



# The Private Sperm Bank of South Africa

Established in 1984

*Freezing the future*

Donor ID	Height	Weight	Complexion	Eyes	Hair	Hobbies	Degree/Career	Blood Type	Ethnicity	Profile	Origin	Available
3075	1.87	93	Fair	Blue	Light Brown	Modelling, Cricket	Cook	O Pos	Caucasian	ASP	RSA	Yes
EZRA	1.69	65	Dark	Dark Brown	Black	Sport, Travel	BA. Arts – Graphic Design	O Pos	Shona - Ndebele	AEP	Zim	Yes
3084	1.84	67	Med- Olive	Green	Brown	Painting, Chess, Martial Arts	BA. Psychology & Philosophy	A Pos	Jewish	ASP	RSA	Yes
3087	1.80	78	Dark Brown	Brown	Black	Dancing, Gym	Marketing Management	A Pos	Tswana	ASP	RSA	Yes
BERT	1.74	83	Fair	Blue/Green	Brown	Sport	B. Com CA	A Neg	Caucasian	AEP	RSA	Yes
NEIL	1.72	78	Med	Blue/Green	Blond/ Brown	Scuba diving, teach swimming	B. Com Financial Management	O Pos	Caucasian	AEP	RSA	Yes
HUAN	1.69	83	Fair	Brown	Black	Sports, Computer Games	B.A. Architecture	B Pos	Chinese	AEP	RSA	Yes
AMUK	1.74	78	Fair	Brown	Black	Hiking, Reading, Sports, Exploring, Rock climbing	Studying - Veterinary	A Pos	Indian	AEP	RSA	Yes
HUNT	1.85	123	Fair	Blue/Green	Blond	Fishing, Guitar, Gardening	N.Dip. Religious Studies	A Pos	Caucasian	AEP	RSA	Yes
3070	1.67	66	Black	Brown	Black	Soccer	Electrician	O Pos	Congolese	ASP	DRC	Yes
YURI	1.79	72	Med	Brown	Black	Computer games, cuisine	Engineering	A Pos	Asian	AEP	DK	Yes



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8216	1.88	78	Med	Brown	Black	Reading	Software Engineer	AB Pos	Asian	AEP	DK	Yes
VINAY	1.73	61	Med	Brown	Black	Playing piano, watching movies	MD/Research Assistant	B Pos	Indian	AEP	DK	Yes
FF2701	187	83	Med Dark	Green	Brown	Languages	PHD History	A Neg	Caucasian Austrian German Irish	AEP	USA	For Imp
FF4287	182	72	Med	Brown	Black	Dancing, Social Networking	Chemical Engineering	B Pos	Chinese	AEP	USA	For Imp
FF6777	175	56	Light	Brown	Black	Reading, Soccer, Building models	MS/Information Systems	A Pos	Chinese	AEP	USA	For Imp
FF5092	175	86	Dark	Brown	Black	Politics, Reading, New Technology	Masters in Cybersecurity	A Pos	Black African	AEP	USA	For Imp
FF2503	172	67	Med	Brown	Black	Reading, exercise	MD/Medicine	AB Pos	Chinese	AEP	USA	For Imp
FF4140	165	61	Med	Brown	Black	Music, video games	BS/Mat. Sci. and Engineering	A Pos	Vietnamese	AEP	USA	For Imp
FF6973	172	71	Med light	Brown	Brown	Cycling, dancing, guitar	Bicycle fitting Certification	O Pos	Multi Mexican French German	AEP	USA	For Imp
FF6958	172	81	Light	Green	Brown	Disc golf, football	PhD/Chem. Engineering	O Pos	Caucasian English Irish German	AEP	USA	For Imp
FF6541	175	87	Light	Blue	Brown	Cooking, Playing guitar, Reading	BBA (Business Administration)	O Pos	Caucasian French Italian	AEP	USA	For Imp



