

**EMBRYO COLLECTION AND TRANSPLANT AGREEMENT**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BETWEEN:**

**BOVA-TECH LTD.**, an Alberta Corporation, Box 80142, Airdrie, AB T4B 2V8 (referred to in this Agreement as “**BTL**”)

-and-

\_\_\_\_\_  
(referred to in this Agreement as the “**Owner/Agent**”)

This agreement, in part affects the following animals(s) upon which the “Owner/Agent” requests “BTL” to perform embryo collection and transplant services, and also effects embryos previously produced and/or stored at “BTL”.

TATTOO \_\_\_\_\_ TATTOO \_\_\_\_\_ TATTOO \_\_\_\_\_  
TATTOO \_\_\_\_\_ TATTOO \_\_\_\_\_ TATTOO \_\_\_\_\_  
Total Recipient(s): \_\_\_\_\_

Such cow(s) being referred to in this Agreement as the “**Donor(s)**” and/or “**Recipient(s)**”.

With the full intention to enter into a legally binding contract and in exchange for services and fees between the parties as described below, “BTL” and the “Owner/Agent” agree as follows:

1. “BTL” agrees to use its reasonable best efforts to provide any or all of the following services to the “Owner/Agent”; (i) Synchronization of, superovulation of, and embryo collection from the “Donor(s)”; (ii) embryo freezing and storage of embryos collected; and (iii) embryo implantation. The “Owner/Agent” agrees to pay fees in exchange for such services, all in accordance with the terms of this Agreement.
2. \_\_\_\_\_ **Housing Donor(s)**. The “Donor(s)” will be housed at any of BTL’s transplant facilities (referred to in this Agreement as “BTTF”) prior to and during the embryo collection process, unless other arrangements have been agreed to by “BTL”.
3. **Semen**. The “Owner/Agent” shall pay for all costs associated with semen purchases, handling, shipments and return of semen transport tank to suppliers, if applicable. “BTL” must receive the semen prior to superovulation programming of the “Donor(s)”. A minimum of three (3) units of semen are required for each superovulation.
4. **Registration Papers**. The “Owner/Agent” agrees to supply “BTL” with a legible photocopy of the “Donor(s)” registration paper(s) and a full transplant history, prior to or at the time of delivery of the “Donor(s)” to “BTTF”.
5. **DNA Marker Typing or Blood Typing**. All “Donor(s)” shall be DNA marker typed or blood typed in accordance with their respective breed association standards. This must be completed prior to or at the time of rendering the embryo transfer services. The “Owner/Agent” will be responsible for the costs associated with the DNA marker typing or blood typing.
6. **Warranties**.
  - a. The “Owner/Agent” acknowledges and understands that there are **multiple risks** inherent in agriculture, including the feeding and boarding of “Donor(s)” and “Recipient(s)”, processing, freezing and thawing of semen and embryos, in transportation of “Donor(s)”, “Recipient(s)”, semen and embryos, and the

techniques of artificial insemination and embryo transfer. Under no circumstances shall "BTL" be liable for any losses, claims, costs, expenses, direct or special damages, nor any indirect or consequential damages, or any other damage or loss resulting from the use, handling, removal, transfer, storage and transport, of embryos or semen, the care of the "Donor(s)" and /or "Recipient(s)" and any offspring thereof, the health status of the mentioned animals now and in the future.

- b. **NO WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE, NOR OF MERCHANT ABILITY OF EMBRYOS, SEMEN, "DONOR(S)", "RECIPIENT(S)", OR SERVICES, OR ANY OTHER EXPRESSED OR IMPLIED WARRANTY, SHALL EXIST EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.**

**7. Insurance.**

- a. The "Owner/Agent" hereby agrees to maintain any and all insurance as "Owner/Agent" may deem appropriate on resident "Donor(s)" and/or "Recipient(s)" and any offspring thereof, as well as any frozen embryos and semen stored on, or shipped to or from, "BTL's" premises. The "Owner/Agent" understands that insurance may or may not be available for shipping of the embryos and/or semen by common carrier, and expressly assumes the risk of loss thereof. **The "Owner/Agent" further agrees that "BTL" will not provide any insurance coverage on ANY of the "Owner/Agent's" property and that "BTL" is released from any and all liability for risk of loss** for any reason including but not limited to tank failure, death, acts of God, injuries or damages resulting from care and handling, and natural and/or accidental disasters.
- b. It is further agreed that the "Owner/Agent" will not subrogate any claim for damages against "BTL". The "Owner/Agent" also agrees to, and does hereby, waive any claim or demand against "BTL", and agrees to hold "BTL" harmless from and against any and all liability and/or damages for injury, illness, or death of animals or persons while including "Donor(s)", "Recipient(s)", or offspring of each, for any reason while said animal(s) are at any of the "BTL" facilities and after they have left the facilities of "BTL".

