DONOR SPERM SERVICES AGREEMENT

1. SCOPE OF AGREEMENT

This Donor Sperm Services Agreement ("Agreement") sets forth the terms by which Xytex Corporation agrees to sell cryogenically preserved donor sperm ("Donor Sperm") to the undersigned Individual or Health Care Provider/ Clinic ("Client"). Client hereby agrees to be bound by the terms of this Agreement.

2. CLIENT REPRESENTATIONS AND ACKNOWLEDGEMENTS

Xytex is a global provider of Donor Sperm services to healthcare professionals and their patients. Xytex strives to protect the anonymity of its medically qualified donors and adhere to the highest ethical and legal standards in the industry. In order to maintain these high standards, and as additional consideration for Xytex to sell Client cryogenically preserved Donor Sperm, Client hereby represents and acknowledges as follows:

- Client Use: Client represents that recipents are eighteen (18) years of age or older.

- Exclusive Use: Vial(s) are for the exclusive use of the intended parent or their gestational carrier/surrogate. Client may not transfer donor sperm or embryos created with donor sperm. Transferring or sharing of donor sperm beyond the originally intended recipient interferes with the proper accounting for pregnancies and dissemination of updated health information, potential genetic conditions relative to donors and offspring. Client agrees to notify Xytex when pregnancies and live births occur, embryos are created, and Vial (s) stored in facilities other than Xytex. Adherence to the aforementioned allows Xytex to track the distribution of Vials; accordingly. One vial equals one insemination.

- Donor Privacy: Xytex may make available to Client certain information regarding its donors. Client shall hold all donor information in the highest confidence and use said information strictly for the purpose of making a donor selection. Client shall not publicly disseminate donor information, including, but not limited to, posting of photographs or other information on social media websites, without the express written consent of Xytex. Client agrees not to, directly or indirectly, attempt to contact a donor other than through Xytex's Anonymous and Identity Disclosure contact procedures.

- Parental Rights: Xytex donors relinquish all parental rights to offspring born as a result of the use of Donor Sperm. Client shall be solely responsible for the custody and support of any offspring born through the use of Donor Sperm. Xytex does not provide legal opinions or advice regarding parental rights or paternity matters for which Client should consult a licensed attorney.

- Donor Availability: Xytex limits the total number of births for each donor to a maximum number of allowable family units in accordance with industry best practices. Client acknowledges Donor Sperm from a particular donor may be limited based on donor limitations and donor availability. Once a donor reaches the maximum number of allowable family units, donor inventory, if any, will be available only to families who have already had at least one reported birth from that particular donor.

- Pregnancy Outcomes: In order to adhere to donor availability and other industry best practices, Client agrees to report all pregnancy outcomes to Xytex within sixty (60) days of each occurrence.

- No Guarantees of Outcomes: Client acknowledges Xytex makes no guarantee or promise that the use of Donor Sperm will result in a pregnancy, Embryos, or a resulting pregnancy or offspring will be free from infectious disease and/or genetic defects or disorders. Xytex screens and tests for infectious and genetic diseases in accordance with applicable regulations. Client acknowledges it is impossible or impractical to test and/or eliminate all such risks.

Xytex's current screening criteria for genetic and infectious diseases may be found on its website. Xytex reserves the right to change its screening criteria to remain compliant with regulatory and/or ethical requirements, quality improvement or for any other reason.

Changes to donor screening requirements or the discovery of new medical or genetic information about a donor may restrict or prohibit the release of Specimens. If the release of Specimens is restricted, a signed consent may be required from Client and Client's Healthcare Provider prior to the release of the Specimens. On rare occasions, Xytex may prohibit the release of Specimens. Client acknowledges and accepts the risk that Specimens may be restricted or prohibited from release due to changes in donor screening requirements or the discovery of new medical or genetic information about a donor.

