

## **ICSI AGREEMENT**

EquiEmbryo, LLC produces horse embryos from oocytes through a process known as intracytoplasmic sperm injection (ICSI). \_\_\_\_\_ (“Client”) owns a mare and wants EquiEmbryo to try to produce an embryo or embryos. The parties agree to the following:

1. Client will have an oocyte(s) recovered from its mare, the “Donor Mare”, named \_\_\_\_\_, date of birth \_\_\_\_\_, breed: \_\_\_\_\_, registration number \_\_\_\_\_, and shipped to EquiEmbryo, LLC. Client has or will enter into an agreement with the owner of a stallion to contribute semen to fertilize the oocyte(s). Client will arrange to ship the oocyte(s) and semen to EquiEmbryo at its expense. Client shall be responsible for all transportation costs of all materials sent to and sent from EquiEmbryo related to this Agreement including express mail courier/airline shipping charges, courier service charges, and return freight charges. Client shall be responsible to obtain any insurance it deems appropriate including for example to cover any loss or damage to oocytes, sperm, embryos, and cells during the time the oocyte(s) and sperm are shipped to EquiEmbryo, during the time stored there, and during the time any material is shipped from EquiEmbryo. Client shall be responsible to purchase any insurance it deems appropriate to cover the Donor Mare, and/or Donor Mare's foal, Donor Mare's Pregnant Recipient and in-uterus foal. EquiEmbryo is not responsible to insure stored or shipped embryos, sperm, and/or biopsied cells. Client is responsible for fulfilling all Breed Registry rules and regulations including, for example, brand inspections required by law.
2. Client shall complete the Mare/Stallion Identification Form attached hereto for each mare and stallion involved in any procedure requested of EquiEmbryo. Client agrees to the terms in the attached Mare/Stallion Identification Form, the Credit Card Agreement, and the Fee Schedule, and represents and warrants that the information it provides is accurate and shall update any information if there are any changes.
3. EquiEmbryo, LLC shall evaluate the oocytes, attempt to mature them, and if matured, fertilize them via ICSI to try to produce embryos. EquiEmbryo shall perform the services requested by Client according to the Fee Schedule attached hereto. Client agrees to pay EquiEmbryo for each service requested in the amount described in the Fee Schedule. Such payments shall be made by credit card in accordance with the terms of the Credit Card Agreement, also attached. EquiEmbryo may terminate or suspend service at any time it deems appropriate including for example if there is any disagreement between the parties or if Client fails to pay or perform any of its obligations.

4. EquiEmbryo, LLC will store the frozen embryo temporarily for up to two months. Client is responsible for finding long-term storage at a veterinarian's' clinic, commercial storage, or other reliable location. EquiEmbryo, LLC will take reasonable efforts to maintain frozen embryos in proper storage conditions while stored during the two month period, but Client agrees to accept all risk and be responsible for all losses or damage during this time. Following the two month temporary storage period, unless Client makes other arrangements for storage, EquiEmbryo shall have absolute, sole discretion regarding disposition or storage of the embryo(s).

5. Client understands and agrees that many factors impact the successful embryo production, transport, and/or establishment of pregnancy, and that EquiEmbryo cannot guarantee or warrant success of the procedures or outcomes of ICSI or other procedures. Also, EquiEmbryo is not responsible for the results of biopsy diagnostics, stallion in vitro fertility trial data, or any other services provided by third parties. Client is responsible for parentage testing of any foal produced by any embryos shipped by EquiEmbryo. Client acknowledges there is inherent risk with respect to parentage in connection with the services and procedures provided by EquiEmbryo and accepts responsibility for all results from such services and procedures. Client shall bear sole responsibility to insure or to self-insure against damage, loss, or injury including destruction or damage or loss to any oocytes or embryos, semen, or production of embryos with incorrect percentage not solely caused by the willful negligence or willful misconduct of EquiEmbryo. EQUIEMBRYO MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER INCLUDING FOR EXAMPLE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FOR ANY RESULTS OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT.

6. Except for any willful negligence or willful misconduct of EquiEmbryo, CLIENT AGREES TO INDEMNIFY AND HOLD EQUIEMBRYO HARMLESS FOR ALL DEMANDS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT INCLUDING FOR EXAMPLE RELATED TO INCORRECT PARENTAGE, ANY ACCIDENT, DAMAGE OR DEATH TO ANY DONOR MARE OR DONOR MARE'S FOAL, DONOR MARE'S PREGNANT RECIPIENT, AND ANY LOSS OR DAMAGE TO ANY OOCYTES, SPERM, EMBRYO, AND CELL. CLIENT AGREES EQUIEMBRYO SHALL IN NO EVENT, EVEN FOR WILLFUL NEGLIGENCE OR MISCONDUCT, BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, AND IN ANY EVENT THE MAXIMUM AMOUNT FOR WHICH IT SHALL BE RESPONSIBLE IS THE AMOUNT PAID BY CLIENT TO EQUIEMBRYO FOR ITS SERVICES.

If embryos or semen are unintentionally thawed, lost or damaged, or if embryos are produced with incorrect parentage, due solely to the willful negligence or willful misconduct of EquiEmbryo, the maximum amount for which EquiEmbryo may be responsible or liable is:

- a) For each straw of semen lost or damaged, the estimated value of the production costs to collect and process the semen, which is \$15 per straw; b) for each embryo that is lost or damaged, the estimated value of the embryo will be the fees charged

by EquiEmbryo for in vitro embryo production and handling, and, if applicable, for vitrification; and c) if incorrect parentage is found from genetic analysis of embryos, or foals resulting from embryos, the estimated value of the loss will be the fees charged by EquiEmbryo for in vitro embryo production and handling, and, if applicable, for vitrification.

