EquiEmbryo, LLC
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Fort Worth, TX 76137
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2026 ICSI AGREEMENT

EquiEmbryo, LLC produces horse embryos from oocytes through a process known as intracytoplasmic sperm injection (ICSI). _____ ("Client") is the owner ☐ of a mare or is the lessee ☐ and wants EquiEmbryo to try to produce an embryo or embryos. Client represents and warrants to EquiEmbryo that has the authority to enter into this Agreement and seek the services described from EquiEmbryo. 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 the client's 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. Embryo warming fee shall follow the fee schedule of the year that the embryo is warmed.

4. EquiEmbryo, LLC will store the frozen embryo temporarily for up to two months. At its discretion, EquiEmbryo may store frozen embryos for a longer period, but may also decline at any time to continue to store the embryos. 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, but Client agrees to accept all risk and be responsible for all losses or damage during EquiEmbryo's storage. In the event Client and EquiEmbryo do not agree in writing to the continued storage of frozen embryos following the two month temporary storage period and client has not notified EquiEmbryo in writing about other storage arrangements, or in the event Client has not timely paid EquiEmbryo for any service provided, EquiEmbryo may at any time permanently destroy the embryos.

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. 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, except in the case of willful negligence or willful misconduct of EquiEmbryo, Client accepts responsibility for all results from such services and procedures, including for example all loss or damage to the embryos whether by mishandling, infection, theft, loss or otherwise. 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 parentage not solely caused by the willful negligence or willful misconduct of EquiEmbryo. EquiEmbryo is not responsible for any service or conduct of third parties including for example, embryo warming, biopsy diagnostics, transportation, identification or labeling, or for any loss or damage caused in whole or in part by any third party. 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, DONAR 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 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 substantive laws of Texas, regardless or any choice of law provisions or caselaw, shall govern the enforcement and interpretation of this Agreement. Any dispute shall be adjudicated in Tarrant County, Texas. Client agrees to pay EquiEmbryo all of its attorney's fees and costs to enforce this Agreement including for example collecting any outstanding balance.

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.

CLIENT:

_____ Date: _____
Client Signature

Client's Address: _____

Mobile number: _____ Phone number: _____

Email address: _____

EQUIEMBRYO, LLC

By: _____ Date: _____
EquiEmbryo Managing Member

MARE/STALLION IDENTIFICATION FORM

Mare: _____

Contact name: _____ ☐ Agent or ☐ Client

Billing 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

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 may be charged by EquiEmbryo to Client's credit card at any time following the end of embryo culture; all other fees may be charged following completion of any service, or monthly for ongoing services (the "billing date"). All fees are due and payable on the billing date.

☐ 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 at EquiEmbryo.com.

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

Signature X _____ Date: _____

2026 Fee Schedule

Service	Fee	Reference
ICSI from Shipped OOCYTES	$750 Additional $500 each for ICSI from 2nd stallion and 3rd stallion	One or more oocytes, first stallion
ICSI from Shipped OVARIES	$1,300 Additional $500 each for ICSI from 2nd stallion and 3rd stallion	One or more oocytes, first stallion
Embryos Produced per ICSI	$850/per Embryo	

Freezing/Manipulation/Warming

Embryo Freezing	$400	Each embryo (ICSI embryos & small embryos <250 µm)
Embryo Freezing with Manipulation Required	$600	Each embryo (large embryos >250 µm)
Embryo Warming	$300	Each embryo

Biopsy

Embryo Biopsy	$700	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	