

# **EXHIBIT A**

## **CUSTOMER AGREEMENT**

Legal Name: **Tamara Teuscher**

Date of Birth: [REDACTED]

Relationship to Proxy: Spouse ☐ Partner ☐ Other ☒

REQUEST FOR ANONYMOUS DONOR SPERM  
(WITH INDEMNIFICATION & RELEASE)

Legal Name: **Danielle Teuscher**

("Client") understands and agrees as follows:

- I. If Client has chosen to purchase donor sperm from NWCryobank with referral by a physician, said donor sperm is sold for the sole intended purpose of vaginal, intracervical, intrauterine artificial insemination, or other assisted reproductive methodology such as IVF, as determined appropriate by Client's professional health care provider. Client understands that there are risks inherent in the process of artificial insemination, and hereby assumes all such risks. Client grants permission for NWCryobank to release and or obtain Client's medical information with the physicians' office provided to NWCryobank by Client to provide specimen and or shipping information as needed.

☒ By clicking this box I certify that I have read and understand the terms and conditions of doing business with NW Cryobank.

- II. If Client has chosen to purchase donor sperm from NWCryobank without referral by a physician, said donor sperm is sold for the sole intended purpose of vaginal artificial insemination. This donor sperm may not be used for intrauterine artificial insemination or any other type of ART procedure. Client understands that there are risks inherent in the process of artificial insemination, and hereby assumes all such risks.

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- III. NWCryobank does not warrant nor guarantee the qualifications of any donor, and that NWCryobank is only required to make such inquiry or investigation concerning said donor as NWCryobank deems, in its sole discretion, to be reasonably necessary to determine whether any donor meets such qualifications. NWCryobank represents that all donors participating in its donor program, including imported donors, have been tested for Sexually Transmitted Diseases (STDs) by an independent licensed laboratory consistent with industry practice and required by the FDA; or by a foreign donor program operated by a lawful and professional business. The protocol used by NWCryobank includes a six-month quarantine period for donor re-testing of antibodies to HIV I/II, HTLV 1 & 2, and Hepatitis C. Each of NWCryobank's participating donors provide a health history extending over three generations. NWCryobank screens for known Cystic Fibrosis mutations and other genetic diseases as NWCryobank alone determines appropriate, or at Client's specific request and expense; foreign donors have been screened for Cystic Fibrosis and other genetic diseases as NWCryobank, in its sole discretion deems appropriate and as indicated by donor risk factors. NWCryobank does not knowingly provide donor sperm from any donors that indicate that they would be at high risk for exposure to STDs. Client acknowledges that laboratory tests are not 100% accurate, and NWCryobank neither guarantees the absence of nor warrants against the presence of STDs, inheritable illnesses, or other inheritable birth defects resulting from artificial insemination. If Client requests an imported donor, NWCryobank has on file the testing and donor interview materials provided by the foreign facility and medical doctor.

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- IV. NWCryobank represents that the IUI or ICI donor sperm specimens provided to client from its donor program will contain a minimum motile sperm concentration of twenty million per cc (+/- 30%) after following the approved thawing protocol prior to any further processing, and as read at body temperature by a qualified clinical laboratory scientist, embryologist, medical doctor, or other properly licensed individual qualified to obtain said results as specified in the regulations published by CLIA, provided the specimen is thawed within 30 days of receipt of shipment. Specimens sold for IVF use may have lower sperm concentrations. If the motile sperm count of any specimen provided from the donor program falls below the stated minimums, NWCryobank will, at Client's option, replace such specimens with vials of the same donor if available or a similar donor if the exact donor is no longer available, or will provide Client a monetary refund of the purchase price of the specimens only. These

# Purchase Center

Status: Processed

## Complete Customer Agreement

Form must be completed by the person who will be utilizing NW Cryobank product and services

It is the policy of this office to collect payment for services as they are rendered. This allows us to control our costs and to keep fees at a reasonable level. We do not bill insurance companies or accept assignment. We will provide an itemized invoice that may be filed with your insurance. Payment for monthly storage will be automatically deducted monthly beginning approximately 30 days from purchase. The credit card used to make your purchase will be the card used for payment. If the card is declined for any reason, you will be given 7 days to provide updated information to allow the payment to process. If updated information is not provided within 7 days, a \$20.00 rebilling fee will be applied. If payment is not made within 30 days of the original billing date, your vials may be discarded. There will be a \$50.00 service charge for all returned checks, for any reason. Any and all payments and/or deposits or other monetary transactions, and any refunds or change of same will be of US dollars only and no adjustments for differences in foreign exchange rates over time, if any, will be made. Information provided would be used in case of non-payment or theft of services and/or products/equipment in order to identify the individual for collection purposes.

Client agrees that if payment in full for storage is not received by NW Cryobank within thirty days of the due date, we are authorized to destroy the specimens without further contact. In this case, client agrees to hold NW Cryobank harmless.

I am fully aware that in order to provide for the best chances of conception and of producing a healthy child, my actions will include the taking of prenatal supplements, the total avoidance of any type of recreational drugs including alcohol during attempts at conception and during all times of pregnancy, as well as regular checkups with my health care provider. I understand that if I have specimens shipped to myself or to my doctor that I alone am responsible for the safe return of the shipping vessel (dewar) to NW Cryobank. I understand that there is no refund for any donor or personal products once they leave NW Cryobank, nor is there any guarantee of motility should the returned specimens be reshipped. I, the undersigned have read the above recitals, and agree to the terms as specified, and accept full financial responsibility for all laboratory or any other service charges, as well as dewar rental, damage, or loss incurred by myself, or my dependents, provided by NW Cryobank.

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## Proxy

To have anyone other than yourself access information, apply payments, or place order on this account, please complete the following:

I, **Danielle teuscher** authorize NW Cryobank to allow the following individuals access to information regarding my account and to make purchases on my behalf.

