Phone • 610-383-4717 Fax • 610-857-9106
info@ironspringfarm.com

Lowlands OLD- Two-Season Equine Embryo Transfer Breeding Agreement

This Two-Season Equine Embryo Transfer Breeding Agreement (the "Agreement") is entered into as of _____ by and between Iron Spring Farm, Inc., a Pennsylvania corporation ("ISF") with an address of 75 Old Stottsville Road, Coatesville, PA 19320 and the purchaser identified below (the "Purchaser") for the purpose of setting forth the terms and conditions pursuant to which Purchaser agrees to purchase, and ISF agrees to deliver, cooled semen ("Semen") from the stallion identified below (the "Stallion) during the Current Breeding Season (as defined herein) for Embryo Transfer. Embryo Transfer is defined as breeding a donor mare ("Donor Mare") with the Stallion's Semen and then transferring the resulting embryo(s) into a reproductively competent mare ("Recipient Mare") (the Donor Mare and Recipient Mare collectively, the "Mares") and resulting in a Live Foal, as defined herein.

PURCHASER INFORMATION		
Purchaser's Name:		
Address:		
Phone:	**(Primary Phone)**	**(Alt. Phone)**
Email:		

1. STALLION.

STALLION INFORMATION (the "Stallion")			
Stallion's Name:	**Lowlands OLD**	**Breed/Registration Number:**	**OLD / 276433330103216**

(a) The Purchaser shall have no right, title, or interest in the Stallion except as expressly set forth in this Agreement. All breeding under this Agreement is to be by artificial insemination.

(b) For purposes of this Agreement, the "Current Breeding Season" begins on **3.9.2026** and ends on **7.31.2026**, and the "Second Breeding Season," if any, begins on or about **3.8.2027** and ends on or about **7.30.2027**.

2. MARE.

DONOR MARE INFORMATION (the "Donor Mare")				
Donor Mare's Registered Name:			**Donor Mare's Barn Name:**	
Age:	**Breed:**		**Registration #:**	
PLEASE ATTACH A COPY OF YOUR DONOR MARE'S REGISTRATION PAPERS IF POSSIBLE.				
Registries Donor Mare is Approved with:			**Preferred Registry for Foal:**	
Donor Mare's Reproductive Status: (Foaling, maiden, Not bred prev. yr.			**Planned Month of Breeding:**	

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(a) A Breeding Soundness Exam prior to breeding, including a uterine culture and cytology, is recommended but not required for all mares.

(b) The Purchaser shall keep the Mares in good physical condition throughout pregnancy.

(c) Upon written consent by ISF, the Purchaser may substitute the Donor Mare if the Purchaser is unable to recover a viable embryo from the original Donor Mare or if the Recipient Mare is not able to become pregnant, upon written consent by ISF, which consent shall be provided in ISF's sole and absolute discretion. Complete information on the new mare must be supplied to ISF prior to requesting ISF's written consent. The substitution of a replacement mare does not extend the terms of this Agreement.

(d) It is the responsibility of the Purchaser to make necessary arrangements to prepare the Mares and the Purchaser bears all costs, responsibility, and risk associated with the Mares and the Embryo Transfer.

(e) In the case that multiple embryos are recovered from the Donor Mare at the same time, the additional embryos ("Additional Embryos") may be transferred to multiple recipient mares at the Purchaser's discretion. The Purchaser must notify ISF of any additional Pregnancies and an additional breeding fee ("Additional Breeding Fee") of $_____ will be due once the additional recipient mares are confirmed pregnant at 30 days after the transfer.

(f) Except as provided herein, Purchaser does not have the right to breed any mare other than the identified Donor Mare with Semen.

(g) If, during the Current Breeding Season or the Second Breeding Season, if any, the Purchaser wants to rebreed the Donor Mare with an additional allotment of Semen to achieve additional Pregnancies after the Recipient Mare has become Pregnant, then a new breeding agreement must be executed.

(h) Freezing of embryos and ICSI are not permitted under this Agreement.

(i) In the event that the Donor Mare dies or becomes unfit for breeding prior to a viable embryo being flushed and retrieved and prior to the termination of this Agreement, Purchaser can use a substitute donor with the written consent of ISF, in ISF's sole and absolute discretion.

3. FEES.

(a) Breeding Fee. The total breeding fee ("Breeding Fee") due is shown below. A non-refundable reservation fee ("Reservation Fee") of **$500.00** to confirm Purchaser's reservation of the Stallion for the Current Breeding Season and Second Breeding Season, if applicable, is due by Purchaser to ISF immediately upon the signing of this Agreement. The Reservation Fee shall be applied against and reduce the Breeding Fee.

