

Agreement. **FOR CERTAINTY, THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS RELATED TO EMBRYOS, OOCYTES, CATTLE, OR SEMEN, PREVIOUSLY PRODUCED AND/OR STORED AT "BTL" (NOTWITHSTANDING SUCH EMBRYOS, OOCYTES, CATTLE, OR SEMEN ARE NOT REFERENCED IN THIS AGREEMENT), WHICH ARE NOW GOVERNED BY THIS AGREEMENT.**

- ☐ **Amendments.** No amendments, changes or modifications to any provision of this Agreement shall be valid unless evidenced in writing and executed by each of the Parties.
- ☐ **Waiver.** No relaxation, forbearance, failure or delay by "BTL" in enforcing any of the terms of this Agreement shall prejudice or affect any other rights of "BTL" hereunder, nor shall any waiver by "BTL" of any breach of this Agreement operate as a waiver of any subsequent or continuing breach of this Agreement. Any waiver of "BTL's" rights or remedies must be in