ATTACHMENT 1: PLANNED PARENTHOOD MAR MONTE ABORTED FETAL ORGAN AND TISSUE CONTRACT WITH STEMEXPRESS, LLC

From House Energy & Commerce Committee's Select Investigative Panel final report: https://archives-energycommerce.house.gov/news-center/press-releases/select-investigative-panel-releases-final-report

Document available at: http://www.centerformedicalprogress.org/wp-content/uploads/2016/06/PPMMSEcontract.pdf

STEM-EX, LLC

Services Agreement

This agreement is made as of <u>April 1st</u>, 2010 between Stem-Ex, LLC, a limited liability company, and Planned Parenthood Mar Monte, a professional corporation.

WHEREAS, Stem-Ex is a company devoted to providing services related to the procurement of human organs, tissues, and blood for medical research in order to facilitate medical research utilizing those tissues; and

WHEREAS, Planned Parenthood Mar Monte provides medical services, education programs, and advocacy initiatives in order to improve people's lives;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, and in order to further their mutual goals, the parties agree as follows:

- The term "fetal organ" has the same meaning as the term defined in the National Organ
 Transplant Act (42 U.S.C.A. 274e(c)(1)) and means the human kidney, liver, heart, lung,
 pancreas, bone marrow, cornea, eye, bone, and skin or any subpart thereof and any other
 human organ or any subpart thereof, as from a fetus.
- 2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion.
- 3. The term "maternal bloods" means blood samples taken from a pregnant woman.
- 4. Planned Parenthood Mar Monte will provide, and Stem-Ex will pay the reasonable costs for, services and facilities at mutually agreed upon health centers (hereinafter collectively referred to as "services") associated with the following: the removal of fetal organs from POCs; the processing, preservation, quality control, and transportation of the fetal organs; appropriate space in which Stem-Ex representatives and employees may work; disposal services for non-used portions of cadaveric materials; obtaining maternal bloods; seeking consent for donation of fetal organs and maternal bloods from appropriate donors, and; maintaining records of such consents so that verification of consent can be supported.
- 5. The reasonable costs associated with the services specified in this Agreement shall be fifty-five dollars (\$55.00) per POC determined in the clinic to be usable, and ten dollars (\$10.00) per maternal blood. Planned Parenthood Mar Monte will invoice Stem-Ex monthly for the number of POC's and number of maternal bloods procured by Stem-Ex. Stem-Ex will pay Planned Parenthood Mar Monte within two weeks of receipt of the invoice.

Page 1 of 3

- 6. Any information obtained from Planned Parenthood Mar Monte patients' charts shall be privileged, and Stem-Ex will treat the information in order to preserve the confidentiality of the patients. Stem-Ex will not receive any information concerning identity of donors except as necessary to obtain patients' consent for use of POCs and maternal bloods.
- 7. The term of this Agreement shall be for one year, beginning from the date hereof, and terminating one year thereafter. Parties may, at any time, give each other thirty days written notice of the intention to terminate this Agreement, whereupon the Agreement shall terminate thirty days after the receipt of such notice. In the absence of such termination, this Agreement shall continue for further successive terms of one year thereafter.
- 8. Written notices pursuant to this Agreement shall be sent to the following:

Attn: Medical Director Planned Parenthood Mar Monte 1691 The Alameda San Jose, CA 95126

Stem-Ex 484 Main Street, Ste. 1 Diamond Springs, CA 95619

- 9. The parties do not know how many patients will consent to donate POCs or maternal bloods for research, and thus do not know how many POCs or maternal bloods will be obtained pursuant to this Agreement. Planned Parenthood Mar Monte is not obligated to provide any minimum number of POCs or maternal bloods. Stem-Ex is not obligated to take any minimum number of POCs or maternal bloods, nor is Stem-Ex obligated to take all the POCs or maternal bloods made available by Planned Parenthood Mar Monte.
- 10. The parties mutually agree to defend, protect, and hold harmless each other's officers, directors, agents, employees, and consultants from and against any and all expenses, liabilities, demands or claims for loss or damage to property, or for personal injury or death suffered as a result of any actions by the parties in the performance of the Agreement and attributable to the fault or negligence of the parties or their respective officers, directors, agents, employees, or consultants.
- 11. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party charged with such waiver or modification. Waiver of any breach or default shall not constitute a waiver of any other right hereunder, or any subsequent breach or default.
- 12. This Agreement constitutes the entire and exclusive agreement between the parties.

