2026 Vita Nova Reproduction Center Service Agreement

This contract serves as a binding agreement between the below listed parties and Vita Nova Reproduction Center, LLC hereinafter referred to as VNRC, to which the client as stated below agrees to the terms given as set-forth:

I, _____ (circle one: Owner/Agent) hereinafter known as the "Client" do hereby submit oocytes/embryos for the purpose of ICSI, embryo warming, and/or embryo vitrification.

I certify that this request is within my authority to make, and that I alone will be responsible for any fees incurred in the performance of this contract by VNRC as outlined within the fee schedule or otherwise, to which I confirm I have read and agree to all fees involved. Furthermore, I guarantee that this mare has a DNA type on file with her current registry (if registered) and that I have a binding agreement with the stallion owner for the semen provided and as requested by me to be used by VNRC in the performance of any/all services requested. I understand that any failure to have a valid contract on file for any semen requested or provided by me for use invalidates this contract and may be grounds for termination of services. I am aware that in the event I decide to split an ICSI session between two or more stallions, I must also provide the semen for use, carry a valid contract for each semen type provided, and understand that additional fee(s) may apply. I will designate my desire to have a potential split ICSI session performed no later than the day oocytes are shipped from my mare to VNRC. Last minute split designations are not guaranteed and may incur an inconvenience fee. VNRC may fertilize ALL oocytes sent from a mare to the first-choice stallion listed on the ICSI Agreement if notice to split has not been given on the oocyte collection day or a valid contract is not in place. I understand that an inconvenience fee will additionally apply for any late, dead, or last minute requested genetic material provided or services requested.

Contractual agreements:

1. Client agrees to pay VNRC for services rendered via Credit Card at time of service. Credit Card forms with valid billing are REQUIRED prior to or at the time of receipt of client owned material. Failure to provide valid credit card information or failure to pay all fees as outlined may result in discontinued service and may be subject to other methods of repayment as legally deemed necessary. VNRC reserves the right to refuse services to any client at any time for any reason and may terminate or suspend service at any time it deems appropriate, primarily in relation to a disagreement between the parties involved in this agreement, or for failure to pay or uphold their obligations as outlined in this contract.

2. Client will be responsible for all collection and shipment fees pertaining to oocytes/embryos/semen to and from VNRC.

3. Client shall be responsible for any insurance coverage they deem appropriate for genetic material sent to or produced by VNRC prior to shipment or during storage. VNRC will not be responsible for loss or damage during storage or shipment. Client shall additionally be responsible for 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.

4. VNRC will store frozen embryos for a 90-day period following vitrification or until client has paid all fees related to its production, after which point, failure to pay any invoices related to the production of embryos currently in storage may result in disposal without notice of any or all embryos produced without payment after 90 days. Client is responsible for arranging long-term storage either with VNRC or at another reliable facility deemed appropriate by VNRC. VNRC will make reasonable efforts to maintain frozen embryos in proper storage conditions, but Client agrees to accept all risks and be responsible for all losses or damage during VNRC's storage. In the event Client has not paid any outstanding balances or arranged for long-term storage at another facility or with VNRC within the 90-day period from vitrification, VNRC may at any time following the 90-day period permanently destroy the embryo(s).

5. Client understands and agrees that many factors impact successful embryo production, transport, and/or establishment of pregnancy, and that VNRC cannot guarantee or warrant success of the procedures or outcomes of ICSI or other procedures. Client is responsible for fulfilling all related Breed Registry rules and regulations pertaining to the production of embryos/foals. This includes performing genetic testing on foals as soon after birth as possible for genetic verification of any foal produced by any embryos shipped by VNRC.

6. Client acknowledges there is inherent risk with respect to parentage in connection with the services and procedures provided by VNRC and, except in the case of willful negligence

or willful misconduct of VNRC, 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 VNRC. VNRC is not responsible for any service or conduct of third parties including, for example, embryo warming, transportation of semen or embryos, identification or labeling of semen or embryos, or for any loss or damage caused in whole or in part by any third party. VNRC 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

7. EXCEPT FOR ANY WILLFUL NEGLIGENCE OR WILLFUL MISCONDUCT OF VNRC, CLIENT AGREES TO INDEMNIFY AND HOLD VNRC 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 VNRC AND ITS EMPLOYEES 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 VNRC 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 VNRC, the maximum amount for which VNRC may be responsible or liable is: For each straw of semen lost or damaged, the estimated value of the initial production costs to collect and process the semen, which is agreed at $20 per straw; b) for each embryo that is lost or damaged, the estimated value of the embryo will be the fees charged by VNRC at the time of its production, 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 ONLY the fees charged by VNRC for in vitro fertilization, embryo production and, if applicable, for vitrification. Client agrees that NO recipient mare, embryo transfer or donor or recipient mare care or lease expenses will be considered.