7. This Agreement is entered into in Tarrant County, Texas and shall be performed at least in substantial part in Tarrant County. The laws of Texas shall govern the enforcement and interpretation of this Agreement. Any dispute shall be adjudicated in Tarrant County, Texas.

8. This Agreement constitutes the entire agreement of the parties and supersedes any previous contracts, understandings, or verbal communications between the parties, whether oral, electronic or written. There are no other terms, promises, representations, statements agreed to or relied upon by any party other than those contained in this Agreement. The terms of the parties' agreement cannot be changed except by written agreement signed by all parties. All notices to either party shall be given, (a) if to EquiEmbryo, 3601 NE Loop 820, Suite 150, Fort Worth, TX, 76137, (b) if to Client, at the address shown at Client's signature.

9. This Agreement shall be binding upon the Parties and their respective heirs, personal representatives, successors and assigns, but shall not be transferred without the written agreement of all parties.

EQUIEMBRYO, LLC

By: \_\_\_\_\_  
Managing Member

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

CLIENT:  
\_\_\_\_\_  
Client Signature

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

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

Mobile number: \_\_\_\_\_ Phone number: \_\_\_\_\_

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

## MARE/STALLION IDENTIFICATION FORM

**Mare:** \_\_\_\_\_

*\*If different from client information\**

Contact name: \_\_\_\_\_

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

Mobile number: \_\_\_\_\_ Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Note: Mare owners need to have a contract on file for the stallion(s) sperm they wish to utilize, otherwise EquiEmbryo will not perform ICSI.** Shipment of semen to EquiEmbryo is the responsibility of the mare owner or agent. The semen must be received by EquiEmbryo by the morning of the day that ICSI is performed.

**Stallion #1:** \_\_\_\_\_

Contact name: \_\_\_\_\_

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

Mobile number: \_\_\_\_\_ Phone number: \_\_\_\_\_

**Stallion #2:** \_\_\_\_\_

Contact name: \_\_\_\_\_

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

Mobile number: \_\_\_\_\_ Phone number: \_\_\_\_\_

**Stallion #3:** \_\_\_\_\_

Contact name: \_\_\_\_\_

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

Mobile number: \_\_\_\_\_ Phone number: \_\_\_\_\_

**Desired Embryo Transfer facility:**

Contact name: \_\_\_\_\_

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

Mobile number: \_\_\_\_\_ Phone number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner/Authorized Agent of the mare

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Billing Address:** \_\_\_\_\_

Mobile number: \_\_\_\_\_ Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

### CREDIT CARD AGREEMENT

**EquiEmbryo clients shall have a credit card on file prior to any service.** By filling out and signing the credit card authorization, Client authorizes EquiEmbryo, LLC to charge its credit card for the fees and services described in the Fee Schedule.

ICSI service fee and embryo yielded via ICSI per the Fee Schedule will be charged to the credit card automatically at the end of embryo culture (9 days post-ICSI).

All other services and its incurred fees will be charged at the day of completion of service.

Pay by credit card on file in my client profile.

Pay by credit card that I will provide electronically by creating or updating my client profile on EquiEmbryo's website.

I, \_\_\_\_\_, authorize EquiEmbryo to charge my credit card for the fees described in the Fee Schedule.

Signature X \_\_\_\_\_ Date: \_\_\_\_\_

## 2019 Fee Schedule

| <b>Service</b>            | <b>Fee</b>  | <b>Reference</b>                    |
|---------------------------|---|-------------------------------------|
| ICSI from Shipped OOCYTES | \$650<br>Additional \$300 each for fertilization from 2 <sup>nd</sup> stallion and 3 <sup>rd</sup> stallion   | One or more oocytes, first stallion |
| ICSI from Shipped OVARIES | \$1,100<br>Additional \$300 each for fertilization from 2 <sup>nd</sup> stallion and 3 <sup>rd</sup> stallion | One or more oocytes, first stallion |
| Embryos Produced per ICSI | \$750/per Embryo  |                                     |

### Freezing/Manipulation/Warming

|  |       |  |
|--|-------|--|
| Embryo Freezing                            | \$300 | Each embryo (ICSI embryos & small embryos <250 µm) |
| Embryo Freezing with Manipulation Required | \$500 | Each embryo (large embryos >250 µm)                |
| Embryo Warming                             | \$150 | Each embryo  |

### Biopsy

|               |       |             |
|---------------|-------|-------------|
| Embryo Biopsy | \$600 | Each embryo |
|---------------|-------|-------------|

### Shipping

**\*Applies to all services above\***

|  |                    |  |
|--|--------------------|--|
| Shipping (embryos or biopsied cells)         | Varies by location |  |
| Handling (evaluation and packing of embryos) | \$50               |  |
| Container Return                             | Varies by location |  |

### Other Services

|                                     |         |                             |
|-------------------------------------|---------|-----------------------------|
| Stallion In Vitro Fertility Testing | \$6,500 | Minimum 20 oocytes injected |
|-------------------------------------|---------|-----------------------------|