



VETERINARY SERVICES AGREEMENT

This Veterinary Services Agreement (the “Agreement”), is made and entered into effective _____, 20____ (“Effective Date”) between OvaFlo Genetics, PLLC, an Oklahoma professional limited liability company, (“OvaFlo Genetics”) and the individual or entity identified on the General Client Information Sheet attached hereto and incorporated by reference herein (the “Client”) (OvaFlo Genetics and Client are collectively referred to as the “Parties”).

In consideration of the mutual covenants contained in this Agreement, the Client, therefore, agrees as follows:

1. **Agreement Overview.** This Agreement sets forth the terms under which the Client authorizes OvaFlo Genetics and their agents to perform the agreed upon services more fully described below.
2. **Services Provided.** The Client authorizes the veterinarians at OvaFlo Genetics and its assistants to examine and/or perform procedures to include initial health assessment, laparoscopic artificial insemination, surgical embryo collection, surgical embryo transfer, and semen collection. These procedures include, but are not limited to, the administration and maintenance of anesthesia and the performance of surgery or any treatment deemed necessary by the attending veterinarian.

The Client acknowledges and understands that there are risks involved in handling animals and in their veterinary medical treatment. The Client further acknowledges that there is no guarantee as to the result of any procedure performed by OvaFlo Genetics.

3. **Service Date.** OvaFlo Genetics shall perform services pursuant to this Agreement on the following date: _____, 20____ (the “Service Date”).

Ovaflo Genetics shall make reasonable efforts to perform the services on the Service Date. However, Ovaflo Genetics may reschedule due to unforeseen circumstances, including, but not limited to, inclement weather, emergencies, or other events beyond the control of Ovaflo Genetics.

4. **Capacity to Contract.** The Client represents, warrants, and affirms that the Client is either (i) the lawful owner of any animals that the Client presents to Ovaflo Genetics for laparoscopic or surgical procedures or (ii) the lawful owner's duly appointed representative.

5. **Payment.**

- 5.1. **Payment Terms.** The Client acknowledges and agrees that the final total cost of services cannot be accurately determined until after Ovaflo Genetics renders the services because the total cost depends upon the scope, duration, and complexity of the relevant procedures, as well as the cost of any necessary supplies or materials used in connection with the services. Upon completion of the services, the Client shall be issued an invoice detailing the total cost, payable within thirty (30) calendar days of receipt of the invoice ("Payment Deadline").

- 5.2. **Invoice Dispute.** Should the Client dispute any portion of the invoice, the Client shall give a reasonable explanation—specifying the nature of the dispute in reasonable detail—within five (5) business days of receiving the invoice. Failure to notify Ovaflo Genetics within this period constitutes acceptance of the invoice as provided.

- 5.3. **Method of Payment.** The Client shall make payment via online payment processor for services rendered by Ovaflo Genetics. The Client will receive the invoice, including a link to the payment processor, at the email address provided by the Client on the General Client Information Sheet.

- 5.4. **Alternate Payment Methods.** If the Client is, for any reason, unable to complete payment through the online payment processor, the Client may instead make payment by either cash or a cashier's check. The Client shall notify Ovaflo Genetics within five (5) business days of the Payment Deadline to elect an alternate payment method.

- 5.5. **Late Fee.** Ovaflo Genetics may charge the Client a late fee—equaling up to 6.50% of the outstanding balance—for failure to fulfill payment by the Payment Deadline.

Ovaflo Genetics may charge an additional late fee—equaling up to 6.50% of the outstanding balance—for each subsequent 30-day period during which any portion of the outstanding balance remains unpaid.

6. Requisite Credit Card Information.

6.1. Credit Card Information Precondition. The Client agrees to provide valid credit card information to Ovaflo Genetics on or before the Effective Date. Notwithstanding any other provision of this Agreement, Ovaflo Genetics reserves the right to delay or cancel scheduled services in response to the Client's failure to provide the required credit card information. If the Client is a repeat client, then Ovaflo Genetics may waive this credit card information requirement.