8. This Agreement is entered into in Denton County, Texas and shall be performed at least in substantial part in Denton County. The substantive laws of Texas, regardless of any choice of law provisions or caselaw, shall govern the enforcement and interpretation of this Agreement. Any dispute shall be adjudicated in Denton County, Texas. Client agrees to pay VNRC all its attorney's fees and costs to enforce this Agreement including for example collecting any outstanding balance.

9. 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 and as outlined in the current year VNRC Fee Schedule. 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 Vita Nova Reproduction Center, 11162 Osburn Road, Pilot Point, TX 76258, (b) if to Client, at the address shown at Client's signature.

10. 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 Billing Address:_____

Mobile number: _____ Phone number: _____

Email address: _____

Vita Nova Reproduction Center, LLC By: _____Date: _____

Please return completed contract to office@vitanovarepro.com

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Credit Card Authorization Form

By filling out and signing the credit card authorization below, you authorize Vita Nova Reproduction Center, LLC to charge your credit card the costs and fees incurred, as outlined in the Fee Schedule as attached to your signed contract(s). Credit card information is **REQUIRED** to be on file prior to any genetic material arriving at VNRC.

- ☐ I prefer to pay all fees by credit card to Vita Nova Reproduction Center. I understand my card will be charged within 72 hours of the invoice date.

- ☐ I wish to pay all fees by check to Vita Nova Reproduction Center within 30 days of the invoice date. I understand that check(s) must be sent via Certified or other tracked mail and if they are not received within 30 days, my credit card will be charged for the full outstanding amount. If my card has insufficient funds at that time, VNRC may destroy all genetic material held in my unpaid accounts after 90 days and may discontinue service to me at their discretion.

*Please note: A 5% Late Fee will be charged to any/all unpaid balance(s) for every 30 days an invoice is past due. If payment IN FULL is not received within 90 days of billing for any reason, we reserve the right to suspend services without additional notice, and any resulting vitrified embryos remaining in storage will be discarded. Embryos will NOT be shipped for transfer until payment processing has been completed.

By signing below, you accept these terms and authorize Vita Nova Reproduction Center to charge your card in smaller increments if deemed necessary, to recover any owed balance.

Credit Card Authorization: Bankcard Merchant Card Services accepts all card types. A valid zip code and daytime phone number are required.

All credit card payments are subject to a 3.1% processing fee.

Cardholder's Name: _____ Daytime Phone:_____

Billing Address: _____

Credit Card #:_____ Exp. Date: _____ CVV _____

( ) Master Card ( ) Visa ( ) Discover ( ) American Express

Cardholder's Signature: _____ Date: _____

Driver's License: _____ Date of Birth: _____

11162 Osburn Road Pilot Point, Texas 76258 | Office: (469)815-2898 | office@vitanovarepro.com

2026 Fee Schedule

Immature oocyte maturation culture and performance of Intracytoplasmic Sperm Injection: $700/per ICSI session (Flat fee covers injection of all mature oocytes)

Maturation Fee (No oocytes matured): $100

Preparation and use of additional stallion for ICSI: $500/stallion

Embryo Fee: $700/embryo + Shipping (subject to current market prices, type and distance sent.)

Embryo Vitrification: $300/FIRST In-Vitro Produced or any In-Vivo Embryo NOT requiring collapse (~D6-D6.5) $150 for each additional embryo vitrified concurrently per day

-$500/In-Vivo Embryo requiring collapse prior to Vitrification (~D7+) *Please note the ongoing pregnancy rate from large in-vivo recovered embryos following collapse & Vitrification may be greatly reduced*

Embryo Warming: $150/Embryo / $100 for each additional embryo warmed concurrently per day. *24hrs notice prior to warming is REQUIRED or an inconvenience fee may be incurred* *Frozen embryos will ONLY be shipped to approved facilities for mare-side warming & transfer. Please contact us for a list of approved facilities. Otherwise, embryos will be thawed by VNRC and sent via courier or counter-to-counter for transfer at the client's expense.