Client and/or Client's Healthcare Provider acknowledge donors may be carriers for certain inheritable conditions or diseases.Xytex uses a third- party to test for a subset of, but not ALL, such conditions and diseases; and results from testing , including any positive carrier status results, are available to Client and/or Client's Healthcare Provider in the form of a Genetic Test Summary. It is the responsibility of (I) Client and (II) Client's Healthcare Provider, to assess and determine the suitability or non-suitability of any donor based on paired genetic information with either an Intended Parent or with any other gamete donor paired with the donor's gametes.

Client and/or Client's Healthcare Provider acknowledge that carrier status testing is also limited by current detection sensitivity and accuracy rates. There is a slight possibility that any negative carrier status testing result is a "false negative," meaning a particular donor may in fact have a positive carrier status that current testing did not detect.

Both Client and/or Client's Healthcare Provider should carefully assess reported genetic information as well as the potential of unknown or unreported genetic information when choosing a donor. It is possible that updated genetic and/or medical information may become known to Xytex after Specimens have been transferred out of Xytex's possession. Xytex believes that the longer the time between Xytex's shipping Specimens and their use, the more likely that such information may arise prior to any Client using Specimens or embryos created from them.

While Xytex may from time to time receive and disseminate updated clinically significant medical and/or genetic information with Client and Client's Healthcare Provider, **it is up to the Client**, prior to using any Specimens obtained from Xytex to check the Donors profiles on the website for updated medical/genetic information or contacting Xytex Client Relations for any updated information Xytex may have become aware. Client acknowledges and agrees that under some circumstances, Xytex may have shared such updated information only with Client's Healthcare Provider, in which event, whether or not Client would be informed of such updated information would be entirely dependent upon Client's contacting Client's Healthcare Provider and receiving such updated information from Client's Healthcare Provider.

Although Xytex is not obligated hereunder (or otherwise) to disclose or share with Client or Client's Healthcare Provider any updated clinically significant medical and/or genetic information, in the event Xytex does share any such updated information, an experienced genetics counselor should be consulted to advise Client as to its potential significance. Xytex is not a medical provider, and cannot provide medical advice, but upon request, will refer Client to genetics counselors for that purpose.
Notwithstanding the foregoing, **nothing contained herein shall be deemed to impose upon Xytex any duty or obligation to share with Client or Client's Healthcare Provider any updated information about a donor or Specimens of which it becomes aware, whether or not it is determined that such updated information is, or may be, clinically significant or actionable medical and/or genetic information.** Furthermore, no assurances can be given that donors will provide to Xytex, or that Xytex will receive or come to know of, any such updated

information, notwithstanding any contractual or other obligations, if any, on the part of donors to so provide Xytex with any such updated information.

- All Purchases Are Final: Client acknowledges all purchases are final and Xytex will not issue refunds or exchanges except as otherwise set forth in Section 3 of this Agreement, or pursuant to Xytex's Vial Repurchase program.

3. QUALITY STANDARDS

Xytex's current quality standards for Donor Sperm are available on its website. If Client's healthcare provider confirms in writing that a significantly lower sperm count than Xytex's published quality standards occurs post-thaw, Xytex will review the information provided and determine if a replacement is warranted. If Xytex determines a replacement is warranted, Xytex will provide at no additional charge replacement samples from the same donor, or a similar donor if samples from the original donor are no longer available.

4. PAYMENT OF FEES

Payment for Donor Sperm must be made in full at the time an order is placed. Xytex accepts payment by major credit cards. Payments by check must allow for the funds to be deposited and available to Xytex before an order will be processed. For payments by major credit card, Client represents Client is an authorized user of the credit card and Client authorizes Xytex to charge the credit card for the price determined for the Donor Sperm, and any additional fees, at the time an order is placed. **All sales are in US dollar currency**.

5. NO WARRANTIES/LIABILITY LIMITATION

Reproductive medicine and working with human reproductive tissue involves risk, uncertainties and costs.