6.2. Failure to Pay. Ovaflo Genetics may charge the remaining outstanding balance to the credit card provided on file if the Client fails to make full payment of the invoice within ninety (90) calendar days of the Payment Deadline. By entering into this Agreement, the Client expressly consents to this charge and acknowledges that it is a condition of receiving the agreed upon services. Ovaflo Genetics may also suspend or terminate ongoing or future services for non-payment.

7. No Partnership. This Agreement shall not give rise to a partnership relationship between the Parties. Neither Party shall have the authority to bind the other without written consent.

8. Breach. If the Client fails to carry out any provision of this Agreement, then Ovaflo Genetics shall have the right to terminate this Agreement. Nothing contained herein constitutes a waiver Ovaflo Genetics' right to damages occasioned by the Client's breach of this Agreement.

9. Liability Waiver, Release, and Indemnification. For valuable consideration, the Client does hereby release and forever discharge Ovaflo Genetics, its servants, contractors, subsidiaries, affiliates, owners, lessors, lessees, consignors, consignees members, officers, employees, agents, representatives, assigns, and successors (collectively, "Released Parties"), and each of them, of and from any and all claims, demands, actions, causes of action, defenses, liabilities, damages, debts, contracts, and judgments, of any nature whatsoever known or unknown, fixed or contingent, related to any and all services performed by Ovaflo Genetics for the Client's animal(s) or Ovaflo Genetics' possession, custody or control of such animal(s) or the Client's property.

The Client understands and agrees that none of the Released Parties shall be liable for any injury or damage to any person, property, or animal(s) in OvaFlo Genetics' possession, custody, care, or control. The Client further agrees that each and every Released Party shall not be held liable for any costs or expenses incurred as a result of any services provided by OvaFlo Genetics to the Client's animal(s) or OvaFlo Genetics' possession, custody, care, or control of such animal(s).

The Client agrees to defend, indemnify, and hold harmless all Released Parties from any and all claims, demands, actions, suits, damages, liabilities, judgments, losses, finds, awards, penalties, expenses, and costs including, without limitation, attorney's fees, for (i) injury or death to other animal(s) in the possession, custody, or control of OvaFlo Genetics, and (ii) injury or death to any third party or any Released Party, to the extent caused by the Client, anyone acting on the Client's behalf, the Client's animal(s) or any of the Client's property, unless any of the foregoing is caused by the willful negligence or intentional acts of any Released Party.

10. Entire Agreement. This Agreement constitutes the final, exclusive agreement between the Parties on the matters contained in this Agreement.

11. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force if the essential provisions of this Agreement for each Party remain legal and enforceable.

12. Governing Law. This Agreement is entered into in and shall be governed, construed, and enforced in accordance with the laws of the State of Oklahoma, notwithstanding any choice-of-law or conflicts-of-law rules to the contrary.

13. Venue. In the event of litigation arising out of this Agreement, the parties agree that the venue for such litigation shall be the courts of the State of Oklahoma located in Tulsa, Oklahoma. The Parties irrevocably waive any objection, which either Party may now or hereafter have to the bringing of any such action or proceeding in the forum designated by this Agreement, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam jurisdiction.

14. Assignment and Delegation. No Party may assign a right to delegate any performance under this Agreement without the express, written permission of the other Party. A

purported assignment or purported delegation that is not in compliance with this provision is void.

15. **Successors and Assigns.** This Agreement binds and benefits the Parties and their respective permitted successors and assigns.

16. **Amendment in Writing.** The Parties may amend this Agreement only by a written agreement identified by the Parties as an amendment to this Agreement.

To evidence the Parties' assent to this Agreement, the Parties have executed and delivered this Agreement on the Effective Date stated in the preamble.

Ovaflo Genetics

Client

Dr. Jason Anton, DVM MS
Owner/Manager

Signature

Date

Printed Name

Date

[General Client Information Sheet Next Page]

GENERAL CLIENT INFORMATION SHEET

Name: _____ Phone: _____

Address: _____

Email: _____

ANIMAL INFORMATION

Species of Animals: _____

Number of Animals: _____

Health or Behavior Issues:

CREDIT CARD INFORMATION

Credit Card #: _____ CID: _____

Exp. Date: _____ / _____ Name on Card: _____

Signature: _____ Date: _____