

ProGenY

The ART Company - Assisted Reproduction Technologies in exotic species

ProGenY – Görlitz, Hildebrandt GbR , Römerweg 74, D – 10318 Berlin, Germany

SERVICES AGREEMENT

THIS SERVICES AGREEMENT („Agreement“) is made and entered into as of the 30.8.2019, between Zoo a Zamek Zlin-Lesna and ProGenY.

WITNESSETH:

WHEREAS, ZOO A ZAMEK ZLIN-LESNA desires to engage ProGenY as an independent contractor to perform the hereinafter described services in connection with **ZOO A ZAMEK ZLIN-LESNA**, and ProGenY desires to be so engaged.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

1. **SERVICES.** ProGenY shall perform artificial insemination in your African elephants as further described in.
2. **EXPENSES.** **ZOO A ZAMEK ZLIN-LESNA** shall not be responsible for any expenses incurred by ProGenY, if any, in the course of performing the Services. All expenses for travel, transportation, shipment of equipment and dialy expenses for meals and lodging are paid by ProGenY.
3. **FEES.** In consideration of the satisfactory performance of the Services, **ZOO A ZAMEK ZLIN-LESNA** shall pay ProGenY fee for the provided service.

INSEMINATION SERVICE FEE: ZOO A ZAMEK ZLIN-LESNA shall pay ProGenY overall **30,000 Euro** (thirty thousand, including all expenses) for three (3) independent insemination attempts in the selected elephant taking place during a four (4)-year period from the date of the contract.

4. **TRANSPORTATION.** ZOO A ZAMEK ZLIN-LESNA may either provide a rental car at ProGenY's expenses, or a ZOO A ZAMEK ZLIN-LESNA owned and operated vehicle, if necessary with driver employed by ZOO A ZAMEK ZLIN-LESNA.
5. **TERM OF AGREEMENT.** This Agreement shall commence on the 30.08.2019 of this Agreement, as hereinabove set forth, and shall expire/terminate upon: (a) the date of two confirmed pregnancies; or (b) the date of the end of the last (third) insemination attempt; or (c) four (4) year following the effective date of this Agreement, whichever shall first occur.
6. **INVOICES.** ProGenY shall invoice ZOO A ZAMEK ZLIN-LESNA, in a form satisfactory to ZOO A ZAMEK ZLIN-LESNA, following the effective date. The ZOO A ZAMEK ZLIN-LESNA will pay to ProGenY ten thousand (10,000) Euro after each insemination attempt. The remaining amount of money (difference to thirty thousand Euro) will be paid with expiration of this Agreement (see paragraph 5). It has been agreed between both sides, that the payments will cover ProGenY's expenditures such as travel and lodging and transportation of equipment. It has been agreed between both sides, that this will be no employer/ employee relationship and ProGenY will have no grounds to sue for money or wages beyond what has been agreed here.

ZOO A ZAMEK ZLIN-LESNA shall pay invoice, to the extent appropriate, within a 3 weeks period of time after receipt. All invoices should reference this Agreement and should be sent to the address mentioned above.

7. **OWNERSHIP OF PROGENY/MULTIPLE CONFIRMED PREGNANCIES.** All rights, title and interest in and to any progeny produced as result of this Agreement shall be and remain in ZOO A ZAMEK ZLIN-LESNA. In the event. Multiple confirmed pregnancies are produced as a result of this Agreement, the additional progeny so produced shall be and remain the sole of ZOO A ZAMEK ZLIN-LESNA.

8. **RESPONSIBILITIES/OBLIGATIONS.**

- 8.1 ProGenY shall be solely responsible for all salaries, employee benefits, social security taxes, federal and state unemployment insurance, and any and all similar expenses or taxes relating to ProGenY or its employees or agents.
- 8.2 The responsibilities to locate an appropriate semen donor for the Ais have ZOO A ZAMEK ZLIN-LESNA and ProGenY together. ZOO A ZAMEK ZLIN-LESNA is exclusively in charge of the observance of all international and governmental regulations necessary for collection and shipment/transportation of elephant semen (e.g. CITES).
- 8.3 ProGenY hereby warrants and represents to ZOO A ZAMEK ZLIN-LESNA that: (i) ProGenY has the experience, staff, skill, and authority to perform the Services; (ii) ProGenY is adequately financed to meet any financial obligation ProGenY may be required to incur hereunder; (iii) ProGenY has obtained all licenses and permits required to observe and perform the terms, covenants, conditions, and other provisions on ProGenY's part to be observed or performed under this Agreement; (iv) any material or work product provided by ProGenY under this Agreement shall not infringe upon any patent, trademark, or copyright, or otherwise violate the right of, any person, firm, or corporation; (v) ProGenY has obtained all necessary consents, permissions, or releases, and will timely make all payments to third parties, that may be required to provide the Services; and (vi) there is no actual or potential conflict or interest between Services to be performed by ProGenY under this Agreement and business, financial, or other interests, and ProGenY shall immediately notify ZOO A ZAMEK ZLIN-LESNA of any actual or potential conflict of interest of which ProGenY becomes aware during the term of this Agreement.

