

VASECTOMY AGREEMENT

On in Warsaw

Mr.

residing in at street

holder of an ID PESEL /Personal ID number/:

hereinafter referred to as the **"Patient"**,

and **Centrum Planowania Rodziny spółką z ograniczoną odpowiedzialnością**
with its seat in Warsaw at Kazachska 5/UI, 02- 999 Warsaw,
REGON: 524501334, NIP: 9512562125, KRS: 0001020352,
represented by: Mateusz Siwik - Chief Executive Officer,
hereinafter referred to as the **"Practice"**,

hereinafter collectively referred to as the **"Parties"** or each of them separately referred to as the **"Party"**,
concluded an agreement, reading as follows:

§ 1

[Declarations of Parties]

1. The Practice declares that:

- 1) It is authorized and fulfil all requirements indispensable for proper provision of the service within the scope covered by this Agreement.
- 2) It has properly qualified and trained personnel, indispensable to properly provide the service within the scope covered by this Agreement.
- 3) It has appropriate and fully functioning (fully authorized according to the relevant applicable regulations) equipment and medical devices indispensable for proper provision of the service within the scope covered by this Agreement.
- 4) It has provided the Patient with detailed and comprehensive explanation.

2. The Patient declares that:

- 1) He has been provided with information concerning the procedure and foreseeable consequences resulting from the realization of the procedure, and the above also includes that the Patient is familiar with the information published on the website <https://www.wazektomia.com>.
- 2) He has made a carefully considered decision, as far as performing the vasectomy procedure is concerned.
- 3) He has been informed, in a manner that was fully comprehensible for him, and acknowledges that after the vasectomy procedure it may be highly probable that he will not be able to procreate, whereas for 15 years following the vasectomy procedure, the probability of inseminating his sexual partner reaches 0.66 (sixty-six hundredths) per mille.
- 4) He has been informed, in a manner that was fully comprehensible to him, about the possibility to donate semen to the sperm bank, along with the possibility to undergo, at his own expense, a vasectomy reversal procedure, as well as the possibility to undergo, at his own expense, the In-vitro-MESA (Micro Epididymal Sperm Aspiration) procedure.

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- 5) He has been informed and he perfectly understands that vasectomy cannot be effective immediately and that he has to use another contraceptive method until semen analysis confirms the success of the vasectomy procedure.
- 6) He has been informed that 8 (eight) and 12 (twelve) weeks after the day of the procedure, it is essential to perform a sperm morphology. In case when live spermatozoa are detected during the first and during the second test (8 and 12 weeks) it is crucial to perform a correction of vasectomy, and then once again do the sperm morphology 8 (eight) and 12 (weeks) after the corrective procedure. The patient shall do the tests, of which mention has been made above, at his own expense.
- 7) He declares that during the interview and health tests he has not withheld any crucial information about his health status, tests and previous conditions and illnesses, and the responses he provided in the survey, Annex No. 3 (Patient Survey – health-related questions) to this Agreement, and in particular the ones concerning medical history, previous conditions and illnesses (tendency to bleeding or complications; renal disease or abnormal kidney functions; prostatitis, epididymitis, gonorrhoea, chlamydia, hepatitis or AIDS; hernia, infection, tumor, or any abnormalities concerning the scrotum or testes; serious injuries or surgeries of the testicles or scrotal area), taking medications, are accurate.
- 8) He has a legal capacity and voluntarily declares his consent to undergo the vasectomy procedure, as well as consents to local anesthesia (a drug that will result in numbing the site of the procedure) or to administering any other medications before, during or after the procedure, and agrees to the administration of general anesthesia, if necessary.
- 9) He understands that the procedure is associated with a risk of not only known, but also unknown complications, whereas the most frequent complications include: inflammation within the epididymis or vas deferens, excessive bleeding to the scrotum (hematoma), painful nodule or a scar (sperm granuloma, neuroma), pain, infection, allergy or adverse reactions to anesthesia, or fear, emotional reactions, which can impair normal sexual behaviors during the occurrence of complications.
- 10) He has been informed about the code of conduct after the procedure and has been granted information about the manner of conduct in case any discomfort, pain, bruising in the scrotal area and the root of the penis, reddening, purulent secretion around the emerging scar, body temperature exceeding 38.0 degree Celsius or fever.
- 11) He understands and accepts that the above-mentioned or other complications may require further treatment, tests, other activities, procedures and hospitalization, and that the further actions signify the presence of new costs to be incurred by the Patient.

