

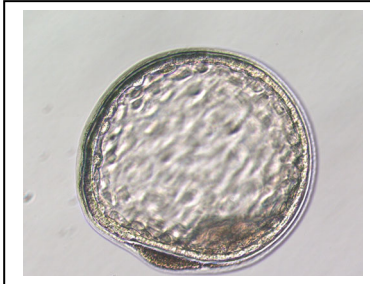
2026

Embryo Transfer and ICSI Programs

The advanced reproduction programs at Equine Medical Services have several options: 1. You can bring your mare to our facility for us to breed the mare and recover embryos for transfer or freezing; 2. You can bring your mare for oocyte recovery and ICSI with embryos transferred, shipped, or frozen; 3. You can have oocytes recovered at another facility, shipped to EMS for ICSI and embryos can be shipped back to another facility for transfer, or frozen, or; 4. For a limited number of mares oocytes can be shipped from another facility to EMS for ICSI and one embryo transferred into an EMS recipient mare. Fees vary somewhat between programs, but some common terms should be noted. The recipient mares provided by Equine Medical Services are leased to the owner once they are 30 days in foal. Alternatively, you can provide your own recipient mare, with some restrictions. EMS recipient mares are to be returned to Equine Medical Services within 6 months after foaling. There is a live foal guarantee for EMS recipients after the recipient mare is 30 days pregnant, the owner will receive a \$2,000 credit towards future embryo transfer services if the recipient loses the pregnancy. There is an annual enrollment fee for each in-house program, but not for the transported oocyte program. This enrollment fee is for each donor mare, is non-transferable, non-refundable, and good for the calendar year 2026 only. If foals from a donor mare will belong to different owners, it is less expensive if they are handled through one account, although if billing to different owners is desired, each owner will be required to fill out a contract and pay a nomination fee.

Standard In-House Embryo Transfer Program

The standard program has an annual enrollment fee of \$1,350 for the year 2026. This fee is designed to pay for routine management and ultrasound examination. Stallion fees, transportation of semen, registration, blood typing, etc. are the responsibility of the owner. Board fees for the donor mares vary with accommodations. Paddock board (with 3-4 other horses) is \$28.00 per day, stall board is \$28.00 per day, and mare and foal board is \$29.50 per day. The fee for each embryo collection flush is \$500, and \$300 to transfer each embryo. Once the recipient mare reaches 30 days gestation with a viable pregnancy, the owner leases her for \$4,850. Board and care of the recipient mare after 30 days are the responsibility of the owner, who is encouraged to pick her up at this time. Board for the recipient mare starting at 30 days is \$22.00 per day, from 60-90 days \$24.00 per day, and after 90 days of gestation recipient board will be \$26.00 per day.



ICSI Program

The ICSI

Program (Contract A) is set up in a similar manner to the Embryo Transfer Program. There is an initial entry fee into the program of \$1,350. This is to pay for normal breeding management of the donor mare, and is a one-time fee for the year, regardless of the number of pregnancies achieved. Each oocyte collection session is \$625. The fee for oocyte maturation is \$200 and ICSI is \$500. There is a \$950 fee for each blastocyst produced, and \$300 to transfer each embryo. Once a recipient mare reaches 30 days of gestation with a viable pregnancy there is a lease fee of \$5,800, but credit from the blastocyst fee will reduce the net lease to \$4,850.

The Oocyte Recovery and ICSI contract (Contract B) is for mares that are either housed at EMS or for “drive-through” aspiration mares for embryo production without the use of EMS recipient mares. There is no initial entry fee for this contract.

The Oocyte Recovery, ICSI, and ET contract (Contract C) is for “drive-through” aspiration donor mares where the owner would like to use EMS recipient mares. There is a \$1,000 entry fee for this contract.



Transported Oocyte ICSI Program

The Transported Oocyte for ICSI contract (Contract D) allows for ICSI for oocytes recovered at another facility and shipped to EMS with EMS shipping embryos back to the referring veterinarian or another center for transfer or freezing for future transfer. This program has no initial entry fee, oocyte maturation is \$200, ICSI is \$500, and there is a \$950 fee for each blastocyst produced.

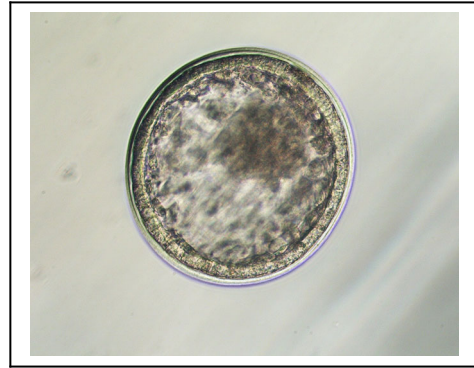
The Transported Oocyte for ICSI/ET contract (Contract E) allows for ICSI for oocytes recovered at another facility and shipped to EMS with EMS transferring one embryo into an EMS recipient mare. Additional embryos can be shipped to another facility or frozen for future use. If a pregnancy does not result from the first embryo transferred the owner can elect to ship oocytes again or transfer an embryo frozen from the first shipment. This program has a \$1,000 entry fee. The fee for oocyte maturation is \$200, ICSI is \$500, there is a \$950 fee for each blastocyst produced, \$300 to transfer each embryo and a recipient lease fee of \$4,850.

Embryo Transfer – A Summary

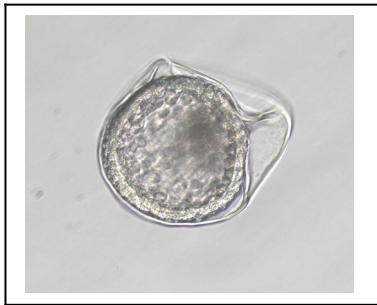
Equine embryo transfer has become a useful tool in the horse breeder's arsenal. Common uses include:

1. Obtaining more than one foal per year out of top producing mares;
2. Production of foals from mares in training or showing;
3. Production of foals from late-foaling mares, leaving them open over the winter for an early start the following spring;
4. Production of foals from mares with problems that prevent pregnancy, pregnancy maintenance, or foaling;
5. Production of foals from some otherwise barren mares.

During the breeding process the mares are examined daily to accurately determine the day of ovulation. Seven to eight days after ovulation a catheter inserted into the donor mare's uterus. The uterus is sequentially flushed with several liters of a special electrolyte/nutrient solution. The solution is passed through a filter from which the embryo is recovered using a microscopic search. After recovery and



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evaluation, the embryo is washed to remove any contaminants, placed in a nutrient medium, and either inserted through the cervix and into the uterus of a specially prepared recipient mare, or shipped to an embryo transfer facility. The first pregnancy checks are usually 5 and 7 days after transfer, which would be days 12 and 14 after ovulation.

Success rates for embryo transfer can be measured for two facets of the procedure: 1. Embryo recovery from the donor mare; 2. Pregnancy establishment in the recipient mare. Embryo recovery is usually the rate-limiting step in equine embryo transfer. Recovery

rates will vary with the individual mare's fertility; young mares can have very high rates, typically around 80% per cycle. Older mares with history of infertility, as a group, will have recovery rates around 30% per cycle. Individuals within these groups will have higher or lower recovery rates. Once the embryo is recovered, one can expect a pregnancy success rate of approximately 80% at 14 days, with about a 10% rate of pregnancy loss following that time.

Transfer Success 1998-2025 flushed embryos

In Clinic		Pregnancy/transfer	% Pregnant
	Grade 1 & 2	3,025/3,545	85.3%
	Grade 3	100/156	64.1%
Total In Clinic		3,125/3,701	84.4%
Transported			
	Grade 1 & 2	3,266/3,886	84.0%
	Grade 3	212/399	53.1%
Total Transported		3,478/4,285	81.2%
Overall Total		6,603/7,986	82.7%

Contract C
2026 Oocyte Recovery, ICSI, and Embryo Transfer with Recipient

This Contract made on _____, 20____, by and between **Equine Medical Services, Inc.**, a Missouri Corporation, hereinafter called “**EMS**”, and _____, hereinafter called “**Owner**”, both of whom are hereinafter called the “**Parties**”.

Recitals:

EMS is in the business of embryo production and transfer from oocytes via ICSI (intracytoplasmic sperm injection).

Owner desires to enter a contract with EMS for such services.

Therefore, the Parties agree as follows:

1. During the calendar year 2026, Owner shall deliver its mare, the “Donor Mare”, named _____, to EMS in Columbia, Missouri. Upon delivery, EMS shall initiate the process of oocyte collection. EMS shall attempt to recover oocytes from the Donor Mare, evaluate the oocytes, and if apparently healthy, fertilize the oocytes via ICSI, in an attempt to produce embryos. EMS will transfer up to one (1) embryo produced into an EMS-owned Recipient Mare under this contract. Surplus embryos produced in this manner will be, at Owner’s discretion and expense, frozen for future use, shipped to another facility, or transferred to a recipient provided by Owner. If a transferrable embryo is not produced in the initial attempt or if a pregnancy does not result, Owner may repeat the recovery of oocytes for another attempt, or thaw an embryo produced from the first attempt, repeating as necessary to produce a pregnancy.

2. Upon the signing of this Contract, Owner shall pay to EMS a \$1,000.00 non-refundable (under any circumstances) annual enrollment fee. Said fee shall be considered payment for **only** the following services: preparation of a Recipient Mare owned by EMS, embryo evaluation, processing, ultrasound pregnancy detection and Recipient Mare maintenance until 30 days gestation. The nomination fee is not transferable to another “Donor Mare” and will be good from February 1, through December 1, 2026 regardless of the total number or lack of embryos produced. The nomination fee for this “Donor Mare” is not transferable to another owner. Owner is responsible for, and agrees to pay for veterinary expenses of the recipient mare after 30 days of gestation.

3. Owner agrees to pay EMS \$625 for each oocyte collection procedure, \$200 for oocyte culture and maturation per cycle, \$500 for each ICSI (Intracytoplasmic Sperm Injection) session, and \$300 for the transfer of each embryo transferred into a Recipient Mare. Owner agrees to pay EMS \$950 for each blastocyst produced, whether transferred into a Recipient Mare or frozen. Owner agrees to pay EMS \$150 if a frozen embryo is subsequently thawed for transfer.

4. Owner understands that while this procedure has a good safety record, trans-vaginal follicular aspiration is an invasive procedure and carries inherent risk. That risk, while low, can include, but is not limited to, such things as infection, drug reaction, hemorrhage, injuries from horse behavior, and rectal perforation.

5. Upon each Recipient Mare reaching 30 days of gestation with a viable pregnancy, Owner shall pay to EMS \$4,850.00. EMS shall start charging boarding fees for the Recipient Mare after she reaches 30 days of gestation, at the rate of \$22.00 per day. The Owner may, and is encouraged to, transport the Recipient Mare any time after she reaches 30 days of gestation. Without prior arrangement, board for recipient mares after 60 days of gestation will be charged at the rate of \$24.00 per day and after 90 days of gestation board will be \$26.00 per day.

6. Owner shall return each Recipient Mare to EMS in good health within 6 months following foaling. If Owner is unable to so-return the Recipient Mare due to the death of the mare, Owner agrees to pay EMS \$2,000.00 (\$3,250 if the Recipient Mare is a draft or draft cross mare), and to supply EMS with a letter from the examining veterinarian stating findings at the time of the death of the Recipient Mare. If Owner fails to

return the Recipient Mare for any other reason Owner agrees to pay EMS \$5,000.00 (\$6,000.00 if the Recipient Mare is a draft or draft cross mare).

7. It is expected that each Recipient Mare will deliver a live foal (defined for this purpose as able to stand and nurse within 24 hours after birth). If a Recipient Mare loses the pregnancy after 30 days of gestation, the Owner will receive \$2,000 credit towards future embryo transfer services. The recipient mare must be returned and a letter from the examining veterinarian stating findings at the time of loss must be presented for the credit to be issued. No credit will be issued if the loss is due to an inherited genetic defect such as, but not limited to, lethal white syndrome.

8. EMS recommends to Owner that Owner insure Donor Mare, Recipient Mare and the embryo against all losses and risks of every kind, nature and description. Owner shall indemnify and hold EMS harmless with respect to said losses and risks. Owner also agrees to be financially responsible for veterinary expenses of the Recipient Mare after 30 days of gestation.

9. All notices required by this Contract shall be given as follows: if to EMS, then, Equine Medical Services, Inc., 5851 Deer Park Road, Columbia, MO 65201-9751; if to Owner, then the address shown at Owner's signature.

10. Owner understands and agrees that EMS is not responsible for the expense of transporting oocytes, semen, or containers. Further, Owner understands and agrees that EMS is not responsible for registration or blood-typing of the resultant foal.

11. Owner understands and agrees that many factors impact upon successful oocyte recovery, embryo production and/or implantation, and that although EMS shall use its best efforts to perform the services required by this Contract, EMS does not guarantee success of the procedures. If ICSI does not result in embryo production or establishment of a pregnancy, Owner's damages shall be limited to EMS's continuing obligation to complete the same subject to the following limitations (all at the Owner's sole expense and risk):

If by December 1, 2026, EMS is unable to recover an oocyte from the Donor Mare or a pregnancy fails to result from ICSI and transfer of an embryo into a Recipient Mare, EMS or Owner shall have the right to declare this Contract terminated. In such an event, Owner shall pay to EMS all sums due under this Contract. Thereafter the Parties shall have no further obligations to one another.

12. Owner acknowledges there is slight but inherent risk in production of embryos and handling and storage of embryos, semen, and oocytes, and, except in the case of willful misconduct or willful negligence of EMS, Owner agrees to indemnify and hold EMS harmless for any loss or damage to semen, oocytes, or embryos, damage by contamination, mishandling, or production of embryos with incorrect parentage. If embryos, semen, or oocytes are thawed, lost or damaged, or if embryos are produced with incorrect parentage, due solely to the willful negligence or willful misconduct of EMS, the maximum amount for which EMS may be responsible or liable is: a) for each straw of semen lost or damaged, the estimated value of the initial production costs to collect and process the semen; b) for each embryo that is lost or damaged, the estimated value of the embryo will be the fees charged by EMS at the time of its production; and c) if incorrect parentage is found from genetic analysis of embryo or foals resulting from embryos, the estimated value of the loss will be the fees charged by EMS for fertilization, embryo production, vitrification, and storage.

13. It is understood by the Parties that if the owner desires that an embryo be frozen, Owner will pay EMS \$300.00 for that service as well as a monthly storage fee. It is further understood that when the embryo is transferred to a Recipient Mare in the future Owner will pay the fees for embryo thawing, embryo transfer, and Recipient Lease currently in force at EMS for that year.

14. It is specifically understood and agreed between the Parties that if Owner desires an embryo to be transferred into a recipient mare and an appropriate recipient mare is not available at that time, that the embryo will be frozen and stored until it can be thawed and transferred into an appropriate recipient mare.

Owner agrees to pay all fees associated with freezing, storing, and thawing the embryo(s).

15. It is specifically understood and agreed between the Parties that if Owner desires embryo biopsy and Pre-Implantation Genetic Diagnosis (PGD), Owner will pay to EMS \$500.00 for that service. It is further understood by the Parties that the success of embryo biopsy and PGD relies on many factors and while EMS will use its best efforts toward the success of the procedures, EMS does not guarantee results of those procedures. The Parties agree that if a pregnancy is to be terminated before 30 days of gestation due to the results of PGD, Owner will pay EMS \$700.00 for the use of the recipient mare during that cycle.

16. Owner agrees to place a valid credit card on file with EMS for payment of the fees in this contract.

17. EMS reserves the right to refuse or suspend service when the Owner's account is past due.

18. It is specifically understood and agreed between the Parties that prior to the transporting of the Recipient Mare from EMS, all charges for services rendered in this Contract shall be paid in full. Further, by filing this Contract along with a detailed itemization of the unpaid charges owed to EMS by Owner, EMS shall have a possessory lien on the Recipient Mare and the fetus.

19. With regard to the transportation of the Recipient Mare(s), all risk of loss shall be borne by Owner and all transportation expenses shall be paid by Owner. Three business days notice must be provided to EMS by Owner prior to discharge of the Recipient Mare(s) to allow for processing of mares and paperwork. All Recipient Mare(s) shall be picked up and delivered during regular business hours. Owner agrees to pay EMS \$75 for each delivery or pick up not during regular business hours.

20. For all purposes, this Contract shall be deemed to be negotiated, made and signed in Boone County, Missouri and the laws of Missouri shall control. At EMS's election, any litigation regarding the Contract shall occur in Boone County, Missouri.

21. This Contract is the final and complete agreement of the Parties and there are no other terms of the Parties in agreement other than those contained in this document.

22. This Contract shall be binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

As Evidence of this Contract, the Parties have signed and dated this Contract as indicated below.

Owner's Signature

Authorized Representative of EMS

Dated: _____

Dated: _____

Owner's Address: _____

Owner's Telephone: _____

Email: _____

M/C/ Visa/ Discover/ Amex #: _____ Exp. Date: _____

CVV#: _____

Name on Credit Card: _____

Credit Card Billing Address (if different than above):

Preferred method of invoicing: email _____ or mail _____?

Donor Mare Registered Name: _____
Breed: _____ Age: _____ Height: _____ Weight: _____

Agent Information if applicable:

Person to contact with questions or pregnancy status of recipients:

Telephone: _____ Email: _____

Preferred method of contact: telephone _____ or email _____?