

SUPPLY AGREEMENT

This Supply Agreement (the “Agreement”) is between Xytex Corporation (“Xytex”) and the provider or entity (physician, clinician, hospital, clinic, or other medical professional, herein referred to as, “Provider”, identified in the “Provider Information” section. The effective date is the date of the Provider’s signature. This Agreement is required for Providers to receive orders for donor semen vials (“Specimens”).

The undersigned Provider hereby represents, warrants, acknowledges and agrees as follows:

1. Xytex accepts orders for human semen intended for clinical insemination from licensed health care providers.
2. Proper handling of the Tank is critical to the maintenance of the Specimen. The Tank is validated to keep its temperature regulated for seven (7) days upon shipment from Xytex, provided it is kept upright. Failure to do so can result in the loss of liquid nitrogen vapor and the degradation of the Tank’s controlled temperature. If the Provider requires the specimen to be kept cryogenically cold for longer than seven (7) days, the Provider must make their own arrangements for liquid nitrogen storage. The provider is solely responsible for the return of the Xytex Tank, using the prepaid return shipping label, provided by Xytex. The Tank must be postmarked **by the date listed** on the Tank’s attached packing slip.
3. Xytex’s Quality Commitment can be found on its website, <https://www.xytex.com/about-xytex/quality-commitment/>. Should there be a concern, a Quality Report must be submitted within 45 days after the Specimen was thawed and applies to vials used within 60 days of receipt. Quality reports associated with treatment resulting in a successful pregnancy or successful fertilization in IVF cycles without a transfer will not be considered, regardless of the total motile count of the Specimen. Xytex’s quality guarantee applies ONLY if Xytex’s thawing protocols are followed and applies to Specimens at the time of thaw, prior to any post-thaw processing.
4. Xytex makes no guarantee or promise the use of Specimens will result in a pregnancy or creation of embryos. Xytex makes no guarantee that 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. Provider acknowledges it is impossible or impractical to test and/or eliminate all such risks. It is up to the Client, prior to using Xytex Specimens to contact Xytex, for updates regarding clinically significant medical and/or genetic information of which Xytex may have become aware. It is up to the Client to check the Donor's profile on Xytex’s website for updated medical information prior to their procedure.
5. Xytex does not approve the transfer of donor specimens. Per industry standard, Xytex’s specimens are solely **for use by the client or intended patient with whom Xytex has contracted**. The contracts executed between Xytex and its clients prohibit the transfer of specimens for use by any third party. Therefore, Xytex does not facilitate, endorse, or authorize the transfer of any donor sperm.
6. Shipments are authorized to the Provider’s **address listed below**.
7. By signing this Agreement, the Provider agrees to the terms and conditions contained within.

PROVIDER INFORMATION

Practice Name: _____ Federal ID Number: _____

Address: _____

City: _____ State/Province: _____

Postal Code: _____ Phone: _____ Fax: _____

Provider Email: _____ Facility Email: _____

Contact Name (to be listed on shipment): _____

Provider Signature: _____ Date: _____

Email signed agreement to: info@xytex.com

FOR XYTEX INTERNAL USE ONLY

Xytex Account Number: _____ Date Received: _____ (MM/DD/YYYY)