§2

[Subject of the agreement]

1. The Patient orders the Practice to perform the vasectomy procedure, which aims to result in effective, although possibly reversible contraception in the form of blocking the patency of vasa deferentia, which is supposed to lead to a permanent infertility, whereas the Practice commits itself to perform the said procedure on the day agreed on by the Parties, that is on
2. The Patient acknowledges, that the scheduled date of the procedure has been stated by the Practice in the utmost good faith and based on the rationale available at the moment of signing the Agreement. However, these may undergo certain changes due to medical reasons and organizational causes, and such a change does not require changes in this Agreement. The Practice shall immediately inform the Patient about any possible changes.
3. The procedure shall be performed when the Patient provides test results crucial to perform the procedure (blood morphology, antigen HBs, coagulation parameters), along with the written consent for anesthesia and the procedure submitted at Family Planning Centre /Centrum Planowania Rodziny/Kazachska 5/UI, 02-999 Warsaw.

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§ 3

[Remuneration]

1. The Patient obliges himself to pay the Practice for the service described in § 2 par. 1 above, which will be performed under local anesthesia, amounting to PLN 2,399.00 (in words: two thousand three hundred ninety-nine PLN 00/100) gross. Additional costs resulting from the requirement to use general anesthesia in the given case, which shall be performed with the support of an anesthesiologist, shall be covered by the patient and these costs amounts to 800 PLN (in words: eight hundred PLN 00/100) gross.
2. In case when it is impossible to perform the vasectomy procedure due to the condition of the patient, which has occurred during the course of the test prior to the procedure or during the procedure itself, the Patient shall be obliged to pay 200 PLN (in words: two hundred PLN 00/100) gross to cover the costs incurred by the Practice associated with utilized medical materials.
3. Remuneration of the Practice covers: the price of the procedure, the price of materials and single-use equipment anticipated for the procedure, two consultations (one prior to the procedure and one after the procedure), along with the cost of one procedure of vasectomy correction (when the second test performed after the procedure confirms the presence of live spermatozoa).
4. The Patient can choose the way to pay the remuneration from the four forms of payment listed below in points a-d:
 - a. cash
 - b. payment card
 - c. bank transfer
 - d. installment plan provided by Santander Consumer Bank
5. When paying with cash or payment card, the Patient shall be obliged to pay the price of the procedure on the day of the procedure at Family Planning Centre /Centrum Planowania Rodziny/ Kazachska 5/UI, 02-999 Warsaw.
6. When making a bank transfer the Patient shall be obliged to make the payment for the procedure, not later than on the day preceding the procedure, on the bank account of the Practice kept at the mBank bank No.:
45 1140 2004 0000 3602 8349 9801.
When the payment is made with bank transfer, the day of crediting the account shall be considered as the date of payment. When making the bank transfer, state the following in the details of the transfer: name and surname, along with the date of birth of the Patient. The Patient shall have to take the proof of payment with him and show it in the Practice before the procedure.
7. When choosing to pay for the procedure with the instalment plan provided by Santander Consumer Bank, the billing of the procedure shall be a non cash billing, and the fee shall be settled following the principles included in the agreement with the Santander Consumer Bank [Creditor].
8. The Patient selects the form of payment by making a declaration on the registration form, which constitutes Annex No. 1 (Patient's Registration Form) to this Agreement.
9. The Patient is obliged to pay the whole remuneration before the procedure.

§ 4

[Obligations of the Parties]

1. Prior to the procedure:
 - 1) The Patient shall perform, at his own expense, a set of blood tests within 2 weeks before the scheduled date of the procedure, namely: blood morphology, antigen HBs, coagulation parameters.
 - 2) In order to realize the subject matter of this Agreement, the Patient shall provide the Practice with all data and information, in particular the above-mentioned test results, which enable the realization of this Agreement by the Practice .
 - 3) The Patient shall accurately and truthfully inform the Practice about any ailments, conditions and contraindications to perform the procedure.