All Xytex products and services are provided "AS IS" with no representations or warranties of any kind, either express or implied including without limitation implied warranties of merchantability or fitness for a particular purpose. Further, Xytex donor information is obtained directly from its donors during qualification and screening. Xytex does not make any representations or warranties regarding the correctness, accuracy, reliability, timeliness or suitability of information provided by any donor and subsequently furnished to Client.

Xytex's liability related to the purchase of Donor Sperm shall be limited to the quality guarantee stated in Section 3 of this Agreement. Xytex shall not be liable for any special, incidental, consequential, punitive or exemplary damages, including costs and expenses associated with infertility treatment, including the creation of embryos in connection with this Agreement.

6. INDEMNIFICATION

Client agrees to indemnify, defend and hold harmless Xytex and its shareholders, officers, directors, employees, agents, representatives, contractors, healthcare providers, vendors, successors and assigns, from any and all claims, losses, demands, damages, liabilities, offsets, charges, costs, obligations, or causes of action and expenses, including attorneys' and experts' fees, asserted by any third party, including Client's spouse, intimate partner, offspring, surrogate or gestational carrier, against Xytex arising out of or related to the purchase of Donor Sperm.

7. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration before a panel of three (3) arbitrators. Within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within thirty (30) days of the commencement of the arbitration. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in accordance with its rules. All arbitrators shall serve as neutral, independent and impartial arbitrators. For Clients based in the United States of America, the arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. For international Clients, the arbitration shall be administered by JAMS pursuant to JAMS' International Arbitration Rules. The place of arbitration will be in Richmond County, Georgia and the language used in the arbitral proceedings will be English. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Arbitration costs will be borne equally between Xytex and Client. If the arbitrators determine a party to be the prevailing party under circumstances where the prevailing party won on some

but not all of the claims and counterclaims, the arbitrators may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

8. GENERAL PROVISIONS

Governing Law: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.

Headings**:** The headings in this Agreement are for convenience of reference only, are not a part of this Agreement and shall not limit or otherwise affect the meaning hereof.

Entire/Prior Agreement: This Agreement represents the complete and exclusive statement of the mutual understanding of the parties, and supersedes and replaces any previous *Donor Sperm Services Agreement* entered into between Xytex and Client.

Severability: If any provision of this Agreement is found to be unlawful, void, invalid or for any reason unenforceable by any court, then that provision shall be deemed ineffective and severable from this Agreement only to the extent it is in contravention of applicable laws, and shall not affect the validity and enforceability of any remaining provisions hereof.

Compliance with Foreign Laws: Xytex does not represent its products and services are compliant with laws outside of the United States. Clients in foreign jurisdictions are ultimately responsible for compliance with local laws.

Notices: Xytex shall satisfy any notice obligation or requirement under this Agreement by sending its correspondence to the most current mailing address or email address provided by Client. Client agrees to keep Xytex informed in writing during the term of this Agreement of any change in Client's pertinent contact information including, current mailing address, email address and telephone numbers. Any notices to Xytex shall be made in writing and mailed to Xytex Corporation, 1100 Emmett Street, Augusta, Georgia 30904.

Binding Effect: This Agreement will be binding upon the parties and their respective assignees, heirs, executors, and administrators.

Survival: The provisions of Sections 5, 6, and 7 shall survive the termination of this Agreement.

Counterparts and Electronic Signatures: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. Signatures transmitted by facsimile, email or other means of electronic transmission shall be deemed for all purposes to have the same legal effect as delivery of an original executed copy of this Agreement.

9. SIGNATURES

By affixing their signatures hereto, Client and Xytex agree to be bound by all of the terms set forth in this Agreement. This Agreement is not effective unless signed by an authorized representative of Xytex.

Donor Number Purchased:

Client:

Individual Client Name	Signature	Date

OR:

Clinic:

Health Care Provider/ Clinic Name	Signed on behalf of Health Care Provider/Clinic	Date

Xytex:

Authorized Representative	Authorized Representative Signature	Date