



Recipient Agreement to Participate in the Donor Identity Disclosure Program

I, _____, as a recipient of semen from Donor # _____ (“Donor”), acknowledge and agree to participate in the Donor Identity Disclosure Program (“ID Disclosure Program”) of Xytex Cryo International (“Xytex”). I understand that upon attaining the age of 18 (eighteen) years my properly registered child (“Child”), conceived with sperm from the Donor, may request, and Xytex will disclose, the full name, birthdate, and last known mailing address (“Identity”) of the Donor. If requested by the Child Xytex will provide search assistance to the Child for a nominal fee. In order to induce Xytex to allow me to participate in the ID Disclosure Program, I agree as follows:

1. I acknowledge that mere conception with sperm from the Donor does not qualify the Child to participate in the ID Disclosure Program. I acknowledge that I must read, sign, and return this Agreement to Xytex and that I must report my Child’s birth to Xytex, via the online birth reporting form located on Xytex’s website (<https://www.xytex.com/birth-report>). Only after completing these requirements will my Child be considered properly registered and qualified to participate in the ID Disclosure Program.

2. I acknowledge that only the Child may request and receive the Donor’s Identity. I understand that the Donor has signed an agreement waiving all parental rights and will only be given the Child’s contact information if requested by the Child. I acknowledge and agree that the Donor’s Identity is for the exclusive use of the Child and that the Child may not publish, sell, or share the Donor’s Identity.

3. I, on behalf of myself, the Child, 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 or the Child’s 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 Child, (b) or 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 his Identity.

4. I acknowledge and agree that, in the event any of the provisions of this Agreement 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 Agreement 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 Agreement on this _____ day of _____, 20_____.

Recipient’s Signature

Printed Name

Street Address

City, State, Zip Code

*Return completed Agreement by mail to Xytex Cryo International, 1100 Emmett Street, Augusta, Georgia 30904
or by email to xytex@xytex.com.*