



## PURCHASER SEMEN AND STORAGE AGREEMENT

This Purchaser Semen and Storage Agreement (“Agreement”) is entered into between Seattle Sperm Bank (SSB), and the undersigned patient of products and services provided by SSB and, if applicable, her partner or spouse (collectively “Purchaser”).

1. **Donor Semen.** SSB sells donated semen (“Donor Semen”) that is tested and screened for certain genetic and infectious diseases. To assist Purchaser in the selection of Donor Semen, SSB provides a variety of information and materials about the donor and the testing process. Purchaser agrees that all such information is for Purchaser’s private use and not for public dissemination and that Purchaser is solely responsible for the selection of Donor Semen.

In the cases where donors have had Universal Carrier Screening performed, the test results will be available at no charge so that a potential purchaser can review should any positive result exist. Extended genetic screening is only performed at the discretion of SSB. Any donors that carry mutations screened for in the Universal Carrier Screening will require the purchaser to fill out an informed consent for use of said donor. SSB will make available more information upon request regarding any positive carrier status.

2. **Purchase of Donor Semen.** Orders for Donor Semen may be made only through SSB’s website, by telephoning SSB’s laboratory, or through any of SSB’s consignment tank programs with our partners. Payment must be made in full at the time an order is placed. All purchases are final and there are no refunds or exchanges except as otherwise set forth in this Agreement. Upon purchasing Donor Semen, Purchaser must either arrange for storage by SSB (see Section 3) or arrange for shipping to an alternate location (see Section 4). Purchaser is solely responsible for all costs related to SSB Donor Semen, including shipping charges and all charges related to or arising out of any treatment with Donor Semen.

3. **Storage of Donor Semen.** SSB provides storage services at our laboratory for Donor Semen purchased from SSB. Available storage periods range from 1 month to 10 years. Payment for storage must be made in full in advance of the commencement of the storage period. Prior to expiration of the storage period, Purchaser must elect to contract for a new storage period, request in writing that Purchaser’s Donor Semen be destroyed at the conclusion of the storage period, or request shipment of Purchaser’s Donor Semen to another location (shipping and handling costs will apply). Purchaser may also request that Donor Semen purchased from SSB and stored by SSB be bought back by SSB. Repurchases may or may not be accepted, at the sole discretion of SSB, and subject to applicable fees imposed by SSB. If Purchaser fails to pay storage fees for a period of 6 months, all such Donor Semen will become the sole property of SSB, to re-sell, destroy or retain for future use.

4. **Release of Donor Semen.** Except as set forth in Section 5, SSB will release Donor Semen to Purchaser, Purchaser’s health care provider, or any person designated by Purchaser in writing to receive Purchaser’s Donor Semen; *provided that*, written permission from Purchaser’s health care provider is required before SSB can release Donor Semen directly to Purchaser, to another person designated by Purchaser, or to a non-clinical address. At the request of Purchaser, SSB will ship Donor Semen via a commercial shipping service. In the event shipment is requested, Donor Semen shall be deemed delivered to Purchaser upon acceptance by the shipper for shipping and Purchaser shall accept all risk of loss to Donor Semen during shipping. SSB will not be responsible for any damage or loss to Donor Semen or any delay that may occur after Donor Semen leaves SSB’s facility. Purchaser shall pay all shipping and handling charges.



5. **Changes Restricting or Preventing Donor Semen Release.** Changes to donor screening requirements or the discovery of new medical or genetic information about a donor may restrict or prohibit the release of Donor Semen. In the event SSB is unable to release Donor Semen to Purchaser for these reasons, SSB will provide Purchaser with a full refund for Donor Semen that cannot be released. In the event of a refund, Purchaser may elect to purchase additional Donor Semen at then current per vial rates.