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Donor ID	Height	Weight	Complexion	Eyes	Hair	Hobbies	Degree/Career	Blood Type	Ethnicity	Profile	Origin	Available
FF7213	190	93	Med Dark	Brown	Black	Basketball, Cooking	BBA (Business Administration)	AB Pos	Black African American	AEP	USA	For Imp
FF6854	190	103	Light	Blue	Blond	Basketball, Movies, Reading	Personal Trainer	B Pos	Caucasian Russian	AEP	USA	For Imp
FF7100	175	95	Light	Brown	Brown	Basketball, dancing, family	MD Cardiology	O Pos	Caucasian Spanish	AEP	USA	For Imp
FF7108	175	77	Medium	Green	Brown	Piano, Video games	Org. Leadership	O Pos	Latino Ecuadorian	AEP	USA	For Imp
FF6558	175	60	Medium	Brown	Brown	Basketball, Music production	MA Philosophy	A Pos	Multi African American Puerto Rican	AEP	USA	For Imp
FF7241	190	96	Medium	Blue	Blond	Basketball, hiking, travel	BS/Kinesiology	O Pos	Caucasian Finnish Swedish	AEP	USA	For Imp



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### Pricing

Due to currency rate fluctuations and the rising costs relating to the production process being outside of our control, we reserve the right to change pricing without prior notice, please ensure you obtain a written quotation prior to your purchase.

### Additional Services

**Importing Donors on Request** - There are many requisites involved in Import and Export, not ensuring that all is in order prior to shipping, can result in jeopardizing not only the integrity of your carefully selected specimens but also your financial investment. Giving due regard for the general costs involved in procuring fertility treatments, it is clear, that although costly it certainly provides piece of mind knowing that your shipment is handled professionally and securely. We have agreements in place with various International Sperm Banks that afford us preferential rates being their distributors locally. Should you consider importing, please feel free to contact us to discuss how we can assist you with your bank of choice. We can either handle the complete transaction on your behalf or just facilitate the import once you have placed your order with the overseas sperm bank.

**Exclusive Donors** - We receive requests for single recipient or exclusive sperm donors from time to time. This is less common and often costly. It means that you will have exclusive access to a single donor and that the particular donor is only comfortable donating to a single recipient. We do have such donors from time to time. If this is something you would like to investigate please discuss your requirement with us. Please note that we also head-hunt specific donor profiles according to your specification, which will be at an additional cost.

**Donor Call-backs** - It is highly recommended that once a donor pregnancy has been precipitated you procure additional specimens, in the event that you later consider siblings from the same donor, in order to avoid severe disappointment. Due to so many recipients not doing this and requesting specimens at a later stage when no longer available it has become necessary to provide this as a dedicated service. Understandably it is very difficult to attach a fixed price/rate on such a service. The basic model is a cost-plus model and therefore the following is taken into consideration at the time of the request: - Tracing, Location, Time, Travel & Accommodation, Re-imburement, Re-screening, Processing, Storage.

**Worldwide Import & Export Service** - We facilitate the import and export of sperm, eggs and embryos whether they are your own - or donor specimens' worldwide door-to-door. Reproductive material is cryogenically shipped either via courier or our dedicated walk-on service. The walk on service provides for personal and dedicated collection from your clinic/tissue bank of choice and personally accompanying your embryos to the point of destination.



# The Private Sperm Bank of South Africa

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This person will walk your may-be-babies through all airports, customs and inspection procedures anywhere in the world to make absolutely sure that your shipment is not, x-rayed, delayed, misrouted or detained.

## Standard Terms and Conditions

### The Agreement

This agreement (hereinafter referred to as the “AGREEMENT”) is made between Androcyos - South Africa, Ground Floor, 9 Saint Davids Park, Saint Davids Place, PARKTOWN, South Africa (hereinafter referred to as “ANDROCRYOS”) and the procurer (hereinafter referred to as the “CLIENT”). ANDROCRYOS and the CLIENT are jointly referred to as the “PARTIES”. The AGREEMENT is a condition for the CLIENT's order (hereinafter referred to as the “ORDER”). The ORDER can consist of, any one or combination of, the following:

Donor sperm hereinafter referred to as the “DONOR SPERM”. Deposit of the CLIENT's own sperm, hereinafter referred to as the STORED SPERM”

Deposit of the CLIENT's own eggs or embryos, hereinafter referred to as the “STORED EGG” STORED SPERM and STORED EGG are jointly referred to as the “STORED GAMETES” CLIENTs of STORED GAMETES are also referred to as the “DEPOSITOR”.