Post-Mortem Ovary Dissection, Maturation Culture & ICSI: $1200

Frozen Embryo/Semen Storage: $50 Quarterly per Animal ID Billed on the first of January, April, July, and October. *Semen stored for *individual use only* is charged PER STRAW.

Inconvenience Fee: $75 per unexpected event- i.e., Dead semen sent for ICSI, last minute arrival of oocytes without notice, same-day embryo thaw/ship, same-day vitrification without notice, etc.

DISCOUNTS/CREDITS: In-Vitro embryo production as we all know has its ups and downs and is not without its risks. We would like to lift some of the financial burden for our clients who may, on rare occasions, experience extreme extenuating circumstances.

- If 3 ICSI sessions are performed with the SAME Mare/Stallion combo on 5 or more oocytes each session, with no embryo produced, the 4th ICSI session is on us (ANY mare/ANY stud).
- If 3+ embryos created from a SINGLE SESSION are transferred FRESH for 0 pregnancy at the 14-day check, embryo fee credit will be given for future ICSI sessions for each embryo transferred that did not result in a 14d positive pregnancy.
- A 15% Discount will be applied to EACH CASE for multiple mares going to same stallion on same day for non-loyalty members ($595 ICSI Fee/mare)
- Multiple embryos shipped to the same location on the same day will also receive a shared shipping discount between clients!

~Due to our proximity to Weems & Stephens Equine Hospital and Select Breeders Southwest, we will be able to pick-up and drop-off oocytes/embryos/semen at no additional cost to you if using their services.

*Terms and conditions apply

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Mare Addendum

Mare Information:

Mare Name: _____

Age: _____ Mare Breed/Registry: _____

Mare Owner: _____

Phone Number: _____

Client Information:

Name: _____

I am the: *Owner* *Agent* *Lessee*

Phone Number: _____

Email Address: _____

Stallion Information: *Please note splitting stallions is an opportunity for mares with 10 or more MATURE oocytes, have current, paid contracts for each stallion, and have been listed on this form. If not splitting, we strongly recommend listing a backup stallion under Stallion #2.

Stallion #1:

Registered Name: _____

Owner/ Manager: _____

Phone: _____

Email: _____

Anticipated semen arrival date: _____

Stallion #2:

Registered Name: _____

Owner/ Manager: _____

Phone: _____

Email: _____

Anticipated semen arrival date: _____

Embryo Information: DO NOT SKIP

The number of embryos I wish to transfer fresh (circle one): *All* *or* *#:*_____

Recipient/Transfer Facility I have a contract with: _____

Recipient Center Contact Name: _____ Phone Number: _____

The number of embryos I wish to vitrify (circle one): *All* *or* *Remaining*

Storage Facility (if not VNRC): _____

Contact Name: _____ Phone Number: _____

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Updates:

Please list below all parties to be included in text updates: (Owners, Agents, Veterinarians, Breeding Managers, Recipient Facilities, etc.) If text updates are not preferred, please list your preferred contact method and information below:

Name: _____ Mobile Number: _____

Name: _____ Mobile Number: _____

Name: _____ Mobile Number: _____

Name: _____ Mobile Number: _____

Name: _____ Mobile Number: _____

Name: _____ Mobile Number: _____

I, _____ (Client), hereby agree that I have a current and signed 2026 Service Contract and Credit Card Authorization Form on file with Vita Nova Reproduction Center. I understand that VNRC will do everything in their power to help facilitate the request(s) outlined in this form but cannot be held responsible for any deviations or last-minute changes/requests. VNRC is not responsible for facilitating semen shipments for ICSI, the client should confirm with VNRC ahead of time that there is semen available in the lab and/or contact the stallion owner/manager to make sure semen arrives before noon the day of ICSI. A $75 inconvenience fee may be applied for last-minute changes, requests, late, dead, and/or missing semen shipments, etc.

_____
Client Signature

_____
Printed Name

_____
Date

Office Use Only:

2026 Service Contract Received: _____

CC Authorization Form Received: _____

Notes: _____

_____

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