

EquiEmbryo, LLC
3601 N.E. Loop 820 Suite 150
Fort Worth, TX 76137
817-386-5900 Fax: 817-367-9293
info@equiembryo.com

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 _____, 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. **EQUIEMBRYO MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER INCLUDING FOR EXAMPLE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

6. **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 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 BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, AND THE MAXIMUM AMOUNT FOR WHICH IT SHALL BE RESPONSIBLE IS THE AMOUNT PAID BY CLIENT TO EQUIEMBRYO FOR ITS SERVICES.**

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: _____
EquiEmbryo Managing Member

Date: _____

CLIENT:

Client Signature

Address:

Phone: _____

Fax: _____

Email: _____

Date: _____

MARE/STALLION IDENTIFICATION FORM

Mare: _____

If different from client information

Contact name: _____

Address: _____

Phone number: _____ Fax number: _____

Email address: _____

Note: Stallion owners need to have a contract on file for your mare, otherwise EquiEmbryo may 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: _____

Phone number: _____ Fax number: _____

Email address: _____

Stallion #2: _____

Contact name: _____

Address: _____

Phone number: _____ Fax number: _____

Email address: _____

Desired Embryo Transfer facility:

Contact name: _____

Address: _____

Phone number: _____ Fax number: _____

Email address: _____

Signature of Owner/Authorized Agent of the mare

Date

Printed Name

Billing Address: _____

Phone number: _____ Fax 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.

Credit card type: Master Card Visa Discover

Name of cardholder: _____

Cardholder's zip code: _____

Credit card number: _____

Expiration date: _____ Security code: _____

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

Signature X _____ Date: _____