**8. Embryo Storage Fee.**

- a. The "Owner/Agent" hereby agrees to pay the embryo storage fees established by "BTL" and printed on the "BTL" annual price list. Charges are made per embryo per six month period, charged on September 1<sup>st</sup> and March 1<sup>st</sup> of each year.
- b. Embryos that are received and/or produced by "BTL" from or for the "Owner/Agent" prior to the next billing date will be billed at a pro-rated fee based on the number of days until the next billing.
- c. Insurance against the loss of embryos, howsoever caused, is **NOT** included in the embryo storage fee. **Insurance is the sole responsibility of the "Owner/Agent".**
- d. The embryo storage fee is subject to change without notice.

9. **Transportation.** The "Owner/Agent" shall be responsible for the transportation of the "Donor(s)" and/or "Recipient(s)", semen, and embryos both to and from "BTL" facilities. "BTL" shall ship embryo(s) from designated "Donor(s)" upon authorization of the "Owner/Agent" subject to regulations of the place or country of destination. Expenses of the shipment, title, and risk of loss shall at all times be the responsibility of the "Owner/Agent". All shipments shall be made freight collect from "BTL" and received freight prepaid to "BTL". If other arrangements are to be made, "Owner/Agent" is responsible to establish in writing the specific requirements of transfer, which must be approved by "BTL".

10. **TERMS OF PAYMENT.** Payment is due in full upon receipt of the invoice. No embryos shall be released unless the "Owner/Agent" account is paid in full. "Donor(s)" housed at "BTTF" will not be released unless the "Owner/Agent" account is paid in full. The **Animal Keepers Act** is posted at "BTTF" and shall be enforced.

11. **INTEREST ON ARREARS.** All accounts are payable according to the terms set out in # 13. Overdue accounts as set out in # 13 shall bear interest at the rate of Eighteen (18%) percent per annum calculated monthly. All interest on arrears shall be added to the principal and bear interest at the foregoing rate.

12. The "Owner/Agent" agrees to pay any costs associated with palpation, breeding, housing and drugs used on "Donor(s)" left at "BTTF" to be re-bred after flushing.

13. **Security Interest/Lien.** In addition to any lien arising by operation of law, the "Owner/Agent" grants to "BTL" a continuing interest lien in and to all property of the "Owner/Agent" in the possession of "BTL" or which is/are otherwise the subject of this Agreement [including "Donor(s)", "Recipient(s)", the offspring of each, as well as frozen embryos(s) and semen] to secure the just value of all services rendered and expenses incurred by "BTL" hereunder, as well as for expenses incident thereto such as attorney fees, court costs, and other expenses relating to the enforcement of this Agreement. Such security interest shall be superior to any and all pre-existing security interest and/or liens, and shall remain in effect until all charges are paid.
14. The "Owner/Agent" agrees to assign ownership of all embryos stored by "BTL" and the "Donor(s)" and "Recipient(s)" cows housed at "BTTF" as security for the accumulated debt owed by the "Owner/Agent" to "BTL" for services provided in the past and in the future.
15. **Remedies in the Event of Default.** In the event of default by the "Owner/Agent", said "Owner/Agent" agrees that "BTL" has the right to retain possession of all "Donor(s)", "Recipient(s)", the offspring of each, as well as frozen embryos(s) and semen until outstanding charges are paid. "BTL" has the right to sell any products in its possession that "BTL" deems of value and apply the proceeds to the debt. "Owner/Agent" shall remain liable to "BTL" for any unpaid balance including attorney fees, court cost, and other charges relating to the enforcement of this Agreement.
16. "BTL" is not liable for any losses, claims, costs, expenses, damages, liabilities or personal injuries to the "Donor(s)" or "Recipient(s)". However, if the need for health care of any "Donor(s)" or "Recipient(s)" housed at "BTTF" arises, the "Owner/Agent" agrees that treatment will be carried out under the supervision of "BTL" at the "Owner/Agent" expense.
17. This Agreement shall remain in effect for as long as "BTL" maintains embryos and/or semen in storage, "Donor(s)" and/or "Recipient(s)" housed at "BTTF", and/or for as long as charges remain unpaid for which "BTL" has provided services.
18. Time is of the essence of this Agreement. This Agreement shall be governed and interpreted in accordance with the laws of Alberta and it shall be binding upon "BTL" and the "Owner/Agent" and each of their respective personal representatives, successors, administrators and assigns.

"BTL" and the "Owner/Agent" sign this Agreement with the intent of constituting a legally binding contract.

**I CERTIFY THAT I REPRESENT THE INTEREST OF, OR AM THE LEGAL OWNER OF THE ANIMAL(S) PREVIOUSLY LISTED, AND HEREBY APPLY FOR ET/AI SERVICES UNDER THE TERMS OF THIS AGREEMENT AS THE "Owner/Agent".**

\_\_\_\_\_  
**Owner/Agent Name**

\_\_\_\_\_  
**Owner/Agent Signature**

\_\_\_\_\_  
**Date**

**Bova-Tech Ltd.**

\_\_\_\_\_  
**Representative**

\_\_\_\_\_  
**Date**