



**PRIVATELY BANK YOUR SEMEN
COLLECT IN THE COMFORT OF YOUR HOME**

Who Should Consider Banking?

Pre-Vasectomy: Men undergoing a vasectomy may wish to store their semen prior to the surgery.

Testicular or Prostate Diseases: These illnesses or their treatments may cause infertility.

Chemotherapy or Radiation Therapy: These therapies may compromise fertility.

Insemination Procedures and Directed Donors: Storing sperm on an "On Call" basis, and in large quantities prior to an insemination procedure, may create better fertility outcomes.

Military and High Risk Occupations: Before deployment into a hostile area, or if you risk exposure to hazardous materials, banking should be considered.

**WE ARE THE FIRST COMPANY TO OFFER A COST EFFECTIVE
HOME KIT FOR PRIVATELY BANKING SEMEN.**

Our FDA registered lab has processed thousands of semen samples resulting in over 800 successful inseminations.

Our clinical staff has over 50 years of combined experience in reproductive and cryogenic medicine.

To enroll or obtain more information please call us at: 1-800-619-7869. A client service consultant is available 24 hours per day.

COSTS:

Our Pricing is very simple. We charge a fee of

\$599.00 - Standard Testing

or

\$699.00 - Enhanced Testing

for your entire first year's cost.

This includes:

- One complete collection kit
- Shipping your sample Priority Overnight to the lab
- FDA approved lab processing & testing
- 1st year's storage

**Last minute collections
are not a problem!**



**Visit us on the web at
www.CryoChoice.com**

2200 Century Pkwy, Suite 9 • Atlanta, GA. 30345
tel: 800-619-7869 • fax: 404-795-9126 • email: contact@cryochoice.com



Thank you for your interest in CryoChoice.

Please read the following important information:

Researching sperm banks creates many questions. The best way to answer them is to call us at: 1-800-619-7869. We have a tremendous amount of knowledge we can share with you.

Please read the following 'CryoChoice Basics' for more information about our service. Enrollment paperwork follows this information.

CryoChoice Basics:

Step One

After enrolling, your home collection kit is shipped out the same business day. It arrives inside an unmarked FedEx wrapper.

Step Two

You make your donation in the specimen cup provided, while in the privacy of your own home.

Step Three

Drop your Collection Kit off at your local indoor FedEx location. It will be delivered "Priority Overnight" to the lab in its generic wrapping.

Total first year's cost is \$599 for Standard Testing or \$699 for Enhanced Testing*

→ Both kits include:

Collection Kit, Priority Overnight Shipping To Our Lab, All Lab Processing, 1st Year's Storage, Sperm Count Testing, Pre-Freeze Motility Testing, Vials Equalized

* A Morphology Test is included in the Enhanced Testing Kit only.

Annual storage (starts in year 2) is \$139 per year

Most clients enroll by phone: 1-800-619-7869. Or, you can order via our web site at:

www.CryoChoice.com. Click on the "Enroll Now" button at the top of our home page.

Alternatively, you may complete the attached "Semen Banking Enrollment Form" and sign the attached "Client Service Agreement". Fax or mail both to us using the contact information at the bottom of this page. A collection kit will be rushed to you.

We wish you all the best . . . The CryoChoice Team

2200 Century Pkwy, Suite 9 • Atlanta, GA. 30345

tel: 800-619-7869 • fax: 404-795-9126 • email: contact@cryochoice.com

1 Contact Information:

First Name: _____ M.I.: _____ Last Name: _____

Birth Date: _____ / _____ / _____ SS#: _____

1st Phone: (_____) _____ 2nd Phone: (_____) _____

Email: _____

Street: _____ City: _____ State: _____ Zip: _____

2 Doctor Information:

Doctor First Name: _____ Doctor Last Name: _____

Procedure Date: _____ / _____ / _____ Phone: (_____) _____

Street: _____

City: _____ State: _____ Zip: _____

3 Select Number of Kits and Payment Options:

Please Select Only One Box Below - Standard or Enhanced

Standard Testing

Enhanced Testing

- | Full Payment | or | Payment Plan* |
|--|----|--|
| <input type="checkbox"/> 1 Kit \$599 | | <input type="checkbox"/> 6 pmts. of \$99* |
| <input type="checkbox"/> 2 Kits \$899 | | <input type="checkbox"/> 6 pmts. of \$149* |
| <input type="checkbox"/> 3 Kits \$1099 | | <input type="checkbox"/> 6 pmts. of \$183* |

