

ICSI (INTRACYTOPLASMIC SPERM INJECTION) AGREEMENT

Contract Year:

This Agreement ("Agreement") is entered into by and between the Stallion Owner identified below ("Stallion Owner") and the undersigned owner or lessee of the mare described below ("Mare Owner"). The Mare Owner hereby engages one breeding service to the Stallion for the Mare described below for the Contract Year breeding season by intracytoplasmic sperm injection ("ICSI") to be performed at the ICSI laboratory/facility designated below ("ICSI Facility"). This Agreement becomes binding only upon: (a) receipt by Stallion Owner of a fully executed copy of this Agreement, together with a copy of the Mare's certificate of registration (and, if applicable, lease documentation); (b) payment of the Booking Fee; and (c) written acceptance by Stallion Owner.

1. PARTIES & MARE INFORMATION

Stallion Owner: Amanda Smith Performance Horses
Address: 6189 East Taft Rd., Syracuse, NY 13212
Phone: 315-632-8246 Email: AmandaS@jagenv.com
Stallion Breeding Manager: Scott Suggs Manager Phone: (817) 219-4909

Mare Owner Name:

Address:

Phone:

Email:

Registry Member No. (AOHA / APHA / ApHC):

Mare Name:

Registration No.:

Breed:

ICSI Facility / Laboratory Name:

ICSI Facility Address:

ICSI Facility Contact / Phone:

2. BREEDING FEE & BOOKING FEE

2.1 The Breeding Fee for this ICSI Agreement shall be \$3,500.00, which includes a non-refundable Booking Fee of \$600.00 payable upon execution of this Agreement. The Booking Fee is earned in full upon execution of this Agreement, regardless of outcome, and reserves the Mare's place for the Contract Year breeding season.

2.2 The balance of the Breeding Fee shall be paid in full, together with any other fees due, BEFORE shipment, release, or transfer of any embryo shall take place. NO EMBRYO WILL BE RELEASED OR SHIPPED UNTIL ALL FEES ARE PAID IN FULL — NO EXCEPTIONS.

2.3 ALL ADDITIONAL EMBRYOS retrieved from the ICSI procedure, whether transferred fresh or Cryopreserved/Vitrified, shall be charged an additional Breeding Fee of \$3,500.00 or most current published breeding fee, whichever is greater, per embryo, payable upon a positive thirty (30) day pregnancy check of the recipient mare, or, for Cryopreserved/Vitrified embryos, in the breeding season in which they are implanted. Cryopreserved/Vitrified embryos not paid for and/or implanted in the same year as this Agreement shall be charged at the then-current year's Breeding Fee rate.

2.4 Mare Owner shall be solely responsible for: (a) obtaining and furnishing the oocyte(s) to the ICSI Facility; and (b) all expenses associated with oocyte retrieval, the ICSI procedure, shipping (including shipment of frozen semen if not already located at the ICSI Facility), embryo transfer, recipient mare(s), and embryo storage.

2.5 A straw fee of \$500.00 will be assessed when frozen semen is utilized for the ICSI procedure, in addition to all other fees.

2.6 All payments shall be made payable to Amanda Smith Performance Horses. Payments may be made by check, money order, or credit card (Visa, MasterCard, American Express, Discover). A 4% processing fee applies to all credit card transactions. By providing credit card information below, Mare Owner authorizes Stallion Owner to charge the card on file for all fees due under this Agreement, including all charges arising from positive 30-day pregnancy checks under Section 3.

2.7 Should it be necessary for Stallion Owner to employ an attorney to enforce any term of this Agreement or to collect any amount owed, Mare Owner shall pay all attorneys' fees, paralegal fees, accountant fees, and any other costs or expenses incurred by Stallion Owner.

CREDIT CARD AUTHORIZATION

Card Number: Exp: CVV:
 Name on Card: Billing Zip:
☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

3. NOTIFICATION REQUIREMENTS

Mare Owner / Lessee / Agent agrees to the following notification requirements. Each item must be initialed separately. Failure to comply with any item below may result in late fees as described in Section 4, denial of a breeder's certificate, and/or an unregistrable foal.

- Stallion Owner MUST be notified of the total number of embryos produced from the ICSI procedure AND the total number of embryos transferred into recipient mares. Initial:
- Stallion Owner MUST be notified of the total number of embryos Cryopreserved/Vitrified within fourteen (14) days after the ICSI procedure is performed. Initial:
- Stallion Owner MUST be notified each time a Cryopreserved/Vitrified embryo is transferred into a recipient mare. Initial:
- Stallion Owner MUST be notified of ALL 30-day positive pregnancy checks achieved, for every recipient mare, without exception. Initial:
- Stallion Owner MUST be notified BEFORE any recipient mare departs the ICSI Facility or breeding facility. Initial:
- Mare Owner / Lessee / Agent authorizes Stallion Owner to immediately charge the credit card on file for the applicable additional Breeding Fee upon ANY 30-day positive pregnancy check achieved under this Agreement. Initial:
- Mare Owner is solely responsible for notifying Stallion Owner, by August 1 of the Contract Year, of any and all breeding/foaling dates for any recipient mare in foal, in order for that mare to be placed on the Stallion Breeding Report. Initial:
- Mare Owner acknowledges that any deviation from the terms of this Agreement, including any notification requirement, may result in an unregistrable foal, for which Stallion Owner shall bear no responsibility. Initial:

