**Exhibit A: Form of ST Straw Restriction Acknowledgement**

**RE: NORTH WOODS VANGUARD -PP, HEIFER-SEXED**

**ST Straw Seller/Distributor\* ST Straw Buyer**

North Woods Homestead, LLC Farm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lorinda Barnes Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Priest River, ID 83856 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NWHomestea@outlook.com](mailto:NWHomestea@outlook.com) Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Effective Date: 8/15/2023 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration of my acquiring one or more straws of NORTH WOODS VANGUARD-PP semen that were sorted by Inguran, LLC, dba STgenetics (“ST”) (with such straw referred to as “ST Straw”), I, the undersigned, hereby acknowledge and accept to bind myself and my company, if listed, to the following:

1. I will only use each ST Straw for the single artificial insemination of one female bovine to produce a single offspring (“Single AI Use”), except that I can have IVF or Embryo Flush performed to produce more than one embryo per ST Straw, if I use ORIgen, Inc. (“ORIgen”) to perform the IVF or Embryo Flush, or if ST consents in writing of my using a different provider. Except for Single AI Use, I will report to ORIgen how many embryos were produced per straw.
2. I understand that ST makes no representations or warranties with respect to ST Straws or contents, and I am using them on an “as is” basis.
3. I acknowledge that ST’s processing optimizes the production of Embryos of a desire, using proprietary technology and methods, and intellectual property rights that are owned by or licensed to ST (“ST IP Rights”), such as ST’s trade secrets or other confidential information, patents, copyrights, know- how, and other proprietary rights. I understand that ST reserves all rights to assert ST IP Rights against any unauthorized use of ST Straws.
4. I will not resell, and I will not otherwise distribute or transfer ST Straws to another person or entity without informing ORIgen in writing in advance, identifying the recipient, and without giving ORIgen a copy of this ST Straw Restriction Acknowledgment after I execute it with the recipient.
5. I acknowledge that, even though ST is not a direct party to the transfer of the ST Straw to me, that ST is an intended third-party beneficiary to the transaction, entitling ST to rely upon and directly enforce the terms of this Acknowledgment against me, when needed or desirable.
6. I represent and warrant that I am a duly authorized representative to bind my company identified above to the terms of this Acknowledgment.

ACCEPTED AND AGREED FOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(ST Straw Recipient)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Bull Owners selling sex sorted semen will be required to have buyers sign the acknowledgement attached hereto as Exhibit A regarding restrictions placed upon the use and sale of the semen that is produced and to require the signing of a copy of that exhibit by others who purchase semen from them that is not sold through the ORIgen marketing system.