Other products, hereinafter referred to as the “PRODUCT”

DONOR SPERM, STORED GAMETES and PRODUCT are jointly referred to as the “GOODS”.

The AGREEMENT also applies to the PARTIES' agreement regarding delivery and transport of the GOODS as well as the PARTIES legal position in the event of damage to packing of the GOODS. Written quotations are valid for a period of 7 working days from date of issue.

### General Conditions

Pricing - Prices are available on request. Androcyos reserves the right to change prices without notice. All prices include VAT (Currently at 15%) - We reserve the right to amend this percentage without notice as and when it has been promulgated and gazetted by the South African Government.



# The Private Sperm Bank of South Africa

Established in 1984

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Payment Terms - Prepayment by credit/debit cards, bank transfer, wire transfer, or prescribed online platform i.e. PayPal. For STORED GAMETES: 14 days' net after date of invoice. The CLIENT pays ANDROCRYOS the total invoiced amount for the GOODS and /or SERVICES including any VAT, transport, etc. when entering into the AGREEMENT.

ANDROCRYOS operates on a pre-payment basis.

Information & Correspondence - All information and correspondence to the CLIENT will be sent by e-mail [life@androcryos.co.za](mailto:life@androcryos.co.za). The CLIENT accepts that all information is in English. ANDROCRYOS disclaims all responsibility if information, whatever the reason, does not reach the CLIENT. If the CLIENT does not have an e-mail address, the CLIENT can request that such information is sent by ordinary mail.

Order Confirmation - When the CLIENT submits an ORDER, ANDROCRYOS will send a confirmation to the CLIENT via e-mail [life@androcryos.co.za](mailto:life@androcryos.co.za) in the form of an invoice. When the ORDER is confirmed, the AGREEMENT is legally binding. In case of fault and deficiencies in the confirmation, the CLIENT is obligated to inform ANDROCRYOS about this without undue delay.

Property Right - Undelivered GOODS remain the property of ANDROCRYOS until ANDROCRYOS has received full payment from the CLIENT of the total price of the GOODS as well as delivery, transport and packaging.

Collection & Delivery Terms - Deliveries and collections are activated on receipt of payment only. DAP (Delivered at Place) according to Incoterms 2010. This means door-to-door excluding any local customs formalities like customs clearance, import permits, duty and tax. If the GOODS are collected from ANDROCRYOS, collection is EXW (Ex Works).

Transit Delay - If the GOODS are not delivered on time and if the delay is due to circumstances for which the CLIENT bears the risk including delay from the carrier, ANDROCRYOS disclaims all responsibility in this connection and the CLIENT loses the right to claim damages for delay.

Faults and Deficiencies - When the shipment is received from the carrier, the receiver is obligated to examine the GOODS for any fault and deficiencies, which may have occurred during transport. If the GOODS have been damaged during transport, the receiver is obligated to complain about any such damages directly to the carrier. If the GOODS have any faults or deficiencies which were not visible when the GOODS was received, the CLIENT must inform ANDROCRYOS immediately after the fault or deficiency has been discovered by the CLIENT. Otherwise the CLIENT loses the right to claim the fault or deficiency. ANDROCRYOS is only responsible for damage to the GOODS if the damage is due to faults, deficiencies or neglect caused by ANDROCRYOS. If the GOODS include DONOR SPERM and if the CLIENT



# The Private Sperm Bank of South Africa

Established in 1984

## ***Freezing the future***

has informed ANDROCRYOS, in writing and on time, of any existing faults or deficiencies for which ANDROCRYOS is responsible, ANDROCRYOS will replace the DONOR SPERM within a reasonable amount of time. The CLIENT cannot demand a reduction of the procured price or cancel the AGREEMENT.

