



ProGenY

The ART Company • Assisted Reproduction Technologies in exotic species

ProGenY - Göritz • Hildebrandt GbR • Römerweg 74 • D - 10318 Berlin • Germany

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of the **01/09/2016**, between **ZOO A ZAMEK ZLIN-LESNA**, whose mailing address is, **ZOO A ZAMEK ZLIN-LESNA, PRISPEVKOVA ORGANIZACE , LUKOVSKA 112, 763 14 ZLIN 12, CZECH REPUBLIC** and **ProGenY**, whose mailing address is Römerweg 74, D-10318 Berlin, Germany.

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 inseminations in African elephant 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 daily 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 fifty thousand Euro (50,000) for five (5) independent insemination attempts in the selected elephants taking place during a four (4)-year period from the date of the contract.

Address

ProGenY – Göritz ! Hildebrandt GbR
Römerweg 74
D-10318 Berlin, Germany
Ust-IdNr.: DE813161673
Tax ID: 36/310/61236

Telephone / e-mail

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+49-173-9439530
progenyberlin@aol.com
progeny@t-online.de

Personel

Frank Goeritz, DVM, PhD &
Thomas Hildebrandt, DVM, PhD

Bank account

Berliner Volksbank
a/c 1006615003
Sort code 100 900 00

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 **01/09/2016** of this Agreement, as hereinabove set forth, and shall expire/terminate upon: (a) the date of the confirmed pregnancy in all three female elephants; or (b) the date of the end of the last (fifth) 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. With the signing of this agreement, the ZOO A ZAMEK ZLIN-LESNA will pay to ProGenY twenty thousand Euro (20,000), eighteen thousand Euro (18,000) for the first AI. The remaining amount of money (difference to fifty thousand Euro) will be paid 4 x 3,000. 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 each 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 following address:

**ZOO A ZAMEK ZLIN-LESNA
PRISPEVKOVA ORGANIZACE
LUKOVSKA 112
763 14 ZLIN 12
CZECH REPUBLIC
(Zoo address)**

7. **OWNERSHIP OF PROGENY/MULTIPLE CONFIRMED PREGNANCIES.** All rights, title and interest in and to any progeny produced as a 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 property of **ZOO A ZAMEK ZLIN-LESNA, PRISPEVKOVA ORGANIZACE, LUKOVSKA 112, 763 14 ZLIN 12, CZECH REPUBLIC.**
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 rights 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 of interest between the 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 exception 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. The right of scientific publication of data obtains 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.**

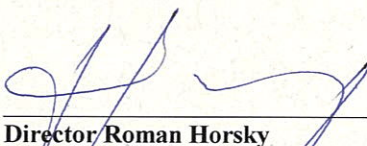
12.1 The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of ZOO A ZAMEK ZLIN-LESNA by ProGenY from any and all claims, demands and courses of action whatsoever which ProGenY may have against 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 the 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.

“ ZOO A ZAMEK ZLIN-LESNA ”

By:  (Sign)
Director Roman Horsky



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“ ProGenY ”

By:  (Sign)
Prof. T.B. Hildebrandt

By:  (Sign)
Dr. F. Göritz