

To facilitate the process, please fill in the name and address sections and any other sections you are clear about. For all consents, CARE will hold one copy and a duplicate will be made available to you.

Legal Parenthood and Surrogacy

In October 2013 some important modifications to the law relating to Parenthood came into force and it is important to understand these.

- a) Your Parenthood status As the carrying mother, you will be the child's legal parent unless relevant court proceedings (Parental Order or Adoption) are completed.
- b) If you are not married or in a civil partnership the biological father can be the legal father in common law or the intended female parent can be nominated as the other legal parent when the child is born [they complete HFEA form SPP and you complete HFEA form SWP to ratify this these forms MUST agree which partner is to be nominated]; the tage
- c) If you are married or in a civil partnership your husband/civil partner will also be the legal parent until a Parental Order is obtained or Adoption is approved **unless** either he/she completes HFEA form SWC [Withdrawing consent] or you have completed a "Lack of consent of partner" form (HFEA LC). If form LC or form SWC have been completed, then it is possible for either the biological father or the intended female parent be nominated as the other legal parent when the child is born on completion of HFEA forms SPP and SWP as above]

The Parenthood rules are complex and there are a number of different scenarios not detailed here which may occasionally arise. CARE staff will be happy to clarify which forms should be completed and by whom in each case.

| | <u></u> |
|---|---|
| | 016 (2011) |
| l, | (the "woman") |
| with the consent of my husband/p artner* , | (Name) |
| of | (Address) |
| | jonal ca |
| have agreed to act as a HOST mother for the commiss JONATHAN GRESS (man) and JAM both of: | LEJ MIZE (woman/male partner) |
| GN 5 2HX | no are unable to have a child by any other means. |
| 1 I/*we have had a full discussion with D.C.M. | <u>21/7/2017</u> |
| | [*delete as appropriate] |

I/*we understand that further counselling may be necessary and is available for as long as CARE or we feel necessary.

1.

- ·:

1. .

N'e

3 I/*we have been advised in writing to seek legal advice from an independent solicitor.

SARAM WOOD - HEATH AT WILSONS LAW (Solicitors)

I/*we understand that it we do so, there will be no direct contact between CARE and our solicitors, but agree that our solicitors may contact the Counsellor in order to assure him/her that proper legal advice has been taken.

4 I/*we consent to:

1 in 1946

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· · ·

h.M.

the use of frozen embryos created by the temmissioning womanl/egg donor/commissioning man/sperm donar for replacement.*

5 I*/we understand and accept that there is no guarantee that the embryos will thaw successfully and that all stored embryos may be thawed in this treatment cycle.

6 Embryo Transfer: a maximum of two embryos may be replaced in the uterus of the woman.

- 7 I/*we consent to these procedures and to the administration of such drugs and anaesthetics as may be necessary. I/*we understand that analgesic or antibiotic suppositories may be used for the management of pain and infection prophylaxis. I/*we also consent to any further operative measures that may be found necessary in the course of the treatment and can be justified for medical reasons. I/*we have told CARE about any additional procedures I/*we would not wish carried out without having the opportunity to consider them first.
- 8 I/*we understand and accept that there is no certainty that a pregnancy will result from these procedures, since the success rate is uncertain, even when embryo replacement is carried out. I/*we further understand and accept that the medical and scientific staff can give no assurance that pregnancy will result in the delivery of a normal living child. I/*we accept that CARE also cannot accept responsibility for any damage that might occur to embryos as a result of the freezing/storage/fhawing process or any abnormality or diseases occurring in a child born as a result of fertility treatment in which freezing has taken place. I/*we understand that, whilst taking reasonable steps, CARE also cannot guarantee that all samples in the liquid nitrogen bank are free from infectious agents. I/*we confirm that I/*we have read and understood the written information relating to frozen embryo replacement (and assisted hatching*). I/*we understand the procedures and the implications including the risks of multiple pregnancy, infection, miscarriage, ectopic pregnancy and congenital abnormalities.

AIDS (HIV), Hepatitis B & C Screening

All patients are screened for these serious infections prior to treatment at CARE. Because of the long incubation period of the AIDS virus in particular, an infected individual may have a negative test result. If you could have been exposed to the risk of infection in the six months before or following your most recent test, please inform a member of staff that appropriate precautions and/or additional testing can be arranged. Further information on risk activities is available in our patient information document or from CARE staff. [Confidentiality is assured].

I/*we confirm that I/*we have not been exposed to the risk of HIV, Hepatitis B or C infection in the six months before my/our last HIV, Hepatitis B & C tests were performed, or subsequently.

I/*we confirm that I/*we have been offered counselling about the implications of treatment and have discussed the procedures outlined above, information of which has been given orally and in writing. I/*we also confirm that I/*we have read and understand the content and importance of this document.