VASECTOMY AGREEMENT

- 4) The Patient shall come to Family Planning Centre /Centrum Planowania Rodziny/ Kazachska 5/UI, 02-999 Warsaw at his own expense, on the scheduled day (not later than 5 minutes before the appointed hour) with a set of properly filled and properly signed forms downloaded from the <https://wazektomia.com> website.
 - 5) The patient will prepare his body for the procedure, which includes shaving pubic hair above the pubic symphysis and in the scrotal area (both on the left and on the right side).
2. After the procedure:
- 1) The Patient commits himself to be peculiarly cautious when caring for the area where the skin sloughing is performed for 24 hours following the procedure. This includes washing the scrotum with water and soap, drying the skin surface with a towel, applying dressings. When discolored secretion appears in the area of skin sloughing, wash the skin surface with hydrogen dioxide of a liquid, such as Octenisept and carefully dried with a gauze pad.
 - 2) The Patient shall avoid significant effort for 7 days after the procedure, he shall especially avoid intensive bending forward, avoid lifting heavy objects, avoid contact sports, golf, tennis or other forms of sports activity , avoid skiing , riding a motorcycle, quad, a horse or a bicycle.
 - 3) The Patient shall avoid excessive sexual stimulation for 7 days after the procedure. After that time, the Patient can return to sexual activity.
 - 4) The Patient shall use the previous contraceptive method, until the Patient obtains negative results from testing spermatozoa presence in the ejaculate.
 - 5) The Patient shall perform, at his own expense, the sperm morphology (test verifying the presence of spermatozoa in the ejaculate) 8 (eight) and 12 (twelve) weeks after the day of the procedure. In case when live spermatozoa are detected during the first and during the second test (8 and 12 weeks) the Patient shall report to the Practice in order to undergo the vasectomy correction procedure. The patient shall do the sperm morphology, at his own expense, 8 (eight) weeks and 12 (twelve) weeks after performing the correction, however, the test shall be performed in a different laboratory than the one, where the Patient was doing the first two tests. The test may be performed in one of the laboratories recommended on the www.wazektomia.com site.
 - 6) The Patient shall scan each of the semen test results obtained from the laboratory and send the scan to the mail address of the Practice (badania@wazektomia.com).
 - 7) The Patient shall follow the recommendations, of which mention has been made above, especially to undergo medical consultation with General Practitioner in case of strong pain experienced during the several first days following the procedure, undergo consultation with the Operating Physician in case when a complication in the form of a painful hematoma (nodule) of significant volume in the scrotum should occur during the first two days after the procedure, phone the Practice when he experiences excessive pain or the presence of: swelling, reddening, purulent secretion around the emerging scar, body temperature exceeding 38.0 degree Celsius.
 - 8) When the second test (12 weeks) after performing the vasectomy procedure reveals the presence of live spermatozoa in the ejaculate, the Patient shall contact the Practice in order to schedule the convenient date to perform the vasectomy corrective procedure.
3. The Practice shall perform the procedure, of which mention has been made in § 2 par. 1 above, in the most diligent manner, using all available precautions, consistent with current medical knowledge and taking advantage of the experience of a professional physician.
 4. The duties of the physician (center) are of general character, resulting from the core of the profession and the legal regulations.
 5. In case when the second test performed after vasectomy reveals the presence of live spermatozoa in the sperm of the Patient, the Practice shall perform a single vasectomy correction procedure, and if the correction procedure shall be performed within 4 months after the day of the procedure, the Patient will not incur any additional costs related with the above. On the other hand, when the possible correction will be performed 4 months after the date of the vasectomy procedure, the Patient shall be obliged to cover the costs according to the principles settled individually with the Practice .

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- 6) The Practice shall be obliged to issue the hospital procedure report to the Patient, following the request of the Patient, however, the document can only be handed to the patient himself.

