



Cryos International – New York LLC

90 Maiden Lane • Suite 302 • New York • NY 10038

Phone 212-430-5950 • Toll Free 866-366-6777 • Fax 917-210-3464

www.cryosinternational.com/ny • ny@cryosinternational.com

Patient Agreement

This Patient Agreement (the “Agreement”) is made between Cryos International, a New York limited liability company (“CRYOS”), the undersigned female to be treated by the donor semen from CRYOS (the “Recipient”), and, if applicable, the undersigned spouse or partner of the Recipient (the “Recipient Partner”) (CRYOS, Recipient, and Recipient Partner shall be collectively referred to herein as the “Parties”).

WHEREAS, Recipient and Recipient Partner desire that Recipient be treated by donor semen to be delivered by CRYOS to the Clinic (as defined below), and CRYOS desires to deliver the donor semen to the Clinic, subject to the terms and conditions provided in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

CRYOS will ship only to a physician, medical clinic, hospital or other facility authorized to carry out treatment with donor semen (a “Clinic”), except that Cryos will ship specimens directly to a patient only upon Cryos’ receipt of a written authorization from the patient’s physician. The Recipient shall specify to CRYOS in writing the Clinic to which she would like donor semen to be delivered. CRYOS reserves the right to postpone or deny a shipment request if CRYOS shall have determined, in its sole discretion, that the specified Clinic is not authorized to carry out the contemplated treatment.

Recipient and Recipient Partner will direct any questions regarding the treatment to the Clinic, and acknowledge that CRYOS has no responsibility to provide such information. CRYOS is not responsible in any manner for, and makes no representation or warranty related to, the treatment process. CRYOS’s only responsibility to Recipient and Recipient Partner is to provide donor semen consistent with and subject to the terms of this Agreement.

Prior to May 2005 CRYOS recruited semen donors (the “Scandinavian Donors”) from the general population in Scandinavia. Prior to acceptance of semen from the Scandinavian Donors, CRYOS subjected potential donors to a screening process and subjected the specimens to a 6-month quarantine, all in compliance with guidelines published by the American Society for Reproductive Medicine 1997 (the “Guidelines”). CRYOS semen donors (the “US Donors”) re-



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cruited during or after May 2005 were recruited from the general population in the United States of America. Prior to acceptance of the US Donors, CRYOS subjected potential donors to screening and subjected specimens to quarantine in compliance with New York State Department of Health and the US Food and Drug Administration (“FDA”) regulations and requirements.

Donor-screening tests and laboratory tests required by the Guidelines are not always accurate. CRYOS cannot and does not guarantee that donor semen will free from disease or that disease, illness or other maladies, including sexually transmitted diseases, inheritable illnesses and inheritable birth defects, will not result from treatment that may involve donor semen.

Recipient (initials)

Recipient Partner (initials)

Treatment with donor semen involves inherent risks that a medical professional should make clear. Recipient and Recipient Partner hereby assume all such risks. CRYOS makes no representation or warranty as to the likelihood that a pregnancy will occur through the use of donor semen, or that, if there is a pregnancy, such pregnancy will result in the birth of a healthy, viable child.

Recipient and Recipient Partner are solely responsible for the selection of CRYOS donor semen. CRYOS has no responsibility for any treatment that may involve any CRYOS donor semen. Recipient and Recipient Partner are solely responsible for all costs related to CRYOS donor semen, including shipping charges, as well as all charges related to or arising out of any medical procedure, any pregnancy that may result or any child that may result from any such pregnancy. CRYOS makes no warranty related to, and expressly disclaims all responsibility for, traits or characteristics, which may be present in offspring resulting from treatment with CRYOS donor semen. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CRYOS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY REGARDING ANY SPECIMEN, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

Recipient and Recipient Partner acknowledge that CRYOS has recommended to them that they should inquire of the Clinic as to the limitations and risks of treatment with donor semen. Recipient and Recipient Partner shall have sole responsibility for such risks. Recipient and Recipient Partner agree to indemnify, defend and hold CRYOS and its suppliers, members and em-



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employees harmless from any and all actions, claims, demands, costs, liabilities, expenses and damages (including attorneys' fees) arising out of or in connection with the donor semen after it has been delivered by CRYOS. Recipient and Recipient Partner shall have sole responsibility for the donor semen immediately upon the donor semen being shipped from CRYOS.