- 9. I/*we agree that English Law shall govern the relationship between myself and CARE arising out of this document and that the English version of this contract shall be definitive. I/*we understand that, as the carrying mother, I/*we will be the child's legal parent unless relevant court proceedings (Parental Order or Adoption) are carried out.
- 10. I/*we have been given at least 24 hours to consider the contents of this document and I/*we have been told that I/*we might make such further enquiries if I/*we so wish, before signing. I/*we have been offered counselling about the implications of being a HOST mother for the above named commissioning couple.

| | *) IC + + + |
|---|--|
| | a base ac |
| | der to a |
| DECLARATION | |
| Female Partner | |
| I am the wife/ female | |
| understood the abo | ve information , in particular, CARE's "Risks and Complications of Assisted |
| Conception" docum | nent and I consent to the treatment discussed in previous consultations and as |
| outlined above. | |
| | |
| Signed by: | (HOST/Woman)) Date: 30 (8/20, 7 incs ii 1/* |
| | of beying |
| | tion required by Section 4 & 14 of the Human Fertilisation & Embryology |
| | Practice has been given to the patient. The patient has been given a suitable |
| opportunity to take p | part in counselling about the implications of the proposed treatment. |
| | 2010 |
| On behalf of CARE: | Date: 50[8/() |
| Print Name: | KGAUME |
| Husband/ Male Partn | eris Consent |
| | |
| I am the husband/m my wife/ partnes acti above information , i | ale partnar* of |
| 10 | |
| Signed by: | (Husband/Partner) |
| The relevant informe | tion required by Sections 4 & 14 of the Human Fertilisation & Embryology |
| | Practice has been given to the patient. The patient has been given a suitable |
| | part in courselling about the implications of the proposed treatment. |
| opponunny to take p | 10 15:11 2 |
| On behalf of CARE: | PC Date: 30/8/17 |
| On bendir of CARE: | |
| | |
| Print Name: | K GAUGWICL |
| | |
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Exhibit H

Surrogacy – Frozen Embryo Consent Form



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Consent to Treatment Information & Guidance Surrogacy – Commissioning Couple/Intended parents Same Sex Male Couple using Frozen Embryos

Before treatment can be performed at CARE couples need to complete Consent Forms FOR EACH TREATMENT CYCLE. These are important legal documents. It is vital that you read the consents carefully. They must be signed by you both and witnessed by CARE staff before we can proceed to treatment. If there is anything you don't understand, or if you want more information, CARE staff will be pleased to assist.

Where surrogacy is taking place the issues are highly complex as the cycle is both a "donation" cycle <u>AND</u> a treatment cycle for the couple. The man whose sperm is to be used therefore needs to complete the appropriate form for the donation and you will also both need to complete the usual CARE treatment consent forms and HFEA forms. This guide has therefore been prepared to help with the completion of the various forms.

To facilitate the process, please fill in the name and address sections and any other sections you are clear about. For all consents, CARE will hold one copy and a duplicate will be made available to you if you request it. Please ensure that all consents are completed and agree with each other to avoid invalidation.

Forms for the man whose sperm is being used to complete:

HFEA Donor Information Form (green)

In the UK surrogacy is legally seen as a form of donation – the man "donating" the embryo created from his sperm and donated eggs to the host surrogate. The commissioning man providing sperm for the treatment must therefore register as a "donor" with the HFEA by completing this form which we will forward to the HFEA. This form consists of 4 duplicated sheets and contains the information about you that we are required to submit to the licensing authority.

It is very important that either your passport/ID card number or NHS number (available from your GP) is put on page 1 of the form.

If there are any parts of the form about which you are unclear CARE would be happy to advise you.





Forms for the man whose sperm is being used to complete (continued)

2 HFEA Form MSG (man providing sperm to complete)

This form clarifies how you would like your sperm and embryos arising from it to be used and stored. You have the right to modify the consents at any time provided that the sperm or embryos have not already been used.

The Surrogacy Arrangement

Section 3.1 – We don't offer GIFT or IUI for surrogacy so tick **NO** Section 3.2 – Tick **YES** if this is your wish

To store sperm or embryos Sections 4.1 & 4.2 should both be ticked YES. The statutory maximum storage duration in UK law is 10 years in the first instance (though this can potentially be extended - See Notes below re Premature Infertility). Shorter periods are at individual patient's discretion. Section 4.3 should therefore be ticked NO and section 4.4 & 4.5 ticked 10 years as the specified period. Shorter durations are at your own discretion.

Training & Use after your death/mental incapacity Complete sections 5 & 6 according to your wishes

Premature Infertility: There are special provisions for patients potentially suffering from (or likely to suffer from in the future) premature infertility which allow longer storage periods. In these circumstances additional confirmatory documentation must be completed. If you believe this may be applicable to your situation please discuss with the clinic staff.

