



**AUTHORIZATION FOR RELEASE OF  
SHIPMENTS DIRECT/THIRD-PARTY (NON-CLINIC SHIPMENT)**

**OVERVIEW**

1. This authorization (“Authorization”) for shipment is required prior to arranging the shipment of human donor semen (“Specimen”) from Xytex to the shipping address designated below at the end of the form. This form must be completed by the individual (the “Client”) who will designate the shipping address, receive the shipment or arrange for receipt of shipment, and be the user of the Specimen for the insemination procedure. The undersigned Client hereby represents, warrants, understands, acknowledges, and consents to the following:

**ELIGIBILITY**

2. The Client must create a Xytex online account with their name through the Xytex website, located at [www.Xytex.com](http://www.Xytex.com) and complete the Donor Sperm Service Agreement, the terms and conditions of which are incorporated by reference herein and together with this Authorization, form the entire agreement between Xytex and the Client with respect to the transactions contemplated herein.
3. Client must submit payment for the cost of the Specimen and freight prior to shipment.
4. Certain foreign and domestic jurisdictions may impose legal restrictions and prohibitions on Xytex’s ability to ship Specimens directly to Clients or other recipients other than clinics. Local regulations and laws, which may change with minimal notice, may affect Xytex’s ability to offer this program to certain Clients.
5. Currently, Xytex is prohibited from shipping Specimens to residents of New York State without a written physician authorization. It is the **Client’s sole responsibility** to obtain their physician’s authorization and provide it to Xytex **prior to scheduling shipment** of Specimens to New York State.
6. Certain foreign and domestic jurisdictions strictly regulate who may perform insemination procedures and where they may be performed. The Client is solely responsible for ensuring that the insemination procedure is conducted by a legally qualified individual at a legally permissible location. **The Client is advised to obtain competent medical and legal counsel if they have questions concerning these issues.**
7. Client acknowledges that Specimens intended for insemination under this program will be shipped to the street address designated at the bottom of this form and are intended **solely for the Client’s personal use and for their own insemination procedure. With respect to Client’s use of the Specimen, Client shall comply with all applicable laws, regulations, and ordinances pertaining to Client’s use of the Specimen. Client assumes all responsibility for shipments of any Specimen requiring any governmental authorization or clearance for shipping into Client’s jurisdiction.**
8. Client or Client’s designee must be at the listed address to receive and sign for the delivery. Client, on behalf of themselves or their designee, assumes responsibility for the receipt of Specimens delivered via cryogenic shipping tank (“Tank”) during the expected delivery period. Xytex is not responsible for any delays or damage to Specimens due to Client or Client’s designee being unavailable to receive delivery.



9. The Tank is validated to retain its temperature for seven (7) days from the date the Tank is shipped from Xytex. The Tank must remain in the upright position to prevent rapid loss of absorbed liquid nitrogen. Failure to do so can lead to accelerated loss of the Tank's ability to retain cryogenic temperatures. If Specimens need to be kept longer, the Client must make independent arrangements for long term storage in liquid nitrogen.
10. Client is responsible for arranging the return shipment of the Tank to Xytex by the return date listed on the Tank's packing slip. A prepaid return label is included with each shipment. An \$875.00 USD security deposit is required and refunded to the client once the tank is returned to Xytex in satisfactory condition.
11. Client acknowledges there are inherent risks in moving, transferring, and shipping Specimens. Client is advised that the Specimen's Tank contains liquid nitrogen and/or liquid nitrogen vapor, which requires special care when handling and may result in injury if not handled properly. Risks include but are not limited to damage or destruction resulting from Tank mishandling, shipping/transportation errors, or other errors or delays once the Tank is received by a third-party carrier from Xytex. Client agrees that Xytex shall have no liability for any loss, damage, or injury that arises during the shipping process once a third-party carrier takes control of the Tank. Client further agrees that Xytex shall have no liability for any loss, damage, or injury due to Client's or Client's designee or other representatives handling of the Specimen and Tank.
12. Once the Tank and Specimens are received by the third-party shipping provider, the entire risk of loss or damage of the Tank and Specimens is assumed by the Client. Xytex shall not be held responsible for any lost or damaged Tanks and/or Specimens or any degradation in Specimen quality.
13. Xytex shall not be held liable, nor shall there be any fee adjustment, refund, or credit of any kind as a result of any loss, damage, delay, missed delivery, or non-delivery of Tank(s) or Specimen(s) for any reason, including, but not limited to, any act, failure to act, error or omission on the part of any third-party person or entity, including but not limited to, any agent or carrier.

### **MEDICAL MANAGEMENT**

14. Xytex is not a medical provider and does not provide medical advice. Xytex does not provide healthcare services or advice regarding the suitability of a donor's Specimens for use by the Client in an insemination procedure or any advice concerning the management of Client's personal health. Nothing in this form or anything provided by Xytex shall be construed as medical advice. **Xytex advises that all Clients consult with a licensed physician prior to commencing any insemination procedure.**
15. Client understands that reproductive care and treatments, including inseminations, when performed by a healthcare provider, may include assessment and/or discussion of any medical risks to future offspring based on Client and donor's family medical histories, and/or genetic test results. Xytex provides medical histories and genetic carrier screening results for each sperm donor available on its website to assist Clients in consultation with their personal healthcare providers, in evaluating, testing for, and managing any potential risks. Client acknowledges their responsibility to review a donor's genetic test results and medical history, and seek assistance from healthcare providers for clarification and guidance if necessary. It is the responsibility of the Client to consult a healthcare provider and/or genetic counselor to discuss the donor's medical history and genetic screening results PRIOR to shipment of vials.
16. As a matter of quality control, Client acknowledges that Specimens cannot be returned to or



refunded by Xytex after they have shipped from Xytex's facility. Client is prohibited from transferring the Specimen to any third party without the express written authorization of Xytex and in accordance with Xytex's established procedures for transfer of such Specimens.

