

Semen Purchase and Storage Agreement

Introduction

This Semen Purchase and Storage Agreement (“Agreement”) is entered into by and between Cascade Cryobank (“CC”) and the undersigned recipient of CC’s products and services, and, if applicable, their partner or spouse (collectively, “Purchaser”) (each, a “Party,” and collectively, the “Parties”).

1. Donor Semen

1.1 Collection and Testing

CC collects semen samples and engages qualified third-party laboratories to perform testing for certain, but not all, genetic and infectious diseases. Samples meeting CC’s internal quality control standards are made available for purchase (“Donor Semen”).

1.2 Information Disclosure

CC may provide non-identifying information regarding donors and testing procedures to assist Purchaser in selection. Purchaser acknowledges that such information is provided solely for personal use and may not be disclosed, published, or distributed to any third party.

1.3 Responsibility

Purchaser acknowledges full responsibility for the selection of Donor Semen and for obtaining any additional information, testing, or medical advice necessary to determine suitability for their intended use.

2. Purchase of Donor Semen

2.1 Ordering

Orders for Donor Semen may be placed via CC’s website, by telephone, or by email. Full payment is required at the time of order.

2.2 Final Sale

All purchases are final. No refunds, exchanges, or credits will be issued except as expressly provided in this Agreement.

2.3 Delivery or Storage

Upon purchase, Purchaser shall either (a) contract with CC for storage in accordance with Section 3, or (b) arrange for shipping to another location in accordance with Section 4.

2.4 Costs and Liability

Purchaser assumes all costs and risks associated with Donor Semen after purchase, including shipping, storage, and any medical or procedural expenses related to its use.

3. Storage of Donor Semen

3.1 Storage Period

Upon request, CC shall store Donor Semen purchased from CC for a period selected by Purchaser, ranging from one (1) month to ten (10) years.

3.2 Payment

Storage fees must be paid in full in advance.

3.3 Renewal or Disposition

No later than one (1) week prior to expiration of a storage term, Purchaser shall: (a) renew the storage term; (b) authorize destruction of the Donor Semen; or (c) request shipment to another facility and pay all related charges.

3.4 Repurchase Option

Purchaser may request that CC repurchase Donor Semen originally purchased from and continuously stored by CC. CC may accept or reject such requests at its sole discretion and may impose a repurchase fee.

3.5 Failure to Pay

If Purchaser fails to pay storage fees for a period exceeding three (3) months, the Donor Semen shall become the sole property of CC, which may resell, destroy, or otherwise dispose of it.

3.6 Limitation of Liability

CC's total liability for loss, damage, or destruction of Donor Semen while in storage shall not exceed the purchase price of the Donor Semen and associated storage fees.

4. Transfer of Donor Semen

4.1 Authorization

CC shall release Donor Semen to Purchaser, Purchaser's healthcare provider, or another designee upon written authorization from Purchaser.

4.2 Shipping

Upon Purchaser's request, CC shall ship Donor Semen using a commercial carrier at Purchaser's sole expense. Risk of loss transfers to Purchaser upon acceptance by the carrier.

4.3 No Liability After Shipment

CC shall not be liable for any delay, loss, or damage occurring after Donor Semen has left CC's facility.

5. Restrictions on Release

If changes in donor screening requirements or newly discovered medical or genetic information prevent release of Donor Semen previously available for purchase, CC shall issue a full refund. Purchaser may elect to purchase alternative Donor Semen at then-current rates.

6. Quality of Donor Semen

6.1 Expected Post-Thaw Concentration. Intrauterine insemination (IUI) samples: ≥ 10 million motile sperm/mL (0.5 mL vial). Intracervical insemination (ICI) samples: ≥ 10 million motile sperm/mL (0.5 mL vial). Assisted reproductive technology (ART) and IVF/ICSI samples: may contain >2 million motile sperm.

6.2 Variability. Sperm counts may vary up to thirty percent (30%) due to laboratory methods and personnel.

6.3 Replacement Policy. If Purchaser's healthcare provider certifies that a sample contained significantly fewer motile sperm, causing cancellation of treatment, and the issue did not result from mishandling after

release, CC shall provide a replacement sample from the same donor, or a comparable donor if unavailable, at no cost.

7. Newly Discovered Information

Donors are contractually obligated to disclose newly discovered genetic or medical conditions. CC shall make reasonable efforts to communicate such updates to Purchasers but cannot guarantee receipt or completeness. Purchaser is responsible for contacting CC for updates prior to use.

8. No Medical Advice

CC does not provide medical advice. Purchaser assumes all risks related to the use of Donor Semen.

If Donor Semen includes genetic carrier screening, CC will furnish those results upon request so Purchaser may seek independent medical consultation.

CC makes no representations or warranties regarding the success, outcome, or safety of using Donor Semen. All medical decisions shall be made solely under the supervision of Purchaser's healthcare provider.

9. Reporting of Pregnancies and Outcomes

Purchaser agrees to report all pregnancies and outcomes resulting from the use of Donor Semen as follows: Pregnancies: within sixty (60) days of completion of the first trimester. Births: within sixty (60) days of delivery. Miscarriages: within sixty (60) days of occurrence.

10. Protection of Donor Identity

Purchaser acknowledges and agrees that the identity of donors shall remain strictly anonymous. Purchaser shall not attempt to identify or contact any donor or their relatives, whether directly, indirectly, or through genetic databases, DNA testing services, or online resources.

CC shall not disclose any identifying donor information except as may be required by applicable law.

11. Disclaimers and No Warranties

All CC products and services, including Donor Semen, are provided "AS IS" without any express or implied warranty, including but not limited to merchantability or fitness for a particular purpose.

CC shall not be liable for delays, damage, or missed procedures resulting from shipping delays or carrier mishandling.

CC makes no warranty that Donor Semen is free from genetic or infectious diseases or defects, or that use will result in pregnancy or a healthy child. Donor information is provided by donors and may contain inaccuracies or omissions.

12. Indemnification

Purchaser shall indemnify, defend, and hold harmless CC and its directors, officers, employees, agents, affiliates, successors, and assigns from any claims, damages, or liabilities arising from Purchaser's use of CC's products or services, except to the extent caused by CC's gross negligence or willful misconduct.

13. Arbitration and Waiver of Jury Trial

Any dispute or claim arising from or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and enforceable in any court of competent jurisdiction. The prevailing party shall be entitled to reasonable attorney's fees and costs. Purchaser expressly waives any right to a trial by jury.

14. Additional Provisions

Purchaser affirms they are at least eighteen (18) years old and are purchasing Donor Semen for personal use only. Purchaser acknowledges they will be the legal parent of any child conceived using Donor Semen, with full responsibility for support and custody. Neither CC nor the donor shall bear any such obligations.

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements. Modifications must be in writing and executed by both Parties.

This Agreement must be signed by Purchaser (and partner or spouse, if applicable) and accepted by CC prior to release of Donor Semen. CC reserves the right to reject this Agreement and refund any prepaid shipping fees.

Acknowledgment and Execution

Purchaser acknowledges that they have read, understood, and voluntarily entered into this Agreement, and have had the opportunity to obtain independent legal or medical advice.

Purchaser Name: _____

Purchaser Signature: _____

Date: _____

Partner/Spouse or Co-Parent (if applicable)

Name: _____

Signature: _____

Date: _____