



Between: -
Next Biosciences (Proprietary) Limited
and
The Client

1. Interpretation

1.1 Definitions:

- 1.1.1. "the/this Agreement" means this Semen Storage Agreement and Informed Consent and such terms and conditions included on the Next Biosciences Client Registration Form which relate hereto;
- 1.1.2. "Alternative Contact Person" means the individual that the Client has elected for Next Biosciences to make contact with, should Next Biosciences not be able to get hold of the Client at any given time. This individual's details have been included by the Client on the signature page of this Agreement;
- 1.1.3. Ampath Andrology means Ampath laboratory specialising in semen analysis and cryopreservation situated at 117 Stanza Bopape, Hatfield, Pretoria.
- 1.1.4. "Cape" means the Cape Fertility Clinic a practice run by Drs Wiswedel, Heylen and Le Roux situated at 1 Wilderness Road, 209 Library Square, Claremont, Cape Town.
- 1.1.5. "the Client" means the man from whom the Semen sample is taken;
- 1.1.6. "Client Registration Form" means the Next Biosciences Semen Client Registration Form (SE-CLI-FRM-001) that is required to be completed by the Client in order to register with Next Biosciences for the Storage of Semen;
- 1.1.7. "Count Test" means the number of Sperm that appear in the Semen sample;
- 1.1.8. "Cryopreservation" means the cooling of the Semen to a temperature of -196 degrees Celsius and maintaining it at this temperature;
- 1.1.9. "Days" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.1.10. "Fertility Clinic" means either Cape, Medfem or Natal, depending on which one is closest in vicinity, to receive the Semen.
- 1.1.11. "H.IV" means the Human Immunodeficiency Virus 1 and 2 – AIDS-causing virus;
- 1.1.12. "Hepatitis B and C" means the Hepatitis B and Hepatitis C viruses that affect the liver causing hepatitis, jaundice and liver dysfunction;
- 1.1.13. "Medfem" means Medfem Fertility Clinic a practice run by Drs A. Rodrigues, J van Schouwenberg and Dr J van Rensburg situated at Peter Place cnr Nursery Road, Sandton, Johannesburg.
- 1.1.14. "Motility Test" means the percentage of motile Sperm and the forward progression thereof;
- 1.1.15. "Natal" means Natal Fertility Clinic a practice run by Drs Johnathan Hansen, Jacobus Coetzee and Christiaan Hoogendijk situated at Ingenuity house, 2nd floor, 325 Umhlanga rocks drive, Umhlanga, Durban.
- 1.1.16. "Next Biosciences" means Next Biosciences (Proprietary) Limited (Registration No. 2004/26428/07), and its respective shareholders, directors, officers, employees and agents including marketing agents and other representatives. Next Biosciences is a company duly registered and incorporated according to the company laws of the Republic of South Africa;
- 1.1.17. "Processing/Process" means all the operations involved in the preparation, testing and cryopreservation of the Semen sample;
- 1.1.18. "Processing Laboratory" means the fertility clinic laboratory where the Semen is processed, tested, and cryopreserved;
- 1.1.19. "Registration Fee" means the fee that is payable by the Client upon registration and as set out in the Semen Client Registration Form;
- 1.1.20. "Semen" means a fluid discharged at ejaculation from a man, consisting of secretions from glands associated with the urogenital tract and containing Sperm;
- 1.1.21. "Semen Cryopreservation Collection Procedure" means the step-by-step guide on collecting semen optimally for successful cryopreservation.
- 1.1.22. "Sperm" means a male gamete or reproductive cell;
- 1.1.23. "Storage/Storing/Store/Stored" means maintaining the Semen under appropriately controlled conditions and cryopreserved at -196° Celsius;
- 1.1.24. "Storage Fee" means the amount that is payable by the Client for the Storage Period alternatively, the Storage Renewal Period as set out in the Client Registration Form;
- 1.1.25. "Storage Laboratory" means the Next Biosciences laboratory where the Semen is Stored.
- 1.1.26. "Storage Period" means 1 (one) year from the date of storage of the first ejaculate, the amount for which is paid annually in advance, as indicated on the Client Registration Form;
- 1.1.27. "Storage Renewal Period" means the Storage Period following the first year of Storage, where Next Biosciences continues to Store the Semen on a monthly basis.
- 1.1.28. "Signature Date" means the date of signature of this Agreement by the last party to sign.
- 1.2 Any reference to an enactment, regulation, rule or by-law is that enactment, regulation, rule or by-law as at the Signature Date hereof, and as may be amended from time to time.
- 1.3 All amounts payable in terms of this Agreement are inclusive of VAT unless otherwise indicated.
- 1.4 This Agreement shall be governed by the laws of the Republic of South Africa.