§5

[Obligations of the Parties]

1. The Agreement expires as a result of conducting the vasectomy procedure, whereas as far as the possible vasectomy correction procedure is concerned, the Agreement expires 4 months after the date of performing the procedure.
2. The Practice may terminate the Agreement at any time, when it is impossible to perform the procedure on the scheduled date or when it is associated with increased risk, and when these circumstances were not present on the date of qualification to the procedure. The Practice may also refuse to perform a vasectomy procedure, without any justification, when ethical, economic or social concerns enforce such a decision. In cases, of which mention has been made above, the Practice shall return the whole remuneration paid by the Patient, and this will happen within 14 days from the date when the statement of withdrawal has been submitted.
3. When performing the procedure on the scheduled date becomes impossible through no fault of the Practice or due to force majeure, the Practice shall immediately inform the Patient.
4. In a situation described in par. 3 above, the Parties shall settle a new date of the procedure or, following the request of the Patient, the Agreement shall be terminated. In such case the return of the remuneration will be performed according to principles detailed in par. 2 above.

§6

[Personal data processing]

The consent of the Patient to process personal data by the Provider constitutes Annex No. 3 to this Agreement.

§7

[Final provisions]

1. The Parties of the Agreement declare that the conditions of this Agreement have been negotiated individually.
2. Any changes to this Agreement require a written form under pain of being declared null and void.
3. Any disputes, which may result when realizing the provisions of the Agreement, shall be referred by the Parties to the common court of competent venue for the seat of Family Planning Centre /Centrum Planowania Rodziny/ Kazachska 5/UI, 02-999 Warsaw.
4. To all matters not settled herein the provisions of the Act of 23 April 1964 – The Civil Code and Act of 6 November 2008 on Patient's Rights and the Ombudsman of Patient's Rights shall apply.
5. The Agreement has been elaborated in two counterparts, one for each of the Parties.

(Patient's signature)

(signature of the Practice's representative)

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residing in at street

holder of an ID PESEL /Personal ID number/:

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2. The Patient declares that:

- 1) He has been provided with information concerning the procedure and foreseeable consequences resulting from the realization of the procedure, and the above also includes that the Patient is familiar with the information published on the website <https://www.wazektomia.com>.
- 2) He has made a carefully considered decision, as far as performing the vasectomy procedure is concerned.
- 3) He has been informed, in a manner that was fully comprehensible for him, and acknowledges that after the vasectomy procedure it may be highly probable that he will not be able to procreate, whereas for 15 years following the vasectomy procedure, the probability of inseminating his sexual partner reaches 0.66 (sixty-six hundredths) per mille.
- 4) He has been informed, in a manner that was fully comprehensible to him, about the possibility to donate semen to the sperm bank, along with the possibility to undergo, at his own expense, a vasectomy reversal procedure, as well as the possibility to undergo, at his own expense, the In-vitro-MESA (Micro Epididymal Sperm Aspiration) procedure.

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- 8) He has a legal capacity and voluntarily declares his consent to undergo the vasectomy procedure, as well as consents to local anesthesia (a drug that will result in numbing the site of the procedure) or to administering any other medications before, during or after the procedure, and agrees to the administration of general anesthesia, if necessary.
- 9) He understands that the procedure is associated with a risk of not only known, but also unknown complications, whereas the most frequent complications include: inflammation within the epididymis or vas deferens, excessive bleeding to the scrotum (hematoma), painful nodule or a scar (sperm granuloma, neuroma), pain, infection, allergy or adverse reactions to anesthesia, or fear, emotional reactions, which can impair normal sexual behaviors during the occurrence of complications.
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§2

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2. The Patient acknowledges, that the scheduled date of the procedure has been stated by the Practice in the utmost good faith and based on the rationale available at the moment of signing the Agreement. However, these may undergo certain changes due to medical reasons and organizational causes, and such a change does not require changes in this Agreement. The Practice shall immediately inform the Patient about any possible changes.
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§ 3

[Remuneration]