6. **Quality of Donor Semen.** Purchaser understands that, in most circumstances, approximately 20 million motile sperm/mL will result from every post-thaw IUI sample (0.5 mL) of Donor Semen and 15 million motile sperm/mL from every post-thaw ICI sample of Donor Semen. However, there can be cases where fewer motile spermatozoa are present. If Purchaser's health care provider confirms in writing that a significantly lower number has occurred and, as a result Purchaser's treatment has been cancelled, and if the deviation is not related to damage during transport or improper handling of the Donor Semen after release by SSB, SSB will provide, at no additional charge to Purchaser, replacement samples from the same donor, if available, or from a similar donor if the original donor is no longer available.

7. **Treatment with Donor Semen.** Purchaser will direct any questions regarding treatment with Donor Semen and limitations and risks associated with using Donor Semen to their treating physician or other health care provider, and acknowledges that SSB has no responsibility to provide such information. SSB is not responsible in any manner, and makes no representation or warranty related to the treatment process or risks or limitations.

8. **Reporting Pregnancies.** Purchaser agrees to report all pregnancies and pregnancy outcomes (miscarriages, births) arising out of the use of Donor Semen purchased from SSB. Pregnancy and all pregnancy outcomes shall be reported by the Purchaser or the Purchaser's health care provider. **Pregnancies shall be reported no later than sixty (60) days following completion of the first trimester.**

9. **Protection of Donor Identity.** Purchaser agrees that Purchaser has no right to learn the identity of a donor and will not, directly or indirectly through a third party, make any attempt to contact a donor. Further, SSB will not disclose identifying donor information or assist Purchaser in any way to contact a donor. In the event SSB discovers that Purchaser is attempting to identify a donor by other means, SSB will take all appropriate action to protect the anonymity of the donor. Notwithstanding the foregoing, all donors at SSB may sign an open donor contract. When a child born from an open donor turns 18, the child may apply to SSB to obtain contact with the donor. SSB does not provide this information to anyone other than a child and only after the child has turned 18. While donors sign open donor contracts, SSB cannot guarantee that all efforts to arrange contact with a donor will be successful.

10. **Protection of Purchaser Identity.** The Health Information and Portability Protection Act of 1996 (the Privacy Rule) grants Federal protection from the unnecessary disclosure of your personal health information. The Privacy Rule requires healthcare entities to maintain the confidentiality and protection of your personal medical information. However, it may be necessary for SSB to communicate your identification and treatment information among your healthcare providers. I/We understand that by releasing personal identification information to an organization that may not be a health care organization or a health care provider this information may be re-disclosed by them and may no longer be protected by federal privacy laws.

In order to remain in compliance with the Privacy Rule, your expressed, written consent is required prior to your disclosure of your protected health information. This Agreement grants permission to Seattle Sperm Bank to disclose your personal identification information among your healthcare provider(s).

You may revoke this Agreement in writing at any time, except to the extent that action has already been taken. However, revocation of the Agreement may make you ineligible to make future purchases with SSB, and nullify your child's ability for future Open Donor Contact.



By signing this Agreement, you hereby release, discharge and agree to hold harmless all parties to whom it is given from any liability that may arise from the release of your personal health information as authorized above.

11. **No Warranties.** Patient and Patient Partner will initial each item, indicating an understanding of SSB's disclaimer of warranties:

\_\_\_\_\_  
Purchaser(s)  
Initials

ALL SSB PRODUCTS AND SERVICES INCLUDING, WITHOUT LIMITATION, DONOR SEMEN AND THE COLLECTION, TESTING, FREEZING, STORAGE, AND SHIPPING OF DONOR SEMEN, ARE PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Purchaser(s)  
Initials

Although a laboratory has performed certain genetic screening tests as required by federal law, it is not possible to screen for all genetic diseases or defects and laboratory tests are not always accurate. As such, SSB does not represent or warrant that Donor Semen is free of all genetic defects or diseases.

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Purchaser(s)  
Initials

Although a laboratory has performed certain infectious disease screening tests as required by federal law, it is not possible to screen for all infectious diseases and laboratory tests are not always accurate. As such, SSB does not represent or warrant that Donor Semen is free of all infectious disease or that disease, illness or other maladies, including sexually transmitted diseases, will not result from treatment with Donor Semen.