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2. Preamble

- 2.1 The Client has requested and consented to the processing, testing and Storage of his Semen.
- 2.2 The Client intends to Store the Semen acquired from him, for the sole and exclusive use for his own fertility purposes.
- 2.3 The Client authorizes the Fertility Clinic to process, test and freeze his Semen, and Next Biosciences to store such Semen in terms of this Agreement.

It is now agreed:

3. Ownership

- 3.1 Subject to the order of any court or competent jurisdiction, and to the terms and conditions of this Agreement, all right, title and interest in and to the Semen sample shall vest exclusively with the Client.
- 3.2 Should the Client die, then in that event the Semen sample shall be destroyed upon presentation to Next Biosciences of the Client's death certificate.

4. Registration and Pre-Tests

- 4.1 The Client is required to register with Next Biosciences by completing the Semen Client Registration Form, paying the required amount as detailed therein, and signing the Semen Cryopreservation Storage Agreement & Informed Consent.
- 4.2 The Client requires the following pre-tests:
 - 4.2.1 Blood tests for HIV, Hepatitis B and Hepatitis C – for which a sample of blood will be required to be taken by qualified staff at the Fertility Clinic. The cost of these tests is included in the overall cost.
 - 4.2.2 A Semen sterility test may be required to exclude any bacterial or fungal infections, as will be determined at each individual collection facility used to perform the processing. The testing will be done by an external laboratory and the costs of this test is not included in the overall amount quoted and will be for the Client's own account.

These tests will be carried out by appointment only with the Fertility Clinic.

- 4.3 The Client will contact the Fertility Clinic four working days after his blood tests are taken to enquire about the results:
 - 4.3.1 In the event that the blood test results are found to be positive for HIV, Hepatitis B or C, then the Client's Semen will not be stored in terms hereof.
 - 4.3.2 In the event that the Client has an infection in his Semen, he will be required to commence a course of antibiotics. After the course has been completed, the Client will be required to take another Semen infection test to show that the infection has been cleared.
 - 4.3.3 Once all the blood tests are negative and if there is no infection present, the Storage process in terms hereof, can continue.
- 4.4 An appointment will be booked and confirmed by the Client with the Fertility Clinic.

5. Collection

- 5.1 Collection of the Semen sample will be done in accordance with the Semen Cryopreservation Collection Procedure.
- 5.2 The collection has to be done at the Fertility Clinic by appointment only, Monday to Friday.
- 5.3 Once the Semen sample has been collected, a Motility Test and Count Test will be done to ensure there are enough, motile Semen to Store.
- 5.4 It is in the Client's best interest to Store at least 2 to 3 ejaculates, to ensure that he has enough Stored Semen samples for future fertility use. This will depend on the results of the first Stored Semen sample, number of straws frozen and the Client's circumstances.
- 5.5 The Fertility Clinic shall contact the Client the day after the first Semen sample is cryopreserved with the Client's results and will arrange further collection dates with him if required.

6. Transport

- 6.1 Once all the semen samples have been cryogenically frozen, they will be transported from the Fertility Clinic to the Next Biosciences laboratory in Midrand, Johannesburg where they will be put into long term cryogenic storage.
- 6.2 Next Biosciences and/or the Fertility Clinic shall take all the necessary steps in ensuring the safe transport of the Semen, however they shall not be responsible for any loss or compromise to the integrity of the Semen during such transportation, which is beyond their control.