Page 2 of 3

- 13. This Agreement shall be governed by and interpreted under the laws of the State of California, and venue for any dispute arising hereunder shall be in the County of Sacramento.
- 14. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs, including the reasonable attorney fees and professional fees, incurred in connection with such proceeding.
- 15. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the date written above.

Planned Parenthood Mar Monte

By: Dorothy Fingeron My Title: Medical Director

Stem-Ex. LLC

ATTACHMENT 2: STEMEXPRESS, LLC ADVERTISEMENT TO PLANNED PARENTHOOD AND OTHER ABORTION PROVIDERS, ENDORSED BY PLANNED PARENTHOOD CHIEF MEDICAL OFFICER, DISTRIBUTED AT NATIONAL ABORTION FEDERATION ANNUAL **MEETINGS**

From House Energy & Commerce Committee's Select Investigative Panel final report: https://archives-energycommerce.house.gov/hearings-and-votes/hearings/pricing-fetal-tissue

Document available at: http://www.centerformedicalprogress.org/wp-content/uploads/2015/05/StemExpress-flyer.pdf





About StemExpress

StemExpress is a California-based biomedical company that provides qualified research laboratories with human cells, fluids, blood and tissue products for the pursuit of disease detection and cure. We procure, preserve, isolate and deliver cell lines exclusively to research facilities across the world. StemExpress products are not available for patient care. Stem Express is accredited by an independent biomedical Institutional Review Board.

"Our partnership with StemExpress is beneficial in a number of ways. First, it allows us to contribute to life-saving research that is advancing diagnostic and medical care. Second, StemExpress has a Plug-in Solution that allows us to add additional clinics quickly. Lastly, I feel confident that our patient's anonymity is secure through their strict protocols and practices."

— Dr. Dorothy Furgerson, Planned Parenthood Mar Monte

Advancing BioMedical Research Together

Join the StemExpress partner program that fiscally rewards clinics for contributing to the advancement of life-saving research — with a solution that is easy to incorporate into your clinic practices. StemExpress is a California-based biomedical company that provides human tissue products ranging from fetal to adult tissues and healthy to diseased samples to many of the leading research institutions in the world. Our IRB approved protocols and consents protect you as well as donor's privacy in accordance with HIPAA guidelines.

Partnering with Obstetrical-Care Clinics

Cell-free fetal DNA circulates in maternal blood throughout pregnancy. Noninvasive, stem cell free methods to obtain fetal DNA are being used for earlier detection of genetic diseases as well as reproductive decision-making. Research pioneers who develop noninvasive diagnostic technologies rely on the blood samples that are collected from hospitals and clinics throughout the United States.

Easy to Implement Program + Financial Profits

StemExpress promotes global biomedical research while also providing a financial benefit to your clinic. By partnering with StemExpress, not only are you offering a way

for your clients to participate in the unique opportunity to facilitate life-saving research, but you will also be contributing to the fiscal growth of your own clinic. The stem cell rich blood and raw materials that are usually discarded during obstetrical procedures can, instead, be expedited through StemExpress to research laboratories with complete professionalism and source anonymity.



StemExpress, LLC • 778 Pacific Street • Placerville, CA 95677 Contact us at 1.877.900.STEM or info@stemexpress.com.

ATTACHMENT 3: PLANNED PARENTHOOD MAR MONTE INVOICE TO STEMEXPRESS, LLC FOR AUGUST 2012 "PRODUCTS OF CONCEPTION" HARVESTING

From House Energy & Commerce Committee's Select Investigative Panel hearing "The Pricing of Fetal Tissue": https://archives-energycommerce.house.gov/hearings-and-votes/hearings/pricing-fetal-tissue

Document available at:

 $\frac{https://docs.house.gov/meetings/IF/IF04/20160420/104822/HHRG-114-IF04-20160420-SD004.pdf}{SD004.pdf}$

Exhibit D1



9/5/12

Invoice Number:

Please include the invoice number on all payments to

For August 2012 sample collections.