17. Client acknowledges that consultation with a genetic counselor and/or physician may yield a better understanding of the genetic testing process and any risks involved in the insemination process. Client further acknowledges that insemination procedures conducted by a physician at a medical facility may have a higher rate of success and may reduce the probabilities of any adverse outcomes.

### **ADDITIONAL TERMS**

18. Xytex Specimens are individually evaluated to ensure they meet Xytex's quality standards. All vials are portioned by a standardized process that ensures the proper amount of sperm is present. Although the vials are small and contain a small amount of Specimen, there is more than enough sperm present to contribute to a successful pregnancy. Specimen quality claims can only be reviewed if the Specimen was evaluated by a reproductive laboratory. Regardless of sample quality, pregnancy cannot be guaranteed.
19. Xytex does not provide legal advice and nothing in this form shall be construed as such. The Client acknowledges and agrees that the laws and regulations concerning in-home insemination and the legal rights and status of donors, recipients and/or parental rights of any resulting children, are complex and dynamic and vary throughout the many jurisdictions, both foreign and domestic, that Xytex's transacts business in. **Xytex advises that all Clients and interested parties obtain competent legal counsel from an appropriately licensed attorney when considering this form and the subject matter it concerns.**
20. The Client, by executing this Authorization, agrees to indemnify Xytex and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind and however incurred, including professional fees and attorney's fees, arising out of related to any breach of Client's warranties and representations in this Authorization; any negligent or more culpable act of Client in connection with the performance of Client's obligations under this Authorization or Client's receipt, storage, use, or other activity with respect to the Specimen; any bodily injury, death, or damage to real or tangible personal property caused by Client's negligent or more culpable acts or omissions of Client with respect to Client's receipt, storage, use, or other activity with respect to the Specimen; and any failure by Client to comply with any applicable federal, state, or local laws, regulations, or codes with respect to Client's obligations under this Agreement or Client's receipt, storage, use, or other activity with respect to the Specimen. This includes but is not limited to the claims, legal rights, obligations, responsibilities, and/or legal status of any Client, donor, recipient(s) or resulting offspring.
- 21. ANY AND ALL SPECIMENS SHIPPED UNDER THIS AUHORIZED ARE SHIPPED TO AND PURCHASED BY CLIENT ON AN "AS IS" BASIS AND XYTEX MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SPECIMEN, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CLIENT UNDERSTANDS AND AGREES THAT BECAUSE THE SPECIMEN IS NOT BEING SHIPPED TO A MEDICAL PROVIDER OR CLINIC THE QUALITY GUARANTEE IN SECTION 3 AND IN ANY OTHER PORTION OF THE**



**DONOR SPERM SERVICES AGREEMENT IS VOID AND SUCH SPECIMENS ARE PROVIDED TO CLIENT WITHOUT GUARANTEE OR WARRANTY.**

**Client's Initials:** \_\_\_\_\_

- 22. The Client acknowledges that the transaction contemplated in this agreement involves certain risks, some of which are beyond Xytex's control. The Client on behalf of themselves and on behalf of their spouse or intimate partner, and any offspring arising from Client's use of Specimen ("Client Parties"), understands and agrees that Xytex shall not be held responsible or liable for any loss be it direct, indirect, consequential, special, physical, mental, emotional, financial, or otherwise suffered by the Client Parties due to any act, error, mistake or omission of any person or entity, including carriers or agents who are associated with Xytex, except to the extent the loss or damage is the direct and sole result of Xytex's negligence, unless applicable law prohibits Xytex's liability for negligence in which case Xytex shall not be held liable. While performing its obligations under this agreement, Xytex is not responsible or liable for any loss, liability, delay, damage, non-delivery or missed delivery related to the shipment and transfer of any goods, products, or specimens, and Xytex is not obligated to make any adjustment, refund, or credit, and such will only be considered in the case of Xytex's sole negligence and solely by Xytex's own discretion. Client agrees that Xytex is not liable for any mishandling, mislabeling, identification error, or delivery errors concerning Client Specimens, with the exception of any errors resulting solely from Xytex's negligence prior to Xytex's transfer of Specimens to the carrier.
- 23. IN NO EVENT SHALL XYTEX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AUTHORIZATION, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO XYTEX FOR THE SPECIMEN.**
- 24. If any term or provision of this Authorization is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Authorization or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 25. Provisions of this Authorization which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Authorization.
- 26. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.
- 27. This Authorization is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Authorization.
- 28. Client shall not assign any of its rights or delegate any of its obligations under this Authorization without the prior written consent of Xytex. Any purported assignment or delegation in violation of this paragraph is null and void. No assignment or delegation relieves Client of any of its obligations under this Authorization
- 29. No waiver by Xytex of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Xytex. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Authorization operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.



30. This Authorization shall be governed by and construed in accordance with the laws of the State of Georgia. All disputes with respect to this Authorization shall be governed by the dispute resolution procedures contained in the Donor Sperm Services Agreement between Xytex and Client including all provisions pertaining to the venue of such disputes.
31. The Client agrees that upon executing this form, whether by traditional ink or electronic signature, that they understand the terms contained within and agree to be bound to them.

**Client Information**

Client Name  
(print) \_\_\_\_\_

Client Date of Birth \_\_\_\_\_ Client Phone \_\_\_\_\_

Client Email \_\_\_\_\_

Client Street Address (No P.O. Boxes) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_