3 HFEA Form SPP – "Consent to being the legal parent in Surrogacy"

If the surrogate is not married or in a civil partnership the biological father can be the legal father at common law when the child is born [if no one else has been nominated). Alternatively the intended non-biological intended father can be nominated as the other legal parent when the child is born. The intended non-biological intended father should complete the SPP "Consent to being the legal parent in Surrogacy" form and the host complete HFEA form SWP.

If the host surrogate is married or in a civil partnership her husband/civil partner will be the legal parent until a Parental Order is obtained or Adoption is approved, unless the host has completed an HFEA "Lack of consent of partner" form (LC)

Forms for the couple to complete:

4 CARE Treatment Consent Form for Intended Parents [see below] These are our consent forms and are specific to the treatment you are having (e.g. IVF, ICSI, surgical sperm recovery). We are constantly looking for ways to improve treatments. While the first priority is your treatment, sometimes sperm, eggs or embryos are available which cannot be used for treatment or stored for future use. Such material may also be used to train young scientists in the skills they need to acquire before they work in the clinical laboratory

This material can potentially also be used in research to improve our knowledge of fertility and develop new treatments. At any one time a number of projects may be ongoing. All the projects are (where relevant) licensed both by our Ethical Committee and the HFEA and specific consent forms will need to be completed.

Consent to Treatment IVF (Host) Surrogacy – Frozen Embryo Replacement (Commissioning Couple) Same Sex Male Couple

(man's partner) JAMES DEREK MIZE

of (home address) 49 NORMANDY AVENUE, BARNET, HERTS

ENS 2HX

being unable to have a child by other means, have requested CARE, through their medical and scientific staff, to assist us the commissioning parents to have a child by IVF(Host) Surrogacy.

| 1 | We have had a full | discussion with | RAHNUMA | KAZEM | (Name |
|--------|------------------------|-----------------|---------|-------|-------|
| of Med | dical Practitioner) on | 07/07 | /17 | | |

2 We have been counselled by <u>HEATHER</u> BONHAM (Name of Independent Counsellor) on <u>IOLOS/16</u> about the implications of being commissioning parents to have a child through IVF (Host) Surrogacy.

We understand that further counselling may be necessary, and is available for us as long as either CARE or we feel it necessary.

3 We have been advised that surrogacy arrangements are unenforceable and that we should seek legal advice from an independent solicitor.

We understand that if we do so, there will be no direct contact between CARE and our solicitor, but agree that our solicitor may contact CARE to assure them that proper legal advice has been taken.

4 We consent to the use of our frozen embryos for Host Surrogacy."

5 We understand and accept that there is no guarantee that the embryos will thaw successfully and that all stored embryos may be thawed in this treatment cycle.

6 Embryo Transfer - a maximum of two embryos may be replaced in the utary of the HOST surrogate:

.....

(name) (address)

7 THOMAN THAN ONE BLASTACYST FOR TRANSFER

.....

CARE will use a may embryos singly until we have the agreed number (1 or 2) surviving for transfer. However, as a fill embryos survive the freezing/thawing process, if fewer than the transfer number than success indicate what you would like us to do:

- Commence of thaw until the preferred number is reached
- Contract that until required number of 100% surviving embryos available
- Telephone you to discuss the options

Other issues (a characterist to thaw first if embryos available from more than one freeze, or IVF and ICSI endorses woth available):

8 We used strained and accept that there is no certainty that a pregnancy will result from these procedures, since the success rate is uncertain even where embryo transfer is carried out. We further understand and accept that the medical and scientific staff can give no assurance that any pregnancy where all in the delivery of a normal living child. We accept that CARE also cannot accept responsibility that any damage that might occur to embryos as a result of the freezing/storage/thawing process or any abnormality or diseases occurring in a child born as a result of fertility treatment in which freezing to is taken place. We understand that CARE also cannot guarantee that all samples in the liquid niabel in bank are free from infectious agents. We confirm that we have read and understood the written information relating to frozen embryo replacement (and assisted hatching, extended culture/blastocyst transfer*). We understand the procedures and the implications including the risks of multiple pregnancy, miscarriage, ectopic pregnancy and congenital abnormalities after assisted reproduction, and the possible inheritance of genetic factors leading to infertility, including sex chromosome and other abnormalities.

9 We accept that the decision on the suitability and number of embryos for transfer to the HOST will be that of the medical and scientific staff of CARE and the Host Surrogate.

10 We do not agree to the transfer of any embryo(s) so produced into any woman other than the Host Surrogate named above.

11 We agree that the relationship between ourselves and CARE arising out of this Document shall be governed by English law and that the English version of this contract shall be definitive.