- | Full Payment | or | Payment Plan* |
|--|----|--|
| <input type="checkbox"/> 1 Kit \$699 | | <input type="checkbox"/> 6 pmts. of \$116* |
| <input type="checkbox"/> 2 Kits \$998 | | <input type="checkbox"/> 6 pmts. of \$166* |
| <input type="checkbox"/> 3 Kits \$1197 | | <input type="checkbox"/> 6 pmts. of \$199* |

*A \$2 credit card processing fee will be applied to each payment.

Want 4 Kits or more? Please call for pricing 800-619-7869.

Priority Overnight Shipping: \$39 (One flat rate for however many kits you order!)

Credit Card Type:
(please circle one)
Visa / MC / AMEX / Discover

Credit Card Number:

Credit Card Expiration:
month / day / year
 _____ / _____ / _____

4 Sign Authorization Below:

I authorize CryoChoice to charge my card number above according to the payment option I have made. I am committing to a minimum of 2 more annual storage payments of \$139 each. And a one-time initial shipping fee of \$39 for overnight shipping to the contact address provided above. I agree to place my card on file to pay for future, annual storage fees as they come due.

Signed: _____ Date: _____ / _____ / _____

CLIENT SERVICE AGREEMENT - FOR SEMEN COLLECTION AND STORAGE

This Agreement is entered into between the undersigned semen depositor (hereinafter the "Client" or "You" or "Your") and CryoChoice, LLC (hereinafter referred to as "CryoChoice" or "We" or "Our" or "Us"), and in consideration of the promises and covenants set out below, the parties agree as follows:

1. **Client's Duties and Responsibilities.** The Client is responsible for collecting and shipping his semen according to and in compliance with CryoChoice's instructions that are included in the collection kit which We will supply to You. Following collection, the Client will ship the semen using the shipping label and collection kit provided by CryoChoice and the delivery service designated by CryoChoice. The Client is responsible for making sure the Semen Banking Collection Worksheet is completely filled out and returned with the semen so that Your semen can be properly identified and stored by the laboratory. Failure to return a fully completed Collection Worksheet with Your semen could result in Your semen not being stored by the laboratory, or being stored in such a way that it cannot be located in the future when needed. The Client is responsible for following all enclosed directions and properly packing the semen for shipment to the laboratory. The Client expressly acknowledges that successfully collecting and transporting the semen is a crucial part of successfully cryopreserving Your semen, and the failure to follow the collection or transportation directions may result in the laboratory being unable to process or store Your semen at all or may result in diminished clinical results or outcomes.

2. **Testing and Storage of Semen.** Upon receipt at our laboratory, the semen will undergo various tests in accordance with applicable laws, regulations and industry standards. Blood tests, including but not limited to Hepatitis B, Hepatitis C, HIV, Human T-cell Lymphotropic Viruses (HTLV), cytomegalovirus and syphilis may be required in order to store Your Semen or to retrieve Your semen from storage. You understand that there are risks to having Your blood drawn including bruising, discomfort, redness or inflammation around the needle site. CryoChoice may not be able to store Your semen or release stored semen if any of the blood tests are positive. If the semen is eligible for processing and storage, Our laboratory will process and store the semen at cryogenic temperatures pursuant to normal and customary industry procedures applicable at the time. The Client understands that it is not known at this time how long semen can safely and effectively be stored using this process. The Client understands and acknowledges that under some circumstances, the laboratory may require You to complete health questionnaires and undergo new testing or re-testing of Your semen or Your blood for infectious diseases or other tests as may be required by Us. These new or additional requirements may become necessary after Your semen has been processed, frozen and stored. If new or additional testing is required, You acknowledge that Your semen or blood must undergo such tests within 90 days after written notice from CryoChoice. Failure to comply with such notice or failure to reimburse CryoChoice for any costs associated with these additional requirements will result in the termination of this Agreement. CryoChoice reserves the right, at Our discretion, with or without notice, to transfer Your semen to another licensed storage facility during the term of this Agreement at Our expense.