Liquid Nitrogen Dewars / Dry-shipper Canisters / Shipping Boxes - The CLIENT must return any nitrogen tank and its shipping box without undue delay. The nitrogen tank and its shipping box must be returned within 24 to 72 working hours after shipping date from ANDROCRYOS. If the tank and its shipping box have not been returned within the specified time, ANDROCRYOS is entitled to demand a weekly rental fee at a rate of 25% of invoice value from the CLIENT. The CLIENT is responsible for returning the Liquid Nitrogen Dewar/box on time to ANDROCRYOS and in the same condition as at the time of delivery. Liquid Nitrogen Dewars / shipping boxes remains the property of ANDROCRYOS and is never sold. ANDROCRYOS is entitled to claim the full value from the CLIENT for a new tank and its shipping box if it is compromised or lost between delivery and pick up for return. ANDROCRYOS is entitled to consolidate shipments in the event that more ORDERS from different CLIENTs have the same delivery address. All such CLIENT's are jointly and severally liable for the return and value of the nitrogen tank and its shipping box. Shipping costs on consolidated shipments will not be split or refunded. The CLIENT is aware of the fact that frozen DONOR SPERM and STORED GAMETES are fragile products and thus it is strongly emphasized that the durability of the frozen DONOR SPERM and STORED GAMETES is dependent on the storage facility and that it may be compromised if not used immediately after thawing.

Other Responsibilities - ANDROCRYOS does not guarantee that treatment with the DONOR SPERM or STORED GAMETES will result in a pregnancy or if it does result in a pregnancy that the pregnancy will result in the birth of a healthy child or children. Despite detailed security precautions there is always a minimal risk that DONOR SPERM and STORED GAMETES are mixed, mislabeled or contaminated.

In such cases, and if it can be documented that it is the fault of ANDROCRYOS, ANDROCRYOS will refund the direct costs of the DONOR SPERM or the costs invoiced in relation to the storage of STORED GAMETES. ANDROCRYOS disclaims all responsibility for any other circumstances including, but not limited to, fertility treatment, unwanted pregnancy, multiple pregnancies, spontaneous abortion, extra uterine pregnancy, stillborn, expenses for medicine, transport and travel expenses, accommodation, loss of profit, sales or income, loss of time and clientele, or ensuing costs or other direct or indirect losses or expenses which may be the result of delays, fault or deficiencies whether ANDROCRYOS is responsible for this or not. This also includes circumstances caused by force majeure or other circumstances which are beyond ANDROCRYOS' influence such as strikes, lockouts, transport difficulties, detention, goods retained at customs, confiscation, war, martial conflicts or civil unrest vandalism, terrorism, radioactivity or natural disasters. ANDROCRYOS disclaims all responsibility for damage to real estate, personal and movable property including either finished goods produced by the CLIENT or goods involving produced parts. ANDROCRYOS disclaims all responsibility for damage caused by frozen DONOR SPERM and STORED GAMETES, CO<sup>2</sup>, or LN<sup>2</sup> such as leakage, spillage, loss or damage caused by storage of LN<sup>2</sup> under pressure. ANDROCRYOS disclaims all responsibility for any damage, which may be the result of transmitted diseases or unwanted or unknown hereditary conditions contained in the DONOR SPERM or STORED GAMETES.



# The Private Sperm Bank of South Africa

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## ***Freezing the future***

**Waiver of Claim and Indemnification** - The CLIENT expressly releases, indemnifies, defends and holds harmless ANDROCRYOS, its agents, employees, officers, directors, shareholders, representatives, independent contractors, customers, successors and affiliates to the fullest extent permitted by law from and against any claims, loss, damage, expenses, liabilities, demands, offsets, causes of actions and attorney's fees arising out of or in any way relating to this AGREEMENT, including, but not limited to the collection, freezing, processing, sale, procurement, storage, shipping, release, loss, damage or destruction of the GOODS.