We understand that the host surrogate will be the child's legal parent unless relevant court proceedings (Parental Order or Adoption) are carried out. If the host surrogate is married or in a civil partnership her husband/civil partner will be the legal parent until a Parental order is obtained or Adoption is approved unless the host has completed a "Lack of consent of partner" form (HFEA LC). We understand that if the host surrogate is not married or in a civil partnership the biological father can be the legal father in common law or the non-biological intended father can be nominated as the other legal parent when the child is born by completing form SPP and the host completing form SWP.

13 We have been given at least 24 hours to consider the contents of this document and we have been told that we might make further enquiries if we so wish, before signing.

AIDS (HIV), Hepatitis B & C Screening

All couples are screened for these serious infections prior to treatment at CARE. Because of the long incubation period of the AIDS virus in particular, an infected individual may have a negative test result. If you could have been exposed to the risk of infection in the six months before or following your most recent test, please inform a member of staff that appropriate precautions and/or additional testing can be arranged. Further information on risk activities is available in our patient information document or from CARE staff. [Confidentiality is assured.]

I/we confirm that I/we have not been exposed to the risk of HIV, Hepatitis B or C infection in the six months before my/our last HIV, Hepatitis B & C tests were performed, or subsequently.

Male Partner – Sperm Provider

I am the partner* of STAMES DEREK MIZE I acknowledge that I have read and understand the above information, in particular, CARE's "Risks and Complications of Assisted Conception" document.

I CONFIRM THAT I WAS THE SPERM PROVIDER FOR THE CREATION OF THE EMBRYOS* AND CONSENTED TO THE USE OF DONOR EGGS FOR THE CREATION OF THE EMBRYOS*

The relevant information required by Sections 4, 6 & 14 of the Human Fertilisation & Embryology Authority's Code of Practice has been given to the patient. The patient has been given a suitable opportunity to take part in counselling about the implications of the proposed treatment and research studies [as appropriate].

1. Date: 17.07.2017. On behalf of CARE: ... N. Hargn TON - Deatese Print Name:

Male Partner's Consent

I am the partner* of Son ATHAN GREGG I acknowledge that he and I are being treated together. I also acknowledge that I have read and understand the above information, in particular, CARE's "Risks and Complications of Assisted Conception" document.

Signature of husband/male partner fores buchling. Date: 17 1.1.

The relevant information required by Sections 4, 6 & 14 of the Human Fertilisation & Embryology Authority's Code of Practice has been given to the patient. The patient has been given a suitable opportunity to take part in counselling about the implications of the proposed treatment and research studies (as appropriate).

| On behalf of CARE: | Rhou. Date: 17.07.2017 |
|--------------------|------------------------|
| Print Name: | N. HONGHTON - DRAEGER |

Exhibit I

Copy of S.M.-G.'s Birth Certificate

 Case 1:19-cv-03331-MLB
 Document 45-9
 Filed 01/17/20
 Page 2 of 2

 Application No.
 10068957/1
 XYP
 004849



CERTIFIED COPY

OF AN ENTRY

| | | | BIRT | 4 | Entry No. 97 |
|---------------------------------------|--|--------------------------|-------|---|--|
| Registration district Sub-district | | Cambridgeshire | | Administrative area | |
| | | Cambridgeshire | | County of Cam | bridgeshire |
| 1. | Date and place of | birth | CHILD | an a | |
| | Hinchingbro | oke Hospital, Huntingdon | n | | |
| 2. | Name and surnam | le | | | 3. Sex |
| | | | | | Female |
| 4. | Name and surname | | PAREN | T | and the second |
| | Jonathan Da | aniel GREGG | | | |
| 5. | Place of birth | | 6. | 6. Occupation | |
| | Camden, London | | | Consultant | |
| 7. | Name and surnan | 19 | PAREN | een aan an an ar an ar an | |
| | James Dere | ek MIZE | | | |
| 8. | Place of birth | | 9. | Occupation | |
| | United States of America | | | Legal Recruitment Consultant | |
| 10. | Parents' address | | | | |
| | 24 Westcott Road, London | | | | |
| 11. | Date of registration | | 12 | 12. Signature of registering officer | |
| | Seventeent | h April 2019 | | L E Rowlinson | |
| 13. | Name given after registration, and surname | | | | |

CERTIFIED to be a true copy of an entry in the Parental Order Register maintained at the GENERAL REGISTER OFFICE. Given at the General Register Office, under the seal of the said office.

A certified copy of an entry in the Parental Order Register, if purporting to be sealed or stamped with the seal of the General Register Office, is to be received as evidence of the registration to which it relates without further or other proof.



Date 17th April 2019

7453010 821884 04/18 APS/A1SP

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