3. Termination of The Agreement.

3.1. **Termination By Client.** The Client may terminate this Agreement at any time by giving written notice to CryoChoice at least 90 days prior to the effective date of such termination. If Client decides to terminate this Agreement, Client will not be entitled to a refund of any amounts previously paid under this Agreement. If You terminate this agreement prior to its third year, You agree to pay any unpaid storage fees for year's two and three prior to termination. The written notice of Your intent to terminate this Agreement must also provide written instructions to CryoChoice regarding disposition of your semen. If You do not provide such written instructions regarding disposition of your semen within 30 days of receiving notice from CryoChoice, CryoChoice shall have the unfettered right to destroy the semen without further notice to You. If You elect to have Your Semen transferred to a different facility, You will be responsible for any and all transfer fees, costs or expenses relating to the transfer of the Semen, including but not limited to preparation of the semen for transfer and all shipping costs.

3.2. **Termination by CryoChoice.** CryoChoice shall have the right to terminate this Agreement at any time if the Client is in breach of any provision of this Agreement and said breach continues for a period of thirty (30) days after CryoChoice gives You written notice of said breach. Upon termination of this Agreement pursuant to this section, any remaining semen being stored by CryoChoice pursuant to this Agreement shall become the sole and exclusive property of CryoChoice, and CryoChoice shall have the unfettered right to destroy the semen without further notice to You, Your estate, heirs, successors, beneficiaries or anyone else who may claim an interest in Your Semen.

3.3. **Death of Client.** CryoChoice's right to terminate this Agreement for breach of any provision, including non-payment, continues even after Client's death. Client agrees to make whatever arrangements You deem necessary so that Your estate, heirs, successors, beneficiaries or anyone else who may have an interest in Your semen will take the appropriate action to notify CryoChoice of Your death and to request an assignment of this contract pursuant to Section 7.

4. **Retrieval of Sample.** You shall have the right to obtain Your semen at any time provided: (1) You give written notification to CryoChoice at least thirty (30) days in advance of the date needed; (2) the written notice includes the date of transfer and the name, address and telephone number of the person/entity who shall take possession of the semen; and (3) all fees and costs (including preparation, shipping and transfer costs) due to CryoChoice are paid in full prior to the transfer date. The Client shall be responsible for all transfer fees, costs and expenses associated with preparation, shipping and transfer of the Semen.

5. **Fees.** The Client has selected either full payment or a payment plan and agrees to a minimum of 3 year's storage as set forth on the attached Enrollment Form which is incorporated herein and made a part of this Agreement. CryoChoice reserves the right to change Your annual storage fee with or without prior notice to reflect any market changes or cost increases.

6. **Term of Agreement.** The Term of this Agreement shall commence upon the date written next to the CryoChoice Representative's signature below. This Agreement shall remain in force for 3 years, and it shall thereafter renew automatically for additional one year periods unless either party notifies the other in writing of their intent not to renew this Agreement after the third year. A non-renewal notice must be sent at least sixty (60) days prior to the expiration of this Agreement or any annual renewals.

7. **Assignment.** This Agreement is not assignable by the Client without notice to and written consent from CryoChoice. CryoChoice may delegate its responsibilities hereunder to one or more subcontractors who perform similar services as part of their regular business activities. CryoChoice may

assign this Agreement to any partnership, association, individual, corporation or other entity that provides similar services or intends, after such assignment, to provide such services.