If the Clinic confirms in writing to CRYOS that a significantly lower number of post-thaw motile sperm than that guaranteed by the type of specimen purchased from CRYOS has occurred, and the deviation is not related to damage during transport or improper handling of the semen by the Clinic (confirmed in writing by clinic), CRYOS will provide, with no additional charge to Recipient, replacement samples from the same donor, if available, or from a similar donor if the original donor is no longer available.

CRYOS will under no circumstances be responsible for any costs related to the actual treatment, such as (but not limited to) treatment, medicine, travel, transport, housing, etc.

Recipient and Recipient Partner understand that all shipping of donor semen will be "FOB (CRYOS New York)", as defined at <http://www.incoterms.org/>. Consequently, CRYOS will not be responsible for any damage to the semen or delay that may occur after the semen leaves CRYOS's premises.

Recipient and Recipient Partner agree to maintain the anonymity of the donor forever, and warrant that they will always care for any child(ren) that may result from treatment with CRYOS donor semen as their own in every respect, undertake responsibilities toward it (or them), and, moreover, always will consider it (or them) as their lawful issue. If the donor is non-anonymous, CRYOS will upon request disclose the donor's identity to the child once it turns 18 years of age.

Recipient and Recipient Partner declare that they are above 18 years of age and not under any legal disability.

Recipient and Recipient Partner agree to report any positive pregnancy results or, if using a Clinic, agree to ensure that their Clinic will report any positive pregnancy results to CRYOS. It is the sole responsibility of Recipient and Recipient Partner to ensure that positive pregnancy results are reported to and received by CRYOS within three months of knowledge of such pregnancy. Such reports should include whether the pregnancy is a clinical pregnancy or whether



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knowledge of the pregnancy was received via a positive blood test. A clinical pregnancy is evidence of a pregnancy on an ultrasound scan at six weeks' gestation. All reports should include Recipient's name and address (including the current postal code or zip code (and country)), as well as Recipient's donor information. Reports may be made to CRYOS over the telephone, or by either regular mail or email. Recipient and Recipient Partner's cooperation in this regard will help ensure CRYOS's compliance with the American Society for Reproductive Medicine Guidelines suggested limitations on the number of pregnancies from a particular donor within a specific geographical region.

This Agreement must be executed by Recipient, and, if applicable, Recipient Partner, and sent (or faxed) to and accepted by CRYOS, before CRYOS will ship donor semen to the Clinic. CRYOS reserves the right, in its sole discretion and for any reason, to reject the Agreement prior to shipment of donor semen to the Clinic. If CRYOS rejects the Agreement, CRYOS will notify Recipient of the rejection within a reasonable time. If any such rejection shall occur, CRYOS will retain any fees (excluding prepaid donor semen and prepaid shipping) Recipient or Recipient Partner may have paid to CRYOS prior to any such rejection. Recipient and Recipient Partner shall refrain from any claims against CRYOS arising out of or in connection with a rejection.

[signature page follows]



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This Agreement constitutes the entire agreement among the Parties related to the subject matter contained herein, and fully supersedes all prior or contemporaneous understandings of the Parties. This Agreement may not be modified or amended without prior written consent of the Parties. This Agreement shall be construed and controlled by the laws of the State of New York and the Parties consent to the exclusive jurisdiction and venue in the courts sitting in New York County, New York.

Dated this _____ day of _____ 20_____.

Recipient (signature)

Recipient Partner (signature)

Recipient (printed name)

Recipient Partner (printed name)

Address:

Address:

Phone:

Phone:

Email:

Email:

CRYOS INTERNATIONAL – NEW YORK L.L.C.

By: _____

Title:

Date: _____