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Purchaser(s)  
Initials

SSB does not warrant that a pregnancy will result from the use of Donor Semen and does not make any representations or warranties regarding the likelihood that a pregnancy will occur.

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Purchaser(s)  
Initials

SSB does not represent or warrant that a pregnancy arising out of the use of Donor Semen will result in the birth of a healthy, viable child and does not represent or warrant that a child born using Donor Semen will be free of all physical and mental disease or defects.

\_\_\_\_\_  
Purchaser(s)  
Initials

Donor information is obtained directly from donors. As such, SSB does not warrant or make any representations in terms of its correctness, accuracy, reliability, timeliness, suitability or otherwise.

12. **Indemnification.** You agree to indemnify and hold harmless SSB and its affiliates, and each of their directors, officers, employees, agents, representative, independent contractors, customers, successors and assign from and against any claim, loss, damages, liabilities, demands, offsets, causes of action and expenses, including attorneys' and experts' fees, arising out of or related to any third party action, proceeding or dispute involving SSB products (including Donor Semen) or services. For the avoidance of doubt, any authorized patient of your Donor Semen and any person who uses Donor Semen that you purchase from SSB shall be considered a third party for purposes of this paragraph.



13. **Arbitration.** Except as necessary to obtain immediate injunctive relief, any dispute relating in any way to products or services obtained from SSB shall be submitted to confidential arbitration in Seattle, Washington. Arbitration under this Agreement shall be conducted pursuant to rules established by the American Arbitration Association, by an arbitrator agreed to by the parties. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The prevailing party in the arbitration shall be entitled to recover all costs for the arbitration, including, without limitation, attorneys' and experts' fees.

14. **Additional Provisions**

a. Purchaser represents that she/he is over the age of eighteen (18) and that Purchaser is purchasing SSB's products and services for personal use and not for resale or other commercial purposes.

b. The undersigned patient of the Donor Semen understands that she will be the legal parent of any child born using Donor Semen and will be responsible for their support and custody. Purchaser (including patient's spouse or partner, if applicable) understands that neither SSB nor the donor shall have any legal, moral or ethical obligation of support or custody for children born using Donor Semen.

c. This Agreement constitutes the entire agreement among SSB and Purchaser 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 Washington and the parties consent to the exclusive jurisdiction and venue in the courts sitting in King County, Washington.

d. This Agreement must be executed by the patient and, if applicable, the patient's partner or spouse and accepted by SSB before SSB will release any Donor Semen from its facility. SSB reserves the right, in its sole discretion and for any reason, to reject the Agreement prior to release of Donor Semen. In the event SSB rejects the Agreement, it will notify Purchasers of the rejection. Purchasers acknowledge that SSB will retain any fees (excluding prepaid donor semen and prepaid shipping fees) they may have paid to SSB prior to any such rejection and Purchaser shall refrain from any claims against SSB arising out of or in connection with a rejection.



PURCHASER(S):

_____	_____
Patient: (Please Print Clearly)	Partner or Spouse (if applicable): (Please Print Clearly)
_____	_____
Patient Signature	Partner or Spouse Signature (if applicable)
_____	_____
Date: _____	Date: _____
_____	_____
Patient's Date of Birth: _____	

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

For your confidentiality, the best way for us to contact you is by:       Telephone     Email  
 Other \_\_\_\_\_

Will you be using the samples:       With a Physician     At Home Insemination

**Please note that if you plan on having the samples delivered to your clinic, this form is all that is required. However, if you plan to have the samples delivered to any location in New York State, your home, or are planning to pick up the samples in-person, then you must also have your physician complete our Clinic Release form and return that form to us before samples can be received.**

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FOR OFFICE USE ONLY

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Print Name: \_\_\_\_\_

Date: \_\_\_\_\_