Seattle Sperm Bank

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 Genetic 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 Genetic 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. **Initiating a chargeback for any services previously rendered and/or fulfilled by Seattle Sperm Bank regarding purchase of Donor Semen may result in forfeiture of purchased materials and services, including the potential of account closure and forfeiture of donor-offspring contact eligibility.**

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 the expiration of the storage period, Purchaser must elect to contract for a new 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 30 days, all such Donor Semen will become the sole property of SSB, to re-sell, destroy or retain for future use. SSB will attempt 4 email and 4 phone call attempts before the reclaiming of Donor Semen during this 30-day period. All requests for storage extensions must be in writing or with proof of purchase showing storage extension.

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 (not to include use by any persons who are not Purchaser or Partners); *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.

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5. **Changes Restricting or Preventing 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. SSB will not be held responsible for any reimbursement of any missed procedures, medical travel, medications, or any other costs related to the treatment with Donor Semen.

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/Births**. 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; Births shall be reported no later than Offspring's first birthday.** Purchaser understands that if a birth is not reported to SSB, no release of donor identity information and/or contact between donor and donor offspring may occur (at, or after, the age of 18 of donor offspring).

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, up to and including the repossession of any remaining vials in clients account, banning client from future purchases through SSB, and/or voiding opportunity for offspring contact at the age of 18. 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 contacts, 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. Purchasers 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).

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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/or nullify your child's ability for future Open Donor Contact.

11. **Purchasing a Family Slot**. For any SSB donor that is indicated as a "Family Slot Donor", Purchaser understands that it is required to purchase a Family Slot for said donor for the use of that particular donor. The Family Slot purchased includes one year of complimentary storage. Family slots do not expire providing the Purchaser access to available vials throughout Purchaser's treatment.

If Purchaser chooses to relinquish their family slot without a reported birth for any reason, SSB will refund that family slot fee. If Purchaser relinquishes the family slot, the Purchaser is confirming that they are discontinuing any treatments with that donor, and does not have any vials, embryos, pregnancies or unreported births with that particular donor.

If Purchaser procures a Family Slot…

- A vial of any type must be purchased as well, if there is at least one standard IUI vial available.
- If there is not at least one standard IUI vial available, the purchaser can choose to purchase any other vial type or be placed on the wait list for a standard IUI vial(s).
- If Purchaser chooses to be placed on the wait list, offered vial(s) must be purchased within 7 days of notification. If Purchaser does not purchase vials offered from wait list within 7 days, Purchaser de facto relinquishes Family Slot and is refunded the Family Slot fee in full.
- If Purchaser relinquishes Family Slot, they are eligible to purchase a Family Slot from a different donor. Any exception to this policy will be handled on a case-by-case basis.

SSB reserves the right to audit the Family Slot allocations in cases where a Family Slot has been purchased but no birth has been reported. For more information on the Family Slot process please reference www.seattlespermbank.com/familyslotfaq .

12. **Donor Vial Shipment Authorization Policy**

To ensure regulatory compliance and maintain the integrity of account ownership, the following policy applies to all donor vial shipments:

- **Authorized Account Holders Only**
  All donor vial shipments must be scheduled by, and on behalf of, the verified account holder(s) who originally purchased and/or currently storing the vials. Shipments may not be scheduled or directed for use by individuals not listed on the account.
- **Recipient Name Does Not Constitute Authorization**
  Entering an alternate recipient's name in the shipping form or scheduling system does **not** confer ownership or usage rights to that individual. Shipment scheduling on behalf of any third party not formally associated with the account is strictly prohibited, regardless of whether the system accepts the entry.
- **Required Documentation**
  We must have a valid, signed **Purchaser Semen and Storage Agreement** on file for the individual(s) the vials are intended for. If the vials are being shipped for use by someone other than the named account holder(s), the shipment will not be authorized.

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- **Shipments for Surrogacy**
  Shipments for use by a gestational surrogate are permitted, provided that the surrogate is acting on behalf of the verified account holder(s), and the intended parent(s) must remain the authorized party on the account.

- **No Unauthorized Transfers**
  SSB does not facilitate transfers of ownership for vials still stored at our facility. As such, any attempt to circumvent this policy - such as scheduling a shipment to a third party under the guise of acting "on their behalf"- will be considered a violation. In addition, SSB does not allow any individual who is not a verified, original account holder to share accounts for any purpose to include shipments, gifting of vials, or transfer of ownership.

- **Donor Specimen / Embryo Transfers**
  Specimen and/or embryos stored at Purchaser's clinic can potentially be transferred to another client. This process requires the completion of the Donor Specimen / Embryo Transfer Application. If – and only if – the transfer is approved, specimen(s) may be transferred and shipping to the new receiving clinic.

- **Consequences of Policy Violation**
  Violation of this policy may result in cancellation of the shipment, suspension of account access, and/or **forfeiture of vials** without refund.

This policy applies without exception and is designed to uphold the legal and ethical use of donor specimens.

13. **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.

_____ _____
Purchaser(s) Initials

SSB agrees to pack and ship all Purchaser specimens on time, to be delivered by partnered third-party couriers. Purchasers understand all shipments are subject to the route and handling of these couriers, and SSB cannot guarantee or be held responsible for delivery commitments. Shipping delays resulting from factors beyond the control of our couriers will not qualify for reimbursement. SSB strongly recommends ordering vials to arrive at least 2-3 business days prior to scheduled insemination or procedure to minimize the risk of courier delays causing the Purchaser to miss a scheduled insemination or procedure. SSB will not be held responsible for any monetary loss associated with missing a procedure, including the cost of fertility medications

_____ _____
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.

_____ _____ 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.

_____ _____ 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.

_____ _____ Purchaser(s) Initials

SSB's policy on upgrading donor's carrier screening panels: Our clients complete their own genetic testing and make vial selections in accordance with a donor's known carrier screening results at the time of their purchase. Therefore, Seattle Sperm Bank does not continue to retest donors when larger carrier screening panels become available. I understand that any requests to retest a donor for a broad carrier screening panel will be declined.

_____ _____ Purchaser(s) Initials

Additional genetic testing results and/or medical updates: Occasionally, donors will undergo additional genetic testing. Such testing is specific and exceeds the standard genetic workup completed on our donors. Any pertinent results from the additional testing will be provided to clients who have purchased the donor's vials. Additionally, as Seattle Sperm Bank receives ongoing personal and family history updates from donors and clients, relevant information for the donor's offspring will also be shared in the form of a medical update letter. I understand that I may be contacted prior to, during, or after pregnancy with medical/genetic updates on my donor. I understand that these updates may impact the health of my pregnancy/child(ren).

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14. **Purchases from SSB Partners.** Seattle Sperm Bank has partnered with select outside companies for supplemental purchases. All liability and guarantees - if any - would be provided by and through those separate organizations directly.

15. **Indemnification.** You agree to indemnify and hold harmless SSB and its affiliates, and each of their directors, officers, employees, agents, representatives, independent contractors, customers, and/or 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.

16. **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 upon 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.

17. **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.

e. 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.

f. SSB reserves the right to refuse services to any customer, at the sole discretion of SSB.

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PURCHASER(S):

Patient: (Please Print Clearly)

Patient Signature

Date:

Patient's Date of Birth:

Partner or Spouse (if applicable): (Please Print Clearly)

Partner or Spouse Signature (if applicable)

Date:

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: 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 have your physician complete our Clinic Release or Non-Clinic Release form. This signed form must be returned to us before samples can be received. More information about these forms can be found on our website here: https://www.seattlespermbank.com/forms/ .

FOR OFFICE USE ONLY

Print Name:

Date:

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