

Recipient ID Consent and Release Form

I, _____, acknowledge and agree that I have chosen to participate in the ID Disclosure Program (the "ID Disclosure Program") of Xytex Corporation ("Xytex") in connection with my being a recipient of semen selected from donor number _____ (the "Donor"). Pursuant to the ID Disclosure Program, once any of my offspring that have been conceived through the use of the Donor's semen (individually or collectively, the "Offspring") has reached the age of 18, I and such Offspring will have the option to contact Xytex Corporation. Xytex will initiate the contact and provide the offspring with a method to contact the donor. In order to induce Xytex to allow me to participate in the ID Disclosure Program, I agree as follows:

1. Acknowledge and agree that I must sign and return this consent and release form to Xytex. I also agree, upon the birth of any Offspring, to promptly return to Xytex the required registration form and live birth tracking card for each such Offspring (such form and tracking card, collectively, the "Registration Materials"). I acknowledge and agree that (i) merely using semen from the Donor does not allow me or any Offspring access to donor contact and (ii) in order for me or the Offspring to have access to the donor in the future, (in accordance with the terms of the ID Disclosure Program), the Donor must have agreed to participate in the ID Disclosure Program and I must return the Registration Materials to Xytex promptly upon the birth of such Offspring

2. I acknowledge and agree that (i) Xytex will facilitate donor contact and (ii) I and any Offspring will be the only individuals to have this contact information and (iii) under no circumstances will the contact information be released by Xytex until any Offspring has reached 18 years of age. I understand that the donor signs an agreement waiving all parental rights and will never be given my or my offspring's contact information unless I (or I and my offspring) initiate the contact process. I acknowledge and agree that the contact information is for the exclusive use of me and the Offspring. I agree that I will, and will cause any Offspring to, (a) hold the Identifying Information in strict confidence, (b) not publish or sell the Identifying Information, and (c) not disclose the Identifying Information to any other person or entity (other than me or the Offspring).

3. I, on behalf of myself, any Offspring, our respective heirs, executors, administrators, representatives, and assigns (collectively "My Affiliates"):

- (i) hereby irrevocably and unconditionally release and discharge Xytex and its past, present, or future shareholders, directors, officers, employees, subsidiaries, affiliates, agents, distributors, successors or assigns (collectively, the "Xytex Affiliates") from any and all claims, actions, liabilities, charges, costs, demands, debts, obligations, and expenses (including reasonable attorneys' fees and legal expenses), whether known or unknown, both at law and in equity, that I or any of My Affiliates now has, ever has had, or may in the future have; and
- (ii) hereby agree that I shall, and shall cause My Affiliates to, refrain from bringing any legal or equitable action against Xytex or the Xytex Affiliates for any reason;

in each case, arising from, out of, or in any way related to the ID Disclosure Program or my participation in the ID Disclosure Program, including, without limitation, if (a) future attempts to locate the Donor are unsuccessful or if the Donor is unwilling to communicate with the Offspring or me, (b) the Donor revokes or rescinds his agreement to participate in the ID Disclosure Program, and thereby Xytex is legally prevented from the disclosing Identifying Information to the Offspring or (c) any constitutions, statutes, rules, regulations, ordinances, acts, codes, legislation, treaties, conventions, administrative or judicial orders, or similar laws or legal requirements or any changes thereto prevent Xytex from releasing Identifying Information.

4. I acknowledge and agree that, in the event any of the provisions of this consent and release form shall become or be declared invalid or unenforceable, the invalid or unenforceable provision or provisions shall, to the extent invalid or unenforceable, be deemed removed and the remaining provisions shall continue to be enforced according to their terms. Any provision of this consent and release form held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

5. I acknowledge that any legal action concerning this agreement will be governed by and construed in accordance with the law of the State of Georgia.

I have executed this Consent and Release Form for ID Releasing privileges on the Donor, this _____ day of _____, 20____.

Signature of the Patient

Printed Name: _____

Physician/Clinic: _____

Address: _____

Address: _____

Mail form to: Xytex Corporation, 1100 Emmett Street, Augusta, GA 30904