



10121 FM 2931 Pilot Point Texas 76258

(945) 248-0060

2023 ICSI CONTRACT

This contract serves as a binding agreement between the below listed parties and Vita Nova Reproduction Center, PLLC 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 from the mare:

_____, Age: _____, Breed: _____,
for the purpose of (circle or check):

- ICSI
- Embryo warming
- 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, to which I confirm to having 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 this contract. 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.

The Stallion I have chosen for the above listed mare for ICSI purposes is named:

_____, and is (circle one:
owned by/managed by) _____

With whom I have a legal and binding contract for the use of semen from this stallion. Their contact information is as follows:

Address: _____

Phone: _____

E-mail: _____

I will be requesting the following semen type for use (check one):

- Cooled
- Frozen Whole Dose
- Frozen ICSI Dose

In the event that the semen type of my desired choosing is not available, and the stallion owner/manager provides a substitute, I accept that my ICSI fee may change and authorize VNRC to perform their services with what is provided.

VNRC strongly encourages the designation of a backup stallion in the event semen from the desired stallion cannot be obtained. Please list below a possible backup stallion and the contact information for the related owner/manager for semen shipment arrangements.

Stallion: _____

- Cooled
- Frozen Whole Dose
- Frozen ICSI Dose

Owner/Manager: _____

Address: _____

Phone: _____

E-mail: _____

I am aware that in the event I decide to split an ICSI session between two or more stallions that I must also provide the semen for use, carry a valid contract for each semen type provided, and understand that an additional fee may apply. I will designate my desire to have a split ICSI session performed no later than the day oocytes are shipped from my mare to VNRC. Last minute split designations are not guaranteed; VNRC may fertilize ALL oocytes sent from a mare to the first-choice stallion if notice to split has not been given on the oocyte collection day.

Should an embryo or embryo(s) develop from my mare, I would like to have them (Circle one: Transferred to a recipient mare/ Vitrified). If transferring, please list the name of the facility you intend to use below and the primary person we should contact:

If vitrifying, please designate which long-term storage facility you plan to have embryo(s) stored at following vitrification and payment for services, and their contact information.

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 a 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 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. Client is responsible for arranging long-term storage either with VNRC or at another reliable facility.

VNRC 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 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 embryos.

5. Client understands and agrees that many factors impact the 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, identification or labeling, 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 \$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 the fees charged by VNRC for in vitro fertilization, embryo production and, if applicable, for vitrification.

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 of 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. 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, 10121 FM 2931, 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 Address: _____

Mobile number: _____ Phone number: _____

Email address: _____

Vita Nova Reproduction Center, PLLC By: _____

Date: _____