**Account Activity** - In order to procure DONOR SPERM, make a reservation for DONOR SPERM or to manage your STORED GAMETES the CLIENTs must communicate via e-mail on the pre-scribed document/s. It is the CLIENT's responsibility to keep the registered contact data on the account updated.

**Quality Dispute** – Should a dispute/query arise via client's clinic/treatment facilitator regarding the quality of the specimen with regard to acceptability for a certain procedure Androcryos will refer to internal pre-freeze and post-thaw quality results. As Androcryos cannot verify procedure nor processing protocols and regimes, results on record at Androcryos will be deemed to be correct.

**Other Disputes** - Any dispute between the PARTIES, which may originate from the AGREEMENT, must be resolved by means of negotiation in which the PARTIES are obligated to try to find an amicable solution. If the PARTIES cannot reach an agreement through negotiation no later than 6 weeks after commencement of the negotiations, each of the PARTIES are entitled to hand over the case for the decision of the ordinary courts. It has been agreed between the PARTIES that the case will be decided according to South African law regardless of the fact that international choice of law rules may give rise to another choice of law. It has also been agreed between the PARTIES that the language will be English and the Johannesburg Magistrates Court will decide the matter.

**Quality Guarantee** – All donor semen specimens are processed under strict quality control procedure and each batch is quality tested before freezing. The results are verified by two suitably qualified andrology staff members prior to cryopreservation at all times. Every frozen batch is also quality tested post thaw and results are verified by two medical technologists.

## **DONOR SPERM**

**Reservation of DONOR SPERM** - DONOR SPERM is reserved for the period ordered by the CLIENT. An order confirmation for the reservation will be sent to the CLIENT in the form of a Tax Invoice.

A reservation expires automatically when payment is not received within 48 hours of date of quotation. The CLIENT accepts that the conditions for storage will be according to the Terms of Agreement in place at the time of the renewal. A confirmation for renewal will be sent to the CLIENT via a Tax Invoice for storage for a 6 months' cycle or part thereof. If the received payment is lower than the outstanding



# The Private Sperm Bank of South Africa

Established in 1984

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amount, ANDROCRYOS is entitled to reduce the selected period of time proportionally. If payment is not received in due time ANDROCRYOS has the right to cancel any reservation without further notice. When the CLIENT wants reserved DONOR SPERM delivered, the delivery is ordered via e-mail [life@androcryos.co.za](mailto:life@androcryos.co.za). If the CLIENT does not have access to the internet a Delivery Request form must be filled in and faxed to ANDROCRYOS at +27-11-484-1130 together with a copy of the CLIENT's ID card (passport, driver's license or other acceptable form of identification). Payment for packing and shipping is at the cost of the CLIENT. If the CLIENT does not have access to the internet a Termination Statement form must be filled in and faxed to ANDROCRYOS together with a copy of the CLIENT's ID card (passport, driver's license or similar). Payment for any remaining reservation period will not be refunded. In case of mass termination within a selected period, ANDROCRYOS can postpone the payment until the end of the selected reservation period. If all the reserved DONOR SPERM has been delivered, the reservation is automatically terminated. Exchange of reserved DONOR SPERM can only take place by terminating as per above and by submitting a Reservation Exchange within 7 working days after payment has been made and order had not yet been dispatched. **NO ORDER MAY BE RETURNED OR CANCELLED ONCE THE ORDER HAS LEFT OUR FACILITY AS WE CANNOT GUARANTEE PROCESSES AND PROCEDURES AT FACILITIES OUTSIDE OF OUR DIRECT CONTROL.** ANDROCRYOS will keep in force an insurance covering the value of the reserved DONOR SPERM and the value of the reservation period. The insurance will cover in the event of thawing, fire, theft, and water damage. In other circumstances or accidents, which ANDROCRYOS is or is not responsible for. ANDROCRYOS, disclaims all responsibilities. ANDROCRYOS keeps an agreement in force with another licensed tissue establishment to take over storage of the reserved DONOR SPERM, if ANDROCRYOS, whatever the reason is, will not be able to continue storing the reserved DONOR SPERM.