Fresno (FL)

 $38 \text{ POCs } \times \$55.00 = \$2090.00$

49 Bloods x $$10.00 = $490.00 \checkmark$

Fruitridge (FR)

 $0 \text{ POCs } \times \$55.00 = 0$

0 Bloods x \$10.00 = 0

Mountain View (MV)

0 POCs x \$55.00 = 0

0 Bloods x \$10.00 = 0

N. Highlands (NH)

0 POCs x \$55.00 = 0

0 Bloods x 10.00 = 0

Eastland Plaza (EP)

0 POCs x \$55.00 = 0

4 Bloods x \$10.00 = \$40.00

Please remit payment to:

Sacramento, "B" Street (BC)

68 POCs x \$55.00 = \$3740.00

80 Blood x \$10.00 = \$800.00

San Jose (SJ)

65 POCs x \$55.00 = \$3575.00

63 Bloods x \$10.00 = \$630.00

Seaside (SS)

0 POCs x \$55.00 = 0

0 Bloods x 10.00 = 0

Stockton (NC)

0 POCs x \$55.00 = 0

0 Bloods x 10.00 = 0

Total = \$11,365.00





ATTACHMENT 4: APRIL 2014 CHECKS TO PLANNED PARENTHOOD IN CALIFORNIA FOR ABORTED FETAL ORGANS AND TISSUES

express: Stem Express, LLC. 770 to the Carrier Stem Carri	Tages 13945
Flannad Parenthond Mar Monta	S -5,725.00.
Atto: Ceath Mariagament 1691 The Alameda Sen Jose, CA 98126 USA Augusto 1601 139451 1112 1112 1112 1112 1112 1112 1112 1	APR: 0.7-2014

Check 13945 Date 4/8/2014 Amount \$5,725.00

AI	DVANCED BIOSCIENCE RESOURCES, INC. 1516 OAK STREET, SUITE 303 ALAMEDA CA, U.S.A. 14501 510-865-5872	BLANK OF ALAMEDA PARK STREET BRANCH ALAMEDA, CA \$4001 90-43801211	11084
PAY TO THE	Planned Perenthood First Avenue		\$ -2,820.00
MEMO	Planned Parenthood First Avenue Administration Office 1075 Cammo Del Rio South Suite #200 San Diego, CA 92108	- Suida Ke	Daces.
	+011084r 41211426544		7

Date:04/09/2014 Account:20302378 Amount:\$2,820.00

ADVANCED BIOSCIENCE RESOURCES, INC.	HANK OF ALAMEDA PARK STREET BRANCH ALAMEDA, CA 94301	11083
1516 OAK STREET, SUITE 303 ALAMEDA, CA, U.S.A. 94501 S10-866-5872	90-1286/1211	4/4/2014
AY TO THE Planned Parenthood Riverside		\$ -4,680.00
Four Thousand Six Hundred Eighty and 00/100	Part of the comments and the state of the state of the state of	DOLLARG
Planned Parenthood Riverside 3772 Tibbits Street, Suite A Riverside, CA 92505		
ЕМО	-Luida	Korsey
-011081# #121142669#	n25n327L# //	

AD	VANCED BIOSCIENCE RESOURCES. INC. 1516 CAK STREET, SUITE 303 ALAMEDA, CA, U.S.A. 94501 510-805-6872	BAIOLOF ALAMEDA PARK STREET BRANCH ALAMEDA, CA 94501 93-4266/1211	11097
AY TO THE	Planned Parenthood First Avenue Thousand Nine Hundred Eighty and 00/100*********************************	*********************************	\$1,980.00
	Planned Parenthood First Avenue Administration Office 1975 Camino Del Rio South Suite #200		KSragge -
MEMO	San Diego, CA 92108		, Sog

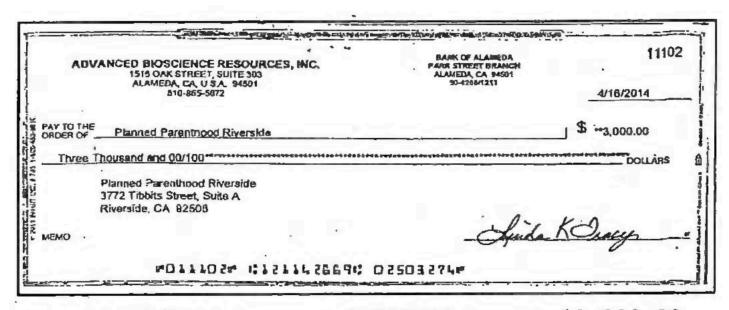
Date: 04/18/2014 Account: 20302378 Amount: \$1,980.00