4. MULTIPLE EMBRYOS & LATE FEES

4.1 The Breeding Fee paid under Section 2 is for one (1) foal for this breeding season from the named Mare. Should more than one embryo or foal result from the ICSI procedure, Mare Owner shall pay the additional Breeding Fee described in Section 2.3 for each additional embryo, due at ANY 30-day positive pregnancy check. No breeder's certificate for any foal shall be issued without such additional payment.

4.2 Failure to notify Stallion Owner of ALL 30-day positive pregnancy checks, as required under Section 3, may result in a late fee of \$1,000.00 per embryo before a breeder's certificate will be issued.

4.3 An additional late fee of \$250.00 will be assessed to Mare Owner to add an additional mare's name to the Stallion Breeding Report if: (a) the mare's in-foal status is not reported within 30 days of confirmation; (b) breeding/foaling dates are not supplied to Stallion Owner; and/or (c) the Breeding Fee has not been paid in full prior to August 1 of the Contract Year.

4.4 Breeder's certificates may be withheld if Stallion Owner is not notified by August 1 of the Contract Year of any additional Cryopreserved/Vitrified embryo and/or any additional positive pregnancy in a recipient mare.

5. LIMITED LIVE FOAL PROVISION

5.1 Mare Owner shall be entitled to a return ICSI breeding for the season immediately following the original contract season ONLY, in the absence of a "live foal" (defined as a foal that stands, nurses, and lives for twenty-four (24) hours), subject to the following conditions:

- Proper written notification — a certification by a licensed veterinarian within seven (7) days confirming the Mare slipped or produced a nonviable foal — must be provided to Stallion Owner;
- All booster vaccinations (including rhinopneumonitis) must have been administered to the Mare in the manner and frequency directed by the manufacturer throughout pregnancy. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THIS PROVISION;
- The Mare must not be sold prior to foaling, and Mare Owner must have complied with all instructions provided under this Agreement;
- This provision is contingent upon semen from the Stallion being available at the time of the return breeding, and does NOT apply to frozen/Cryopreserved embryos.

5.2 A rebreed fee of \$ plus all attendant expenses (oocyte retrieval, ICSI procedure, shipping, embryo transfer, recipient mares, etc.) shall be due before any return ICSI procedure is performed. This rebreed fee is non-refundable.

5.3 If Mare Owner fails to exercise the return-breeding right during the season immediately following the original contract season, all fees paid shall be forfeited, the return-breeding right is permanently cancelled, and Stallion Owner is released from all further obligations under this Agreement.

5.4 NO REFUNDS WILL BE ISSUED FOR ANY FEES PAID UNDER THIS AGREEMENT under any circumstances, except as expressly provided in Section 5 with respect to the additional Breeding Fee for multiple embryos under Section 4.1, which shall be refunded only if (a) no live foal results from that specific additional embryo, and (b) Mare Owner has complied with the proper notification requirements of Section 5.1.

6. FROZEN / CRYOPRESERVED EMBRYOS

6.1 If Mare Owner elects to freeze (Cryopreserve/Vitrify) any embryo(s) resulting from this Agreement, such embryo(s) may only be implanted within the two (2) breeding seasons immediately following the original contract season. No more than three (3) foals resulting from frozen embryos under this Agreement may be registered in any single year.

6.2 Frozen embryos produced under this Agreement may NOT be sold, gifted, leased, or otherwise transferred to any third party without the express prior written consent of Stallion Owner.

6.3 All notification requirements of Section 3 apply equally to frozen embryos, including notification of cryopreservation within fourteen (14) days, and notification before any transfer into a recipient mare.

6.4 Cryopreserved/Vitrified embryos not implanted and paid for within the timeframe described in Section 6.1 shall be charged at the then-current year's Breeding Fee rate, as described in Section 2.3.

7. BREEDER'S CERTIFICATE & GENETIC DISCLOSURES

7.1 Upon notification of the birth of a live foal, full and final payment of all fees and expenses, and performance of all other obligations of Mare Owner under this Agreement, Stallion Owner shall issue or release online one (1) breeder's certificate to Mare Owner for each foal for which all applicable fees have been paid. No breeder's certificate shall be issued until all of the foregoing conditions have been satisfied.

7.2 The owner recorded on the Mare's registration papers will be the owner recorded on the Stallion Breeding Report. A copy of the registration papers (both sides) for the Mare MUST accompany this signed Agreement.

7.3 Genetic Panel: The Stallion has been tested N/N (negative) for HERDA, HYPP, GBED, PSSM1, MH, and IMM, unless otherwise disclosed in writing by Stallion Owner.