Proxy 1

Legal Name: **Eric Fordney**

Date of Birth: [REDACTED]

Relationship to Proxy: Spouse ☐ Partner ☒ Other ☐

Proxy 2



are the sole and exclusive remedies available to the Client in this instance. No claim may be presented nor pursued unless and until the Client provides a written report stating the observed count and motility of the specimen, detailing the testing method or protocol employed, and including a statement as to the name, address, phone number, and qualifications of the individual performing said test, as well as return of the remaining partial and or full specimens back to the NWCryobank, at NWCryobank's option. Use of specimens for insemination will indicate that specimen was accepted for use no matter what the sperm concentration was determined to be, and no refund or replacement will be offered under such case.

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- V. Client acknowledges that client is purchasing the donor sperm that is the subject of this Agreement exclusively for her own use. Client hereby represents and warrants that client will not permit any third party to use the donor sperm purchased hereunder. Client agrees that any embryos or other products of conception created with the use of this donor sperm and not used by the client must be destroyed unless use by a third party is approved of in writing by the NWCryobank prior to that use. Client hereby indemnifies and holds NWCryobank harmless from any judgment, award, claim, demand, action, suit, cost, expense, including, without limitation, reasonable attorney's fees incurred by it in connection with NWCryobank's defense thereof or determination of liability in connection therewith, arising from or relating to the matters addressed herein.

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- VI. NWCryobank makes no representation or warranty as to the likelihood that a pregnancy will occur through the use of anonymous donor sperm, nor that if there is a pregnancy that it will result in the birth of a healthy, viable child. Client agrees to report within 90 days of first positive pregnancy test by completing NWCryobank's online form any pregnancy created through the use of donor specimens to NWCryobank. Client understands that all pregnancies run a risk of producing a child with birth defects, whether genetically caused or otherwise, including mental retardation, and that although NWCryobank's donor screening protocol may lessen the risk of some birth defects, it is impossible to eliminate the risks, and Client assumes all such risk and outcomes.

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- VII. If in the course of the preservation, packaging, transportation, shipping, or delivery of any specimen provided hereunder, the loss and/or destruction of such specimen(s) results, whether such loss or destruction occurs while the specimen(s) is in the possession of NWCryobank or any third party, including, without limitation, if such loss or destruction of the specimen(s) is caused by failure of a shipping container to keep the specimen(s) at the proper temperature for seven days once the container has been received by Client, then Client's sole and exclusive remedies are: 1) the replacement of the specimen(s) with vials of the same donor if available, or a similar donor if the exact donor is no longer available, or 2) a complete refund of the actual purchase price of the specimen(s) paid by the Client in the case of donor sperm, or, in the case of the Client's personal specimen(s), \$100.00 per unit.

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- VIII. NWCryobank is not permitted to, nor will it, disclose the identity of the anonymous commercial donor ("Donor"). Client recognizes the legitimate substantial privacy concerns and interests of the Donor, and covenants and agrees to honor the same without exception. Client will not attempt to require NWCryobank to disclose such information to Client or any third party. Client agrees not to seek, nor make any effort to obtain any information not directly provided through NWCryobank concerning the identity, background, or whereabouts of the Donor at any time and from any source, whether directly or indirectly, and/or by any means. Further, Client agrees never to contact or attempt to contact, directly or indirectly, the Donor for any reason whatsoever unless initial contact is through NWCryobank acting as third party and then approved by Donor. Client or their Donor produced offspring may, however, contact NWCryobank directly with inquiries concerning or relating to the Donor. Client agrees not to distribute any information provided in a donor history to any third party. Any violation of this covenant not to seek, obtain, nor attempt to obtain information concerning the Donor, and/or to contact or attempt to contact the Donor will cause the Donor and/or NWCryobank to suffer irreparable harm. In the event of such violation, the Donor, and/or NWCryobank shall be entitled, in addition to all legal remedies, to obtain equitable relief, including temporary restraining order, preliminary injunction, and permanent injunction in a court of competent jurisdiction in connection therewith. Client understands and agrees that the harm suffered by the Donor and or NWCryobank as a result of any violation of this Covenant is difficult or impossible to measure, and therefore hereby acknowledges and agrees that liquidated damages in the amount of \$10,000.00 for each such act in violation thereof shall be imposed by a court of competent jurisdiction and further acknowledges and agrees that the amount of the liquidated damages provided for herein is both reasonable and appropriate.

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All donors provided through this program are anonymous donors and agree by contract not to have any rights or responsibilities associated with biological parentage through use of their specimens. Client also acknowledges that Client shall have no right to claim a donor as a legal parent of any product of conception achieved through the use of specimens provided through this program, or to obtain any type of support or contribution in regard to providing for Client or child produced through this program. NWCryobank will provide Client with invoices at time of specimen purchase only; NWCryobank will not be liable to provide any proof to client of lineage back to the donor, such as DNA evidence. Client assumes full financial and parental responsibility for any child produced through the use of specimens provided under this agreement. NWCryobank cannot and will not provide clients with any proof or supportive evidence of donor specimens being the source of fertilization leading to the birth of a child for the purpose of client obtaining any type of public assistance or for other purposes.

By signing below, Client acknowledges that they have read and fully understand the terms and conditions addressed herein, does not rely on any representation of NWCryobank not specifically contained herein, has had the opportunity to consult with counsel of choice, and that this Request for Donor Sperm forms a portion of the consideration for this transaction and has been specifically bargained for.

By typing my **Full Legal Name**, I agree to the terms and conditions set forth in this contract:

**Danielle Teuscher 7/5/2015**

[Edit This Agreement \(/customer-sperm-agreement/?edit=Yes\)](#)