7. Cryogenic Storage Procedure

- 7.1 The Semen sample will be Stored by Next Biosciences for the Storage Period and thereafter, will be Stored in terms of the Storage Renewal Period.
- 7.2 The Semen is Stored cryogenically at -196°C, until it is needed for a fertility treatment, or until this Agreement is terminated in terms hereof.
- 7.3 The Client understands that depending on the motility of the Sperm in the Semen sample after cryogenic Storage and depending on the amount of Semen cryogenically Stored in terms hereof, it may not be necessary to thaw all of the Semen at once, for the proposed fertility procedure. In the event that there may still be Semen in Storage after the fertility procedure, Next Biosciences will notify the Client of the amount of Semen vials still cryogenically Stored, which will continue to be Stored in terms of this Agreement.
- 7.4 The Client understands that the viability of his Semen after cryogenic Storage cannot be guaranteed.
- 7.5 The Client understands that there is no increased risk of abnormalities with the use of cryogenically stored semen. However, the normal incidence of abnormalities occurring in the general population still exists.

8. Retrieval of Sperm

- 8.1 The Client shall provide Next Biosciences with 7 (seven) day's written notification that he requires retrieval of his cryogenically Stored Semen.
- 8.2 Next Biosciences will only release the Semen to the Client's designated fertility clinic.
- 8.3 Next Biosciences will ensure the transportation of the Semen sample in its frozen state to the designated fertility clinic.

9. Terms and Conditions of Payment

- 9.1 The total cost of this service is set out in the Client Registration Form, which is to be paid by the Client as follows:-
- 9.1.1 The non-refundable Registration Fee, as well as the Processing and Storage Fee shall be paid by the Client to Next Biosciences upon registration for Semen Storage in terms hereof.
- 9.1.2 The Client acknowledges that his failure to effect payment of any fee or cost timeously may result in the cancellation of this Agreement by Next Biosciences, after written notice to the Client to that effect.

- 9.1.3 If all of the Client's cryogenically Stored Semen is withdrawn or destroyed before the annual Storage Fee period is completed, Next Biosciences shall refund the Client the proportionate amount of the Storage Fee.

10. Termination

- 10.1 This Agreement will terminate once all the Client's Semen has been retrieved from Storage in terms hereof and once all outstanding amounts due in terms hereof have been settled by the Client.
- 10.2 In the event of Next Biosciences not having received payment of the Storage Fee within 6 (six) months into the Storage Renewal Period and should Next Biosciences have contacted the Client 3 (three) times in writing to the last contact details provided by the Client, including notification to the Alternative Contact Details, then Next Biosciences shall have the right to destroy the Client's Semen sample.
- 10.3 Notwithstanding the foregoing, the Client may terminate this Agreement upon 30 (thirty) days written notice to Next Biosciences, after which the Client shall be required to sign the necessary disclaimers pertaining thereto.

11. Limitation of Liability

- 11.1 Next Biosciences and the Fertility Clinic shall not be held responsible or liable for any loss or damage whatsoever to the Semen, which is caused by any event beyond its control and which is considered to be a force majeure (Act of God) event.
- 11.2 Next Biosciences and the Fertility Clinic are not responsible for the actions of others, ie third parties that are involved in any aspect of the service.
- 11.3 Notwithstanding anything to the contrary contained herein, Next Biosciences' maximum amount of any and all liability in terms of this Agreement shall be the total amount paid by the Client to Next Biosciences in terms hereof.

12. Maintenance and Protection of Client Information

- 12.1 The Client agrees and undertakes to immediately notify Next Biosciences of any changes to his personal contact details.
- 12.2 The Client understands that Next Biosciences and the Fertility Clinic uses all reasonable endeavours to keep confidential all information relating to him and that this information will only be released to the Client and his medical practitioner for their internal confidential records or otherwise as may be required by law.

Initial

Semen Cryopreservation Storage Agreement and Informed Consent



SE-CLI-CON-001
2016.05.05

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By signing this Agreement, the Client consents to Next Biosciences holding his personal data for the purposes of performing its obligations under this Agreement

I do hereby agree and consent to the testing and cryogenic Storage of my Semen by Next Biosciences' Storage Laboratory, in accordance with this Agreement and Informed Consent:

Signed

**Next Biosciences Medical Director:
Dr Yvonne Holt**

.....
Client Name

.....
Signature

.....


Signature

Alternative Contact Person

Date

Name:

ID Number

Relationship:

Identity Number:

For official use - Client Number

Cellphone Number:

Private Email Address:

Postal Address:

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