- 8.4** The **ZOO A ZAMEK ZLIN-LESNA** will provide medical equipment with the expectation of the tools to actually inseminate the cows, elephant keepers and authorised medical staff who will work alongside the ProGenY employees in the zoo. The zoo will prepare the elephant for the procedure and ensure their readiness.
- 8.5** Liability for damages occurring in the performance under this Agreement shall be assumed by the culpable party. Claims for damages by the parties hereto against animals or on other their senior staff and statutory defect, shall be excluded unless such claims are based on malicious intent or gross negligence. Similarly, the parties hereto may not assert claims against one other for damage arising from delay of performance, pre-contractual violation of the obligation of care, positive contractual violation or tort, unless such claims are based on malicious intent or gross negligence.
- 8.6** So long as ProGenY shall be credited for its participation under the terms of this Agreement, ProGenY further grants to **ZOO A ZAMEK ZLIN-LESNA** the right to photograph and make audio and video recordings of ProGenY (and any employees and agents of ProGenY, if applicable) during the Term of this Agreement. The right to refuse or break off any recording due to work safety reasons remains with ProGenY and of any ProGenY employees. **ZOO A ZAMEK ZLIN-LESNA** is, however, under no obligation to exercise said rights herein granted. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.
- 8.7** In order to inseminate the elephant ProGenY commits to share all their knowledge and abilities in order to ensure the success of the procedure. This right of scientific publication of data obtained under this agreement remains solitarily with ProGenY.
- 8.8** All personal property used in the performance of the Services by ProGenY shall remain ProGenY's property, and shall be placed in or around the Project at ProGenY's sole risk. **ZOO A ZAMEK ZLIN-LESNA** shall not be responsible for any loss (including theft) of or damage to any of ProGenY's personal property.
9. **SUSPENSION OR TERMINATION.** Anything herein to the contrary notwithstanding, **ZOO A ZAMEK ZLIN-LESNA** may, in its sole discretion and with or without cause, suspend or terminate this Agreement upon thirty (30) days prior written notice to ProGenY. In the event of termination, **ZOO A ZAMEK ZLIN-LESNA**'s sole obligation and liability to ProGenY, if any, shall be to pay ProGenY that portion of the fees earned by ProGenY prior to the effective date of suspension or termination.

10. **CONFIDENTIALITY**

- 10.1** **MAINTENANCE OF RECORDS.** ProGenY shall maintain all records in conjunction with the Services to be performed hereunder. The confidentiality of such records shall be maintained by ProGenY and the information therein shall not be disseminated or disclosed or made available to persons other than **ZOO A ZAMEK ZLIN-LESNA** without the prior approval of **ZOO A ZAMEK ZLIN-LESNA**, or as required by a court of competent jurisdiction.
- 10.2** **SURVIVAL.** The provisions of this Article shall survive the termination or sooner expiration of this Agreement.
11. **DETERMINATION OF DISPUTES.** This Agreement shall be construed and interpreted in accordance with the laws of the City of Berlin, Germany, without regard to conflicts of laws principles. Any legal proceeding of any nature brought by either party against the other to enforce any right or

obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder, shall be submitted for trial in Berlin.

12. **MISCELLANEOUS PROVISIONS.**

- 12.1 The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of **ZOO A ZAMEK ZLIN-LESNA** by ProGenY from any and all claims, demands and courses of action whatsoever which ProGenY may have against **ZOO A ZAMEK ZLIN-LESNA**.
- 12.2 The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersede all previous Communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change, alteration, or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions,
- 12.3 It is understood and agreed that ProGenY is acting as an independent contractor and not as **ZOO A ZAMEK ZLIN-LESNA**'s employee in the performance of the Services, although **ZOO A ZAMEK ZLIN-LESNA** shall have the right to make recommendations concerning the procedures employed by ProGenY in performing Services. Nothing herein contained shall be deemed to create an agency relationship between **ZOO A ZAMEK ZLIN-LESNA** and ProGenY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

30.8.2019

By:
Director, Zoo Zlin

By: , ProGenY

By: , ProGenY