

GENERAL TERMS & CONDITIONS APPLICABLE TO FROZEN SEMEN EMPIRE STALLION'S SERVICE AGREEMENT

- This Agreement and any charges hereunder may not be assigned nor transferred without the written consent of Empire, and is valid only between Empire and the owner(s) and/or their agent(s) of mares bred under this Agreement. In the event said mare is sold privately or consigned for sale at auction, the service fee, if unpaid, shall immediately become due and payable prior to any sale by the breeder under this Agreement.
- Empire Stallions has the right to refuse service to any mare it deems unfit for breeding. Mare owners agree that mares bred under Agreement shall be healthy and in sound breeding condition.
- It is the responsibility of the owner of the mare to immediately notify Empire in writing if the mare dies or becomes unfit to be bred prior to or during the breeding season. Should the Stallion's frozen semen for any reason become unfit for use before or during the current breeding season, this Agreement shall be considered null and void except in respect of accrued expenses due Empire.
- Neither Empire Stallions, the Stallion's syndicate manager nor the owners of the stallion, make any representations as to a stallion's fertility, including but not limited to, its ability to cause a mare to become pregnant.
- The owner(s) and/or their agent(s) of the mare agrees that no claim will be made against Empire Stallions for any loss or damage which the owner may suffer arising from the death or injury to the mare named herein as a result of breeding under this Agreement.
- The owner(s), lessee(s) and/or authorized agent(s) of the mare bred under this Agreement or any subsequent owner shall not be entitled to register the resulting foal with any Harness Racing Authority until such time as all charges due to Empire have been paid in full.
- The owner(s) of the mare and/or their agent(s) agrees to breed the nominated mare to the requested Stallion for two cycles if required during the current breeding season. The undersigned and/or their agent(s) also agrees not to breed the nominated mare to any other stallion after only one cycle to the designated stallion in this Agreement unless there is a valid reason verified by a licensed veterinarian in writing.
- Once a signed Agreement has been received and approved by Empire, the above named mare must be presented for breeding to the requested Stallion at an Empire approved location. Should the mare fail to be presented for breeding without a timely written notice of cancellation of this Agreement to Empire, Empire reserves the right to invoice the Breeder under this Agreement for a charge equal to 20% of the Stallion's Advertised Service Fee.
- It is an expressed condition of this Agreement that following the insemination of the mare noted on the front of this Agreement that Empire Stallions is granted a lien over such mare and any progeny produced as a result of this Agreement. Such lien may be taken to recover a service fee and other costs including interest and collection costs should the Agent/Lessee/Owner of the mare default on the terms of this Agreement.
- Empire will invoice Stallion service fees to Breeders following confirmation of a 42-day positive pregnancy test to the Stallion. Each invoice will provide Breeders with the option of paying the agreed Service Fee(s) as noted on the front of this Agreement in full to Empire on or before April 1, 2022 or within seven (7) days of the birth of a live foal.

TERMS OF PAYMENT ON OR BEFORE APRIL 1, 2022

- All service fees not paid on or before April 1, 2022 will be re-invoiced to Breeders at the higher Pay On Live Foal Service Fee with all Pay On Live Foal Terms and Conditions applicable.
- Providing the agreed upon service fee has been paid in full prior to the mare foaling, should the mare prove not to be in foal, slip a foal, have a dead foal or the foal fails to stand and nurse unassisted or if the mare dies prior to foaling and Empire is notified immediately in writing by the Owner/Lessee/Agent of the mare and Empire is provided with a veterinarian certificate verifying the mare's failure to have a live foal, the Owner/Lessee/Agent of the mare will be entitled to a full cash refund of the paid service fee in lieu of a free return. Free Returns are NOT available for any Empire Frozen Semen Stallion.
- A Service Fee Refund will not be offered if a qualified veterinarian determines that the mare has not been properly cared for during her pregnancy and/or was not presented for foaling under controlled foaling conditions.
- A Service Fee Refund will not be provided for any mare who is subsequently transported outside of the country in which she was bred without the prior written consent of Empire Stallions or in the event that Empire is not the recipient of the service fee.

TERMS OF PAYMENT ON A LIVE FOAL BASIS

- A live foal shall be defined as a foal that stands, nurses and survives for a period of 24 hours from the time of birth.
- Pay On Live Foal Service Fees become payable to Empire within seven (7) days of the birth of a live foal. Failure to pay the service fee within seven (7) days of the birth of a live foal will result in any discounts being forfeited and full advertised service fees will apply together with interest, collection costs and a penalty of 20% of the advertised service fee.
- Providing that the Breeder of the mare fails to notify Empire of a foal result and fails to pay a timely Live Foal Service Fee, Empire shall presume that the birth of a live foal has occurred no later than one calendar year after the mare's last date of service and an invoice for the Full Advertised Service Fee will be provided to the Breeder for immediate payment. Proof of any mare's failure to have a live foal must be submitted to Empire in writing and authenticated by an approved semen base or veterinarian no later than fourteen (14) days after the mare's due date.
- A service fee refund is not available for any reason following the birth of a live foal who stands, nurses and survives for a period of 24 hours.

CONDITIONS APPLICABLE TO FROZEN SEMEN

- Semen will not be provided until a signed and completed Frozen Semen Service Agreement has been received and approved by Empire Stallions. Empire will confirm receipt and approval of your signed agreement via post, fax or email.
- Frozen semen cannot be utilized by any party prior to October 1, 2021 without the written consent of Empire Stallions.
- Empire Stallions reserves the right to limit the provision of frozen semen to one dose per cycle. Empire agrees to provide a minimum of four straws per dose per cycle for a maximum of two cycles per season per mare. Empire Stallions reserves the right to supply semen for approved mares and destinations only.
- The freezing of embryos and/or embryo transfers (E.T.'s) are not permitted under this Agreement unless pre-approved by Empire in writing.
- All frozen semen straws provided to mare owner(s) and or their agent(s) under this Agreement shall remain the property of Empire Stallions at all times prior to insemination use. Unused frozen semen straws also remain the property of Empire Stallions and may not be retained by mare owner(s) and/or their agent(s).
- The service fee relates to the provision of frozen semen only. All other costs including but not limited to scanning, insemination, vet fees, agistment, working fees, etc., incurred at the destination of the semen or where the mare is served, are the responsibility of the mare's owner(s) and/or their agent(s) of the mare and do not form part of this Agreement.
- Semen transport and storage containers and/or their contents that may have been tampered with or defects detected in semen that may have occurred after leaving the premises of Empire Stallions and/or their storage agent shall not be the responsibility of Empire Stallions.

THIS SERVICE AGREEMENT WILL BE GOVERNED BY THE LAWS OF NEW ZEALAND