8. STALLION INCENTIVE PROGRAMS

Stallion Owner reserves the right to participate or not participate in any incentive, futurity, or nomination program, with or without notice to Mare Owner, and Mare Owner's participation in or eligibility for any such program is not guaranteed by this Agreement.

9. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

9.1 NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT, THE SEMEN, OOCYTE, OR EMBRYO(S) PROCESSED, OR ANY ICSI PROCEDURE PERFORMED UNDER THIS AGREEMENT, NOR IS ANY WARRANTY MADE THAT THE PROCEDURE WILL RESULT IN A VIABLE EMBRYO, PREGNANCY, OR LIVE FOAL.

9.2 Stallion Owner shall not be responsible for the acts, omissions, fees, or performance of any ICSI Facility, veterinarian, recipient mare program, or other third party engaged by Mare Owner. Mare Owner hereby releases and forever discharges Stallion Owner and its agents, employees, and representatives from any and all liability, damages, claims, causes of action, or losses arising from the ICSI procedure, oocyte retrieval, embryo transfer, recipient mares, this Agreement, and any shipment or handling of semen or embryos, including but not limited to consequential damages, lost breeding opportunities, or lost profits.

9.3 Mare Owner acknowledges that Stallion Owner has not made and does not make any representation or warranty as to the quality, conformation, health, or characteristics of any resulting foal, or that any foal will be free of any infirmity, conformation defect, disease, or inherited trait.

9.4 In any dispute between Mare Owner and Stallion Owner not otherwise governed by a specific provision of this Agreement — including but not limited to any dispute alleging that Stallion Owner has breached this Agreement — Mare Owner's total recoverable damages, costs, expenses, and attorneys' fees, whatever the nature of the dispute, shall be strictly limited to the actual total Breeding Fee paid under this Agreement. In no event shall Stallion Owner be liable for any consequential, incidental, indirect, special, or punitive damages.

10. GENERAL PROVISIONS

- (a) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, representations, warranties, and agreements, whether oral or written.
- (b) Amendment. This Agreement may not be amended except by a written instrument signed by both parties.
- (c) Non-Assignment. This Agreement may not be assigned or transferred by Mare Owner in any manner without the express prior written consent of Stallion Owner. Any purported assignment without such consent is void.
- (d) Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. All disputes arising under or relating to this Agreement shall be litigated exclusively in the state or federal courts of Onondaga County, New York, and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of those courts.
- (e) Waiver. Stallion Owner's failure to require performance of any provision shall not affect Stallion Owner's right to require performance at any later time, nor shall any waiver of a breach constitute a waiver of any subsequent breach or of the provision itself.
- (f) Attorneys' Fees. Should Stallion Owner be required to employ an attorney to enforce any term of this Agreement or to collect any amount owed hereunder, Mare Owner shall pay all attorneys' fees, paralegal fees, accountant fees, and any other costs or expenses incurred by Stallion Owner.
- (g) Authority. The person executing this Agreement on behalf of Mare Owner represents and warrants that he or she is fully authorized to do so.
- (h) Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity of that provision shall not affect the validity of any other provision of this Agreement, and the remaining provisions shall continue in full force and effect.
- (i) Counterparts. This Agreement may be executed in any number of counterparts, which together shall be considered a single agreement, and may be transmitted by text, email, fax, or other electronic means, with signatures binding upon the party so signing.
- (j) Binding Effect. This Agreement shall become binding when: (i) Mare Owner has provided a credit card and/or check and/or paid the Booking Fee, and has sent Stallion Owner a signed copy of this Agreement together with a copy of Mare Owner's agreement with the ICSI Facility and a copy of the Mare's certificate of registration (and, if applicable, lease documentation); and (ii) Stallion Owner signs and accepts this Agreement and so notifies Mare Owner.
- (k) Headings. Section headings are for convenience only and shall not affect interpretation.

11. SIGNATURES

By signing below, each party certifies that they have read, understand, and agree to all terms of this ICSI Agreement.

MARE OWNER / AGENT

Signature:

Printed Name:

Date:

STALLION OWNER

Signature:

Printed Name:

Date:

EXHIBIT A — MARE OWNER BILLING & CONTACT INFORMATION

Please print legibly. PLEASE SIGN AND RETURN ALL PAGES OF THIS CONTRACT. Stallion Owner will process and return a countersigned copy via email — please provide a correct and current email address.

OWNER INFORMATION

Owner Full Name:

Mailing Address:

City / State / Zip:

Cell Phone:

Email:

CREDIT CARD INFORMATION

With my signature below, I authorize Stallion Owner to charge the credit card below — or any additional credit card I may provide by phone, email, or text — for all fees due under this Agreement, including all charges described in Section 3 arising from positive 30-day pregnancy checks. I agree that a 4% processing fee will be added to all credit card charges.

☐ Visa☐ MasterCard☐ Discover☐ American Express

Name on Card:

Billing Address / Zip:

Card Number:

Exp. Date / Security Code:

Mare Owner / Agent Signature — Credit Card Authorization:

Phone: