

CONTRACT FOR STORAGE OF FROZEN SEMEN

THIS AGREEMENT, made and entered into this ___ day of _____, 2011 (“Effective Date”), by and between Synbiotics Corporation, a wholly-owned subsidiary of Pfizer Inc., with a business address of 12200 NW Ambassador Dr Ste 101, Kansas City, MO 64163 (“Synbiotics”), and the individual or individuals listed and identified in Exhibit A, attached hereto (collectively, the “Owners”; each individually, an “Owner”).

WHEREAS, Owner owns or is authorized to act on behalf of the owner of the Animal(s) listed on Exhibit A, attached hereto;

WHEREAS, Owner may desire to have semen collected from the Animal(s) listed on Exhibit A and frozen by Synbiotics;

WHEREAS, Owner further desires to utilize Synbiotics for storage of frozen semen; and

WHEREAS, Synbiotics is willing to make available such services to Owner.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is AGREED as follows:

1. SERVICES

1.1 Freezing. Synbiotics may receive and freeze semen as directed by Owner from the Animal(s) listed on Exhibit B.

1.2 Storage. Synbiotics will store frozen semen as directed by Owner from the Animal(s) listed on Exhibit A or frozen semen provided by Owner. Such storage will be at the offices of Synbiotics. However, Synbiotics may elect to transfer such frozen semen to long-term storage facilities off site. Owner hereby authorizes Synbiotics, in its discretion, to transfer such frozen semen to long-term storage facilities off site. Synbiotics will notify Owner in advance of such transfer.

2. **FEES**. Owner shall pay the Fees set forth in Exhibit C.

3. **TERM**. The term of this Agreement shall commence on the Effective Date set forth above and shall continue, unless terminated earlier as provided herein, until the expiration of the Term set forth in Exhibit C. Upon the expiration or termination of the Agreement, Owner shall receive notice that frozen semen storage services will terminate and that the Owner needs to pick up or direct Synbiotics where to send Owner’s frozen semen. Failure to pick up or direct Synbiotics where to send Owner’s frozen semen, at the Owner’s costs, within ninety days after notice shall result in the destruction of frozen semen.

4. **OWNER’S WARRANTIES**. Owner represents and warrants that:

4.1 Ownership. Owner is the sole owner, or the Owners are the sole co owners, as the case may be, of the Animal(s) listed on Exhibit B and/or the semen furnished to Synbiotics or that Owner is authorized to act on behalf of the actual owner(s) of the Animal(s) and/or the semen furnished to Synbiotics.

4.2 Authority. Owner has the right, power, legal capacity and authority to enter into and perform Owner's obligations under this Agreement and no additional approval or consent of any person is necessary in connection with it.

4.3 In cases of semen transferred from semen-freezing centers other than Synbiotics, such semen shall be free of any diseases.

5. OWNER'S OBLIGATIONS. As a condition of Synbiotics's performance under this Agreement, the Owner agrees that:

5.1 In cases of semen transferred from semen freezing centers other than Synbiotics, Owner will deliver satisfactory proof of Animal registration, and a description of any other identifying marks, tattoos or microchip numbers to be listed in Exhibit B.

5.2 Owner will comply with the record keeping requirements of the applicable registration body with which the Animal(s) is registered.

5.3 At the time Owner contracts for a breeding using semen held by Synbiotics, Owner will give Synbiotics as much advance notice as reasonably possible ("Notice") in order to arrange shipping in the most economical fashion. Synbiotics requires at least two business days Notice for domestic breeding and at least 10 business days from the date of fulfilling the country's requirements for international shipments. In the event any information concerning the ownership of the Animal changes, Owner shall, at the time of such Notice, notify Synbiotics, in writing with reasonable detail, of such change, shall update the warranties provided in Sections 4.1 and 4.2, and shall obtain any and all consents of any such new owner or co-owner in connection with the transfer of the semen.

5.4 Owner will negotiate directly with owner of the female to be bred and collect any breeding fee; Synbiotics will not be responsible for collecting any breeding fees.

5.5 Frozen semen evaluation and storage charges, which are subject to change from time to time, will be promptly paid by the Owner when due.

6. LIMITATION OF LIABILITY.

6.1 Synbiotics shall perform its semen freezing and storage in a reasonable and professional manner. Synbiotics makes no representation or warranty that a successful birth will result from any breeding. Synbiotics recommends that Owner using trained veterinarians to conduct inseminations with frozen semen to maximize the chances of a successful breeding.

6.2 Synbiotics shall exercise reasonable care in storing semen. Synbiotics shall not be responsible for the acts or omissions of veterinarians or others who are not identified or recommended by Synbiotics; Synbiotics expressly disclaims any such liability.

6.3 Synbiotics shall not be responsible for loss or accidental thawing of semen which results from offsite storage failure, from any act by non-employees of Synbiotics (or its affiliates) who may be retained to transport semen, any acts by employees or agents of Synbiotics or its affiliates (unless such acts constitute gross negligence), or from any other cause beyond the reasonable control of Synbiotics, including, but not limited to acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning or war. If such event occurs, Synbiotics' sole liability will be the return of any prepaid fees. IN NO EVENT SHALL SYNBIOTICS BE LIABLE UNDER ANY LEGAL THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING THE VALUE OF ANY ANIMAL SEMEN, WHICH ARE HEREBY EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SYNBIOTICS HAS BEEN ADVISED OF EITHER THE POSSIBILITY OF SUCH DAMAGES OR OF THE VALUE OF THE SEMEN.

7. **DEFAULT.** Failure to promptly pay fees for collection, evaluation, freezing, and/or storage of frozen semen will cause this Agreement to be in default. Prompt payment means payment within thirty days of the due date of the payment. If this Agreement is in default, Synbiotics may (1), elect to terminate the Agreement with ten day's notice to Owner; or (2), permit Owner to cure the default within a ten day period following notice to the Owner. If Owner fails to cure the default, then this Agreement shall be terminated.

8. **INDEMNIFICATION.** Owner shall indemnify and hold harmless Synbiotics and its affiliates, veterinarians, employees, and agents from any and all claims, actions, lawsuits, expenses, including reasonable attorney's fees, and any other damages or monetary loss incurred in connection with the use of frozen semen in a breeding or otherwise.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof. Any previous agreement shall be superseded by this agreement.

10. **MODIFICATION AND BINDING EFFECT.** This Agreement may only be modified in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns.

11. **NOTICE.** Any notice required or permitted by this Agreement shall be in writing and shall be sent certified mail, return receipt requested, to the last known address of the party. It shall be Owner's responsibility to notify Synbiotics of any change in address. Notice shall be effective 3 days after deposit of the same into the United States Mail with sufficient postage attached to delivery to the parties at the above addresses.

12. ASSIGNMENT. Any assignment of this Agreement by Owner without the prior written consent of Synbiotics shall be void. No assignment shall relieve the assignor from any obligation hereunder.

13. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of New York. The parties agree that proper and sole forum for any legal action is the courts of New York.

14. COSTS. If any legal or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, this AGREEMENT is effective on the date first above written.

Synbiotics Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Synbiotics Corporation

EXHIBIT A

Owners

Name	
Address	
Telephone	
Email	

Name	
Address	
Telephone	
Email	

Name	
Address	
Telephone	
Email	

Name	
Address	
Telephone	
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Name	
Address	
Telephone	
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Name	
Address	
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Name	
Address	
Telephone	
Email	

EXHIBIT B

For each Stallion collected under this Agreement:

STALLION 1

REGISTRATION

BODY: _____

REGISTERED

NAME: _____

REGISTRATION NUMBER: _____

TATTOO/CHIP: _____

COLOR &

MARKINGS: _____

BREED: _____

STALLION 2

REGISTRATION

BODY: _____

REGISTERED

NAME: _____

REGISTRATION NUMBER: _____

TATTOO/CHIP: _____

COLOR &

MARKINGS: _____

BREED: _____

STALLION 3

REGISTRATION

BODY: _____

REGISTERED

NAME: _____

REGISTRATION NUMBER: _____

TATTOO/CHIP: _____

COLOR &

MARKINGS: _____

BREED: _____

STALLION 4

REGISTRATION

BODY: _____

REGISTERED

NAME: _____

REGISTRATION NUMBER: _____

TATTOO/CHIP: _____

COLOR &

MARKINGS: _____

BREED: _____

STALLION 5

REGISTRATION

BODY: _____

REGISTERED

NAME: _____

REGISTRATION NUMBER: _____

TATTOO/CHIP: _____

COLOR &

MARKINGS: _____

BREED: _____

STALLION 6

REGISTRATION

BODY: _____

REGISTERED

NAME: _____

REGISTRATION NUMBER: _____

TATTOO/CHIP: _____

COLOR &

MARKINGS: _____

BREED: _____

STALLION 7

REGISTRATION

BODY: _____

REGISTERED

NAME: _____

REGISTRATION NUMBER: _____

TATTOO/CHIP: _____

COLOR &

MARKINGS: _____

BREED: _____

STALLION 8

REGISTRATION

BODY: _____

REGISTERED

NAME: _____

REGISTRATION NUMBER: _____

TATTOO/CHIP: _____

COLOR &

MARKINGS: _____

BREED: _____

EXHIBIT C
FEES and TERM
[EQUINE]

Fees.

- There is a one (1) time origination fee of \$45 per stallion to register it in our systems.
- Pick up fees are waived for any pickup with one stallion and <100 straws for that stallion. If there are additional stallions with <100 straws then there is an additional \$60 fee per additional stallion with <100 straws. If there are greater than 100 straws per stallion please call for pricing for the additional straw fee per stallion/s.
- Synbiotics charges twenty five dollars (\$25.00) monthly, per equine Animal for frozen semen storage services on site up to 250 Straws. Please call for additional straw storage pricing.
- All fees for long-term semen storage will be billed from the date of arrival of the Animal at the storage facility.
- Domestic shipping costs three hundred and twenty five dollars (\$325.00) which includes preparation for shipment, vapor shipper rental, overnight priority delivery, 3 day return delivery and freight. If a vapor shipper is not returned within 7 days there is a twenty five dollar (\$25.00) a day fee for each day the shipper is returned late. If unreturned, the charge is thirteen hundred dollars (\$1300.00) for replacement.
- Please call for fees for shipping internationally.
- Fees are subject to change at any time, upon reasonable notice to the Owner.

Term.

The Term of this Agreement shall commence on the Effective Date and shall continue on a monthly basis.