BREEDING FEE:			
Breeding Fee:			
Sales tax: PA, FL & NJ	+		Only applicable in PA, FL & NJ
(Reservation Fee):		**($500.00)**	Charged to credit card authorized herein upon receipt of signed Agreement
Balance Due			Charged to credit card authorized herein at time of first order

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(b) Collection and Shipping Fees. The fees for collection of Semen and shipping expenses which together comprise the distribution fees ("Distribution Fees") are set out below and in ISF's Schedule of Breeding Fees on its website at www.ironspringfarm.com for the Current Breeding Season and are payable to ISF. The Distribution Fees will be charged to the Purchaser's credit card prior to each Semen shipment.

Shipping Semen from PA	
Client pick-up fee PA	$275.60 (including 6% PA sales tax)
FedEx Priority Shipping	$500 (Mon-Thur. collections) - $515 (Fri collections)
FedEx First Overnight Shipping	Price Upon Request

(a) Container Security. Semen is shipped in specialized containers which shall at all times remain the property of ISF. Each shipping container must be returned to ISF in good condition within the timeframe listed on the container and by the method specified in the container documents which are provided to Purchaser along with the Semen. A Late Fee, as set out in the Schedule of Breeding Fees, may be assessed to Purchaser's credit card for late return of the shipping container. Any loss or damage to the container will be the responsibility of the Purchaser and the repair or replacement cost will be charged to the Purchaser's credit card.

(b) Cancellation Fee. Purchaser agrees to pay a fee of $**225** upon the cancellation of any request for shipment of Semen received by ISF after collection is completed if ISF determines, in its sole and absolute discretion, that it cannot use the Semen for another client.

(c) Credit Card Required. ISF requires that the Purchaser provide valid credit card information to ISF for securing the Reservation fee and the Breeding Fee, payment of any late fees, loss or damage to the shipping container, cancellation fee, and for the billing of Distribution Fees prior to each shipment of Semen (collectively "Additional Service Fees"). Applicable sales tax will be charged with respect to each Fee hereunder.

Purchaser hereby authorizes ISF to directly bill the following credit card account number for all Additional Service Fees incurred in connection with this Agreement. ISF reserves the right to refuse to perform any service under this Agreement except upon its receipt of authorization of applicable charges to the following credit card account with respect to which the Purchaser is an authorized user:

CREDIT CARD INFORMATION			
Credit Card Number: VISA/MC/Discover/AmEx		**Expiration Date:**	
Account Holder Name:		**Security Code:**	
Account Billing Address:			

(f) **IN NO EVENT WILL SEMEN BE SHIPPED UNLESS ALL CHARGES AND FEES DUE AND PAYABLE HEREUNDER HAVE BEEN PAID IN FULL. THE PURCHASER AGREES NOT TO CONTEST ANY CHARGE MADE PURSUANT TO THIS AGREEMENT ON THE BASIS THAT THE DONOR MARE FAILED TO PRODUCE AN EMBRYO OR THE RECIPIENT MARE FAILED TO PRODUCE A LIVE FOAL OR OTHERWISE BECOME PREGNANT.**

4. SEMEN SHIPMENT AND ADMINISTRATION.

(a) All requests for collection and shipment of Semen must be made in accordance with ISF's "Semen Ordering Instructions" provided to the Purchaser upon execution of this Agreement.

(b) Upon payment of the Reservation Fee and the Breeding Fee and subject to other provisions herein, the Purchaser is entitled to shipments of Semen from the Stallion during ISF's Current Breeding Season until the Recipient Mare is Pregnant or the end of the Current Breeding Season, whichever occurs first. Should the Donor Mare fail to conceive or the Recipient Mare fail to sustain a pregnancy during ISF's Current Breeding Season, then Purchaser shall be entitled to receive shipments of Semen during ISF's Second Breeding Season pursuant to Section 7.

(c) In the event that ISF cannot provide Purchaser with Semen from the Stallion due to illness, injury, infertility, competition and travel schedule, death, sale of the Stallion, or for any other reason, ("Unavailability") on the date requested by Purchaser, and there has not been any Semen shipped or otherwise provided to Purchaser, then the Purchaser may elect (i) cooled semen from another ISF owned stallion of Purchaser's choice, subject to availability and approval of ISF or (ii) a refund of the balance of the Breeding Fee (in no event is the Reservation Fee refundable), and any other fees paid by Purchaser hereunder (except for the Reservation Fee), and cancellation of this Agreement or (iii) in the event of Unavailability on a date requested by the Purchaser, the Purchaser may elect Semen from the Stallion on the next earliest date ISF determines is reasonably practical in its sole and absolute discretion or on such other date as Purchaser requests, subject to the Stallion's availability. After the first allotment of any semen from any stallion has shipped or otherwise been provided to Purchaser, there will be no refund of Breeding Fees or any other fees already paid by Purchaser.

(d) If there is insufficient Semen to fill all requests made for a given day, ISF, in its sole and absolute discretion, will determine which requests will be honored first.

(e) Cooled Semen may not be frozen for future use.

(f) Except as provided herein, Semen provided under this Agreement may not be used to breed any mare other than the Donor Mare and may not be used to re-breed the Mare once a Live Foal has been produced, a Recipient Mare is pregnant or this Agreement terminates.

(g) The Purchaser assumes the risk of missed breeding opportunities due to problems with timing of the Donor Mare's ovulation, the Donor or Recipient Mare's fertility, transfer of the embryo to the Recipient Mare and shipping or handling of the Semen after it leaves ISF.

(h) Semen is typically available Monday through Friday *(no collections on weekends)*. The Stallion's proposed competition and travel schedule during the breeding season will be available at the beginning of each month to allow the Purchaser to plan for dates that the Stallion may be unavailable for collection. Whenever possible, semen is shipped overnight via Federal Express or UPS.

(i) Requests for Semen must be made by 8 PM Eastern Time of the day preceding collection and shipment or pick-up. ALL requests for Semen shipments must be made via TELEPHONE.

Late notifications will be accommodated if possible, but cannot be guaranteed.

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SHIPMENT DESTINATION INFORMATION		
Attention:		
Address:		
Special Delivery Instructions:		
Contact Information:	**(phone)**	**(email)**

VETERINARY INFORMATION (if different than Shipment Destination)		
Vet's Name:		
Clinic Name:		
Address:		
Contact Information:	**(phone)**	**(cell)**
	(email)	

5. PREGNANCY CHECKS. The Purchaser agrees to provide ISF confirmation of the Mare's pregnancy at 14-17 days and 30 days post-ovulation by ultrasound and at 60 days routine palpation or ultrasound post ovulation. ISF recommends additional pregnancy checks at 90 days post-ovulation and 120 days post-ovulation. The completed Mare Passport must be received by ISF not later than September 15th. If pregnancy checks are still pending at that time, the Mare Passport should be returned and written confirmation of additional pregnancy checks should be sent following each pregnancy check that occurs after September 15th.

6. BREEDING CERTIFICATE. Subject to the remainder of this Section, upon written confirmation of Pregnancy, ISF will issue a Breeding Certificate (if applicable) for the appropriate breed registry. In the case of two or more Embryo Transfers, no Breeding Certificate will be issued for additional Pregnancies until all Additional Breeding Fees due hereunder have been received by ISF. In order for ISF to issue a breeding certificate for the breeding contemplated under this Agreement, the Mares must be bred by a licensed veterinarian or a breeding technician approved by ISF. The same person must sign the Mare Breeding Passport. Failure to use a licensed veterinarian for insemination and pregnancy checks of the Mares is at the risk of the Purchaser.

7. SEMEN FOR THE SECOND BREEDING SEASON. Purchaser shall also be entitled to receive shipments of Semen for Second Breeding Season:

   (a) If, by the end of the Current Breeding Season, the Donor Mare has not produced an embryo or the Recipient Mare has not become pregnant as shown by the ultrasound results required pursuant to Section 5 and Purchaser provides ISF with a certification signed by a Veterinarian within ten (10) days of the ultrasound that includes the following:

      (i) Identification of the Donor Mare or Recipient Mare;

      (ii) Confirmation that the Recipient Mare did not become pregnant during the Current Breeding Season; and

(iii) Confirmation that the Donor Mare and Recipient Mare were kept in good physical and sound breeding condition throughout the Current Breeding Season; or

(b) If the Recipient Mare becomes Pregnant during the Current Breeding Season but suffers a loss of such pregnancy and Purchaser provides to ISF, within ten (10) days of examination of loss of pregnancy, a certification signed by a Veterinarian that includes the following:

(i) Identification of the Recipient Mare;

(ii) An explanation for the loss of pregnancy;

(iii) Confirmation that the Recipient Mare was provided reasonable general care and kept in good physical condition throughout the Current Breeding Season and the pregnancy; or

(c) If the Recipient Mare gives birth but fails to produce a "Live Foal" defined as a foal which stands and nurses within twenty-four (24) hours after foaling, and Purchaser verbally notifies ISF within forty-eight (48) hours of the foal's death and provides to ISF, within five (5) days of the verbal notification, a certification signed by a Veterinarian that includes the following:

(i) Identification of the Recipient Mare;

(ii) Verification of death of the foal by the Veterinarian;

(iii) An explanation for the foal's death;

(iv) The confirmation described in Section 7(b)(iii) above; and

(v) Confirmation that the Recipient Mare was properly cared for and monitored during the period of foaling in a manner adequate to reasonably insure detection of and attention to any foaling difficulties.

(d) For the avoidance of doubt, ISF's performance pursuant to this Section 7 is also contingent upon Purchaser's satisfactory compliance with all the terms and conditions of this Agreement, including, but not limited to, the requirements of Section 3 (Fees). In addition to the requirements in this Section, ISF shall require updated information and documentation pursuant to Section 2(a) as it deems appropriate in its sole and absolute discretion before providing a Second Breeding Season under this Section 7.

8. TERM AND TERMINATION. The "Term" of this Agreement shall commence on the effective date set forth on page one of this Agreement and shall continue until the earliest to occur of: (i) the completion of the Second Breeding Season, if ISF has approved one according to Section 7; (ii) the Recipient Mare, or any additional recipient mare, has given birth to a Live Foal sired by the Stallion; (iii) Purchaser's breach or failure to satisfy any applicable requirement under a term of this Agreement; (iv) the termination of this Agreement under any other Section hereof; or (v) inability to satisfy the conditions of Section 7 of this Agreement or sale of the pregnant Mare.

9. ASSUMPTION OF RISK, INDEMNIFICATION. The Purchaser assumes all responsibility for the care, custody, control and condition of the Mares throughout the breeding, pregnancy, foaling and suckling period, including all veterinary and other additional costs of breeding the Mares, and assumes all risk of loss or damage to the Mares and to any resulting foal, whether by death, disease, injury, infection or otherwise and assume all responsibility for the care, custody and control of the Semen once it has been shipped. The Purchaser acknowledges that breeding provides heightened physical risk to a mare and agrees to waive any claims against, indemnify, release and hold harmless ISF, SBS, and their respective directors, agents, employees and assigns, from any and all claims, demands, damages, actions, suits, attorney's fees and costs, obligations or liabilities of any kind that are in

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any way related to the Mares or to the breeding or insemination of the Mares. The Purchaser is solely responsible for purchasing and maintaining insurance on the Mares.

10. GENERAL TERMS. ISF's waiver of any breach or failure to insist on complete performance of any term under this Agreement is not to be construed as a general waiver as to the other terms or as to an ongoing waiver of the same term of this Agreement, and will not impair ISF's future right to enforce its rights hereunder. This Agreement constitutes the entire agreement between the parties with regard to the subject matter addressed herein, and there are no other understandings, representations, warranties, or agreements, oral or written. This Agreement may not be changed, modified or amended in whole or in part, except in writing, signed by both parties. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles, and the courts of the Commonwealth of Pennsylvania and the United States Courts for the Eastern District of Pennsylvania and shall have exclusive jurisdiction over any disputes arising hereunder.

11. WARRANTY. ISF is not responsible for lost, delayed, or damaged Semen and makes no representations or warranties of any kind with respect to any Semen furnished hereunder except that it is the Stallion's Semen, subject to Section 4(c)(i). ALL WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

12. NOTICES. Except as otherwise provided in this Agreement or as ISF may otherwise specifically direct, all notices and other communications provided under this Agreement shall be in writing and shall be sent via U.S. certified mail, return receipt requested, postage prepaid, or via reputable overnight carrier, postage prepaid. Such notices and communications shall be addressed to the parties at their respective addresses set forth above or such other address as either party may by notice as aforesaid designate.

13. NO WAIVER. ISF's failure to insist on any performance and any waiver of any breach of this Agreement is not to be construed as a waiver of ISF's rights or of Purchaser's obligations under any provision of this Agreement unless ISF specifically so provides in a signed writing attached hereto.

14. ASSIGNMENT. Purchaser may not assign or transfer this Agreement without the prior written consent of ISF.

15. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument as against any party whose signature appears hereon or for any other purpose.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have entered into this Agreement on the date first written above.

IRON SPRING FARM, INC. PURCHASER

By: _____ _____

Its Breeding Manager, as duly authorized