1. The Patient obliges himself to pay the Practice for the service described in § 2 par. 1 above, which will be performed under local anesthesia, amounting to PLN 2,399.00 (in words: two thousand three hundred ninety-nine PLN 00/100) gross. Additional costs resulting from the requirement to use general anesthesia in the given case, which shall be performed with the support of an anesthesiologist, shall be covered by the patient and these costs amounts to 800 PLN (in words: eight hundred PLN 00/100) gross.
2. In case when it is impossible to perform the vasectomy procedure due to the condition of the patient, which has occurred during the course of the test prior to the procedure or during the procedure itself, the Patient shall be obliged to pay 200 PLN (in words: two hundred PLN 00/100) gross to cover the costs incurred by the Practice associated with utilized medical materials.
3. Remuneration of the Practice covers: the price of the procedure, the price of materials and single-use equipment anticipated for the procedure, two consultations (one prior to the procedure and one after the procedure), along with the cost of one procedure of vasectomy correction (when the second test performed after the procedure confirms the presence of live spermatozoa).
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7. When choosing to pay for the procedure with the instalment plan provided by Santander Consumer Bank, the billing of the procedure shall be a non cash billing, and the fee shall be settled following the principles included in the agreement with the Santander Consumer Bank [Creditor].
8. The Patient selects the form of payment by making a declaration on the registration form, which constitutes Annex No. 1 (Patient's Registration Form) to this Agreement.
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§ 4

[Obligations of the Parties]

1. Prior to the procedure:
 - 1) The Patient shall perform, at his own expense, a set of blood tests within 2 weeks before the scheduled date of the procedure, namely: blood morphology, antigen HBs, coagulation parameters.
 - 2) In order to realize the subject matter of this Agreement, the Patient shall provide the Practice with all data and information, in particular the above-mentioned test results, which enable the realization of this Agreement by the Practice .
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- 4) The Patient shall come to Family Planning Centre /Centrum Planowania Rodziny/ Kazachska 5/UI, 02-999 Warsaw at his own expense, on the scheduled day (not later than 5 minutes before the appointed hour) with a set of properly filled and properly signed forms downloaded from the <https://wazektomia.com> website.
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3. The Practice shall perform the procedure, of which mention has been made in § 2 par. 1 above, in the most diligent manner, using all available precautions, consistent with current medical knowledge and taking advantage of the experience of a professional physician.
 4. The duties of the physician (center) are of general character, resulting from the core of the profession and the legal regulations.
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- 6) The Practice shall be obliged to issue the hospital procedure report to the Patient, following the request of the Patient, however, the document can only be handed to the patient himself.

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2. The Practice may terminate the Agreement at any time, when it is impossible to perform the procedure on the scheduled date or when it is associated with increased risk, and when these circumstances were not present on the date of qualification to the procedure. The Practice may also refuse to perform a vasectomy procedure, without any justification, when ethical, economic or social concerns enforce such a decision. In cases, of which mention has been made above, the Practice shall return the whole remuneration paid by the Patient, and this will happen within 14 days from the date when the statement of withdrawal has been submitted.
3. When performing the procedure on the scheduled date becomes impossible through no fault of the Practice or due to force majeure, the Practice shall immediately inform the Patient.
4. In a situation described in par. 3 above, the Parties shall settle a new date of the procedure or, following the request of the Patient, the Agreement shall be terminated. In such case the return of the remuneration will be performed according to principles detailed in par. 2 above.

§6

[Personal data processing]

The consent of the Patient to process personal data by the Provider constitutes Annex No. 3 to this Agreement.

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3. Any disputes, which may result when realizing the provisions of the Agreement, shall be referred by the Parties to the common court of competent venue for the seat of Family Planning Centre /Centrum Planowania Rodziny/ Kazachska 5/UI, 02-999 Warsaw.
4. To all matters not settled herein the provisions of the Act of 23 April 1964 – The Civil Code and Act of 6 November 2008 on Patient's Rights and the Ombudsman of Patient's Rights shall apply.
5. The Agreement has been elaborated in two counterparts, one for each of the Parties.

(Patient's signature)

(signature of the Practice's representative)