Parent Declaration (only applicable for private CLIENTS) - The CLIENT guarantees to claim parenthood and to look after and consider the child/children, which may be the result of treatment with

DONOR SPERM according to the AGREEMENT, as their own legal child/children.

Donor Anonymity – All South African donors are Anonymous. The CLIENT understands and accept that Anonymous donors must remain anonymous forever. Their anonymity is protected by South African National Health Act. The CLIENT guarantees that no attempts will be made to search for or to trace donors or other recipients or offspring related to the donors. If, regardless of this, the CLIENT initiates such a search or trace, the CLIENT is obligated to exempt ANDROCRYOS from any demand raised against ANDROCRYOS regardless of whether the search, directly or indirectly, has resulted in tracing the donor or other recipients or offspring related to the same donor. The client further takes note that it is illegal in South Africa to make the personal details of an anonymous donor known/or public. If a donor has elected to disclose his identity to the child itself and nobody else and only at the donor child's request and only once the child have reached the age of 18, the child must document, or render probable, that he/she is the result of treatment with DONOR SPERM from a specific Non-Anonymous donor. Progeny confirmation will be determined via a DNA Paternity Test at the cost of the alleged child/children. The ID/Code of the donor in question must be informed. Although the donor may have initially agreed to meet the child, ANDROCRYOS has no responsibility towards the donor actually doing so in the future.

Transit Delay - If the delivery of DONOR SPERM is delayed due to circumstances for which ANDROCRYOS is responsible and the CLIENT wishes to cancel the ORDER for that reason, the CLIENT has an obligation, to ensure immediate return of LN<sup>2</sup>-Dewars. All shipments of DONOR SPERM are sealed securely before they leave ANDROCRYOS.



# The Private Sperm Bank of South Africa

Established in 1984

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**Order Delay** - Clients are advised to place their orders at least 3 working days prior to their procedure in order to be able to ensure specimens are ready on the day of treatment at their facility.

International orders must be so placed that the order will reach their treatment clinic at least 72 hours prior to their procedure

**Pregnancy Registration** - In order not to exceed any national or international quotas regarding the number of live births per donor, the CLIENT is obligated to register the pregnancy as soon as the pregnancy has come to the knowledge of the CLIENT. Pregnancies are registered by completing the final section "Treatment Results" on the Donor Semen Request and Treatment Results form. The CLIENT must also register if the pregnancy is a sibling (the CLIENT already has a child with the same donor) and if the pregnancy is terminated (biochemically, spontaneous abortion, extra uterine pregnancy or stillborn).

When entering into this AGREEMENT, the CLIENT accepts that ANDROCRYOS is entitled to continue contacting the CLIENT until the result of the treatment has been registered. If, due to the relationship of the CLIENT, it is not possible to register the result of the treatment, ANDROCRYOS is entitled to seek information from the clinic where the DONOR SPERM was delivered, if any.

**Reports and information regarding genetic disorders** - If the CLIENT receives information about genetic disorders, including hereditary diseases, syndromes, multiple and isolated malformations, associations, etc., as a result of using DONOR SPERM, the CLIENT is obligated to inform ANDROCRYOS about this immediately so ANDROCRYOS can take the necessary action in relation to other CLIENTs, authorities, etc. DNA confirmation of the donor (i.e. Blood sample of mother, blood sample of child, DNA of donor) must be obtained prior to the investigative process to be followed by Androcryos. The CLIENT accepts to provide the necessary information to ANDROCRYOS so ANDROCRYOS is able to make a diagnosis. If the CLIENT is a private person, the CLIENT hereby gives ANDROCRYOS the right to obtain relevant information from the CLIENT's and the child's medical files. The CLIENT also accepts to give blood samples in order to verify the diagnosis. If ANDROCRYOS receives information as per above, the donor will be blocked.

The CLIENT accepts that ANDROCRYOS may send notices about blocked donors to potential recipients who have confirmed, received and or reserved ORDERS of DONOR SPERM. If the ORDER includes a delivery address (typically the clinic) which is different to the invoice address and if there is an e-mail address connected to this delivery address, the CLIENT accepts that ANDROCRYOS may send such information to this e-mail address as well. For ORDERS of DONOR SPERM such information will be send only up to two (2) years after date of order unless in cases where ANDROCRYOS finds special reason to prolong this period. DONOR SPERM from blocked donors can only be delivered if the CLIENT signs an informed consent. If the CLIENT wants to terminate a reservation of a blocked donor, this can be done as per above. ANDROCRYOS is not responsible for offering any advice or consultancy but recommend that CLIENTs seek advice from medical/genetic specialists.

**Cancellation of and Changes to ORDERS** - As long as an order has not been dispatched (i.e. has not left Androcryos premises) confirmed ORDERS can always be cancelled within a 3-month period. A cancellation fee of 20% of invoice value will apply in such circumstances. In case of changes to a confirmed and processed ORDER, ANDROCRYOS is entitled to charge the CLIENT a fee equal to no less than 25% of the value of the order or a fee that corresponds to the actual costs related to the change or the positive compliance of the AGREEMENT according to ANDROCRYOS' choice, whichever is the greater.

**Transfer of AGREEMENT** - If the CLIENT is not the final recipient, the CLIENT is obliged to transfer the content of this AGREEMENT to the recipient who is subsequently treated with the DONOR SPERM or to



# The Private Sperm Bank of South Africa

Established in 1984

## ***Freezing the future***

anyone who subsequently procures the DONOR SPERM from the CLIENT. If the transfer of this AGREEMENT has not taken place, the CLIENT holds ANDROCRYOS harmless for any liability or additional costs arising out of or in any way relating to this AGREEMENT as per the terms of Waiver of Claims and indemnification in this AGREEMENT. ANDROCRYOS is entitled to transfer this AGREEMENT to any legal entity within the Androcryos concern.

Other Issues - ANDROCRYOS declares that DONOR SPERM delivered is released for clinical use according to one or several Standards, as described on ANDROCRYOS' website. I.e. that donors and DONOR SPERM are selected, screened and comply with the prevailing rules at the time of donation. If the Standard of the DONOR SPERM ordered does not meet the requirements in the CLIENT's country/jurisdiction, ANDROCRYOS disclaims all responsibility.

Despite the examination of an extensive number of conditions and diseases in both the donor as well as the DONOR SPERM there is always a minimal risk that infectious or hereditary diseases such as HIV, hepatitis, syphilis, gonorrhoea, chlamydia, HTLV I/II, cytomegalovirus, Tay-Sachs, Thalassaemia, cystic fibrosis, sickle cell, familial Mediterranean fever, Gaucher's disease, Canavan's disease, familial Dysautonomia, congenital adrenal hyperplasia, carnitine transporter deficiency are transmitted with DONOR SPERM.

However, it is ANDROCRYOS' assessment that the risk of transmission of hereditary diseases is always lower than that in the general population. In case ANDROCRYOS is informed about transmissible or heredity diseases or unknown or unwanted heredity conditions in the DONOR SPERM after the ORDER has been confirmed (irrespective of whether the ORDER has been delivered or not), and if this is not due to faults or deficiencies for which ANDROCRYOS is responsible, ANDROCRYOS disclaims all responsibility.

ANDROCRYOS declares that when DONOR SPERM in this AGREEMENT is sold, it is not the gametes themselves that are sold but the cost recovery related to processing and work done, such as selection and testing of the donor, manufacturing of documents and the handling, freezing, storage, marketing, administration, etc. of the gametes. Information in the donor's extended profile as well as the photos are provided by the donor. It is ANDROCRYOS's sincere belief that the data is correct, but ANDROCRYOS disclaims any liability in the unlikely event the data provided should not be correct.

## STORED GAMETES

Analysis and Confirmation - ANDROCRYOS performs an analysis on each ejaculate of STORED SPERM in order to evaluate the quality and the fertilization abilities. ANDROCRYOS will evaluate and recommend if more ejaculates should be stored. STORED EGGs are not analyzed. When the STORED SPERM including all ejaculates are stored, a confirmation with the storage details and storage period will be sent to the DEPOSITOR.



# The Private Sperm Bank of South Africa

Established in 1984

## ***Freezing the future***

**Screening** - In order to meet the requirements of the South African National Health Act the DEPOSITOR must be tested for certain infectious diseases (HIV and Hepatitis) in order to avoid cross contamination in the storage facility. These tests can be carried out by ANDROCRYOS at additional costs. Alternatively, the DEPOSITOR must present valid documentation to ANDROCRYOS that the necessary tests have been done. If ANDROCRYOS have not received the test results or documentation within 24 hours from the confirmation being sent, ANDROCRYOS is obliged to terminate the storage and to destroy the STORED GAMETES. The DEPOSITOR cannot claim any refund or any other cost for loss in such cases.

**Renewal** - The storage period can always be renewed. Prior to expiry ANDROCRYOS will send a reminder to the DEPOSITOR with information that the deposit is due to expire. Renewal advice is sent out via e-mail [life@androcryos.za](mailto:life@androcryos.za). On renewal, the DEPOSITOR accepts that the conditions for storage will be according to the Terms of Agreement in place at the time of the renewal. A confirmation of the renewal will be sent to the DEPOSITOR. If payments received are lower than the outstanding amount, ANDROCRYOS is entitled to reduce the selected period of time proportionally. If proper payment is not received in due course, ANDROCRYOS has the right to cancel the storage of STORED GAMETES and dispose of the gametes appropriately.

**Deposits** - The DEPOSITOR has the sole right of disposition of the STORED GAMETES. If the DEPOSITOR passes away during the storage period and if ANDROCRYOS is made aware of this, the DEPOSITOR's STORED GAMETES will, unless in case of testamentary disposition and only if ANDROCRYOS is informed about this, be destroyed without any undue delay and this AGREEMENT is terminated. If the DEPOSITOR has made a valid testamentary disposition of the STORED GAMETES, and if ANDROCRYOS has received the testament, the beneficiary will take over the DEPOSITOR's rights and position according to this AGREEMENT. We advise DEPOSITOR's who want to make testamentary disposition to seek legal advice. The heirs of the DEPOSITOR have no rights over the DEPOSITOR's STORED GAMETES according to this AGREEMENT unless in case of a last will and testament.

**Delivery** - When the DEPOSITOR wants the STORED GAMETES delivered, the delivery is ordered via e-mail. Delivery Request form can be filled in and sent to ANDROCRYOS together with a copy of the CLIENT's ID card (passport, driver's license or similar). Payment for the shipment is the responsibility of the DEPOSITOR and must be made prior to the delivery being initiated.

**Termination** - When the DEPOSITOR wants to terminate the storage, the termination is ordered by submission of a so-called Specimen Destruction Notification form (available on request). The request needs to be completed and signed by the "legal owner" (Legal owner being, for sperm – the male, ova/eggs the female from whom the eggs were retrieved or the couple who have acquired the donated ova/eggs and in the case of embryos, the male and female counterpart unless one of the components was obtained via a donor), and forwarded to ANDROCRYOS together with a copy of the DEPOSITOR's ID card (passport, driver's license or similar). Storage renews automatically and storage fees apply until such time as specimens have been collected by the owner or delivered to the clinic so advised by the client. Once all the STORED GAMETES have been delivered, the AGREEMENT is automatically terminated. Payment for any remaining storage period cannot be refunded.

**Backup** - ANDROCRYOS keeps an agreement in force with another tissue establishment to take over the STORED GAMETES, if ANDROCRYOS is not able/becomes unable to continue storing the STORED GAMETES.