	- Anti-	
ADVANCED BIOSCIENCE RESOURCES, INC.	BANK OF ALAMEDA PARK STREET BEANCH ALAMEDA, CA 84501	11096
1516 OAK STREET, SUITE 203 ALAMEDA, CA, U.S.A. 94501 510-865-5872	90-420W1211	4/11/2014
PAY TO THE Planned Parenthood Riverside		\$ **4,200.00
Four Thousand Two Hundred and 00/100*********************************		DOLLARS
Planned Parenthood Riverside 3772 Tibbits Street, Suite A Riverside, CA 92508		
MENAO	- Linde	Koracy
) j		
#01109G# #1211426G9# 0250	14276F	

Date: 05/05/2014 Account: 20302378 Amount: \$4,200.00

AC	DVANCED BIOSCIENCE RESOURCES, INC. 1316 OAK STREET, SUITE 303 ALAMEDA CA, U.S.A. 94601	WANK OF ALAMEDA PARK STREET STRANCH ALAMEDA, CA \$4601 90-2561/214	11103
	510-865-5872	20-100.17.14	4/16/2014
PAY TO THORDER OF	Pianned Parenthood First Avenue	S- 1	\$ ~660.00
MENTO	Planned Parenthood First Avenue Administration Office 1075 Camino Del Rio South Suite #200 San Diego, CA 92108	- Sonda Kc	DOLLARS
	**************************************		sacy

Date: 04/29/2014 Account: 20302378 Amount: \$660.00



Date: 05/05/2014 Account: 20302378 Amount: \$3,000.00

ATTACHMENT 5: ADVANCED BIOSCIENCE RESOURCES, INC. INVOICES FOR ABORTED FETAL EYEBALLS

Documents available at: http://www.centerformedicalprogress.org/wp-content/uploads/2018/09/UNIVERSITY-OF-COLORADO-fetal-parts-purchase-updated-response.pdf

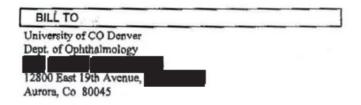
 $\frac{http://www.centerformedicalprogress.org/wp-content/uploads/2018/09/UNIVERSITY-OF-WISCONSIN-fetal-tissue-response.pdf$

http://www.centerformedicalprogress.org/wp-content/uploads/2018/09/UNIVERSITY-OF-NORTH-CAROLINA-at-chapel-hill-BABY-PARTS-PART-2-RESPONSE.pdf



TISSUE ACQUISITION INVOICE

DATE	P.O. #	INVOICE#
3/5/2015	Credit Card	1030037
4,1	TERMS	CUSTOMER #
1	Due Upon Receipt	0694



3/5/2015 7894 18 Eye (1), 2nd Trimester 340.0	03/24/15 PAID via VISA Request by	PROC. DATE	PATIENT ID	ABR ID	GEST	DESCRIPTION	RESEARCHER	FEE
	Try Petrod: Namal 5-5877 8-587	3/5/2015		7894	18	03/24/15 PAID via VISA		340.0
	February Petrod: Namual 1 340.68							
	2. Ser. 1. 346.68 1.							



TISSUE ACQUISITION INVOICE

DATE	P.O. #	INVOICE#
6/27/2015	Credit Card	1030552
	TERMS	CUSTOMER#
	Duc Upon Receipt	0702

BILL TO
University of Wi-Madison

Madison, WI 53705

PROC. DATE	PATIENT ID	ABR ID	GEST	DESCRIPTION		RESEARCHER	FEE
6/27/2015		5881	24	Eyes (2), 2nd Tri-In Founalin			680.0
				07/15/15 PAID via VISA Request by			
				-			-
Artist Commence of the Commenc	-				-		
The second secon	Typy	i de la companya de l			wandang da da sa	Protestic Visitatica Allenda, Apple	
CA 5/5801 0) 365-5872 11362 Ref II: 0814 1 E	Entry Rethod: Markal \$ 689,09 \$ 8.90	\$ 630.88 [6:56:28 69pc Code: 854682	Satch#1: 609124	Catry E LIN !			
MANDA, CA 3 PHORE 18520) 38 Merchant TO: 80068671382 Sale	XXXXXXXX VISA Amount: Tax:	Total: 07/15/15 Inv N: 080014	ANS Code: 21P MATCH Z Cust A: 702	Custoner Copy HONE VOI HAVE A MICE LAVI			
蹇	發表 物质	Total Pode William	は に は は は は は は は に り に り に り に り に り		Total	\$680.0	0