8. **No Warranty or Guarantee; Limitation of Liability.** You acknowledge that neither CryoChoice nor the Laboratory nor any of their respective officers, directors, shareholders, employees, agents or consultants have made any representations, guarantees or warranties, express or implied, to You of any type or nature. Without limiting the generality of the foregoing, there have been no representations, warranties or guarantees with respect to (i) suitability of semen for future inseminations or pregnancies; (ii) any advantage(s) of using semen that has been cryopreserved over other clinical means of insemination; (iii) the merchantability or fitness for a particular purpose or use of any product or service hereunder. CryoChoice shall not be liable for any delay or failure to perform per the terms of this Agreement caused by Acts of God or other causes beyond the parties' control and without fault or negligence on behalf of CryoChoice. The Client agrees that any claim against CryoChoice or the Laboratory or the assignee of either, including but not limited to any claim for loss, injury, damage or destruction for whatever reason shall be limited to the total amount of fees paid by the Client to CryoChoice under this Agreement. The Client hereby releases CryoChoice and its officers, directors, shareholders, employees, agents, affiliates, successors and assigns from any and all other liability for any and all loss, harm, damage or claim of any kind arising out of or related in any way to CryoChoice's acts or omissions related to this Agreement to the extent that such loss or damage exceeds the amount that the Client has paid to CryoChoice. The Client understands that by making this release the Client is giving up any right that might exist either now or in the future to sue or otherwise seek money damages or other relief against CryoChoice for any reason relating to the Services, with the sole exception of seeking a return of any moneys paid under the Agreement. You understand and acknowledge that semen transported by overnight courier will likely yield lesser clinical results including but not limited to, lower motility and lower total sperm count than semen produced, processed and stored in the same location not requiring overnight transport.

9. **Arbitration.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its principles of conflicts of laws. Any controversy, claim or dispute arising out of or relating to this Agreement and/or the performance or breach thereof shall be submitted to binding arbitration with the American Arbitration Association in Atlanta, Georgia in accordance with the then prevailing rules for commercial arbitration. Arbitration shall be by a single arbitrator, reasonably acceptable to both parties, who shall be selected in accordance with AAA rules for selection of a single arbitrator. The decision of the arbitrator shall be final, binding and conclusive on the parties and may be entered and enforced to the fullest extent permitted by law in any court of competent jurisdiction. By signing this Agreement, Client voluntarily consents to the jurisdiction of the Courts of Georgia with respect to any dispute arising out of this Agreement and hereby expressly waives any jurisdictional defenses.

10. **Notices.** All notices that may be given in connection with this Agreement shall be in writing and must be made either by hand delivery with signed receipt, certified mail return receipt, or by commercial overnight delivery service with proof of signature required. All such notices shall be deemed to have been given on the date of receipt as evidenced by the signature of the recipient. Both parties agree to promptly notify the other within 30 days in the event of a change in the current address at any time during the term of this Agreement.

11. **Waiver.** Failure of any party to enforce a right, power or option under this Agreement, shall not constitute a waiver by such party of its rights at any to time to require exact and strict compliance with any or all of the provisions herein.

12. **Miscellaneous.** This Agreement contains the entire agreement between the parties, and there are no understandings, agreements, or representations other than as set forth herein. The Parties expressly agree that there are no other intended beneficiaries to this Agreement other than the parties themselves. No modification, amendment or waiver of any provision of this Agreement, nor any consent to any departure by any party from the terms hereof, shall be effective unless the same be in writing and signed by all parties hereto. This Agreement shall be considered severable, and may be executed in one or more counterparts

I have read and understand the above agreements, consents, limitations of liability and releases, and know that that the services described above are totally voluntary and elective on my part, and that I can refuse the services for any reason. I acknowledge that I understand all of the CryoChoice procedures and have been given adequate opportunities to ask questions of CryoChoice and to make an informed decision about using CryoChoice's services. I have discussed the services with my healthcare provider, and I have signed this Agreement freely and voluntarily. By signing this Agreement, I hereby acknowledge that I am giving up legal rights I might otherwise have had.

By client: _____
Sperm Depositor

_____ Date

By Cryo Choice: _____ Date

Please print name _____
and address _____

Cryo Choice Representative
2200 Century PKWY #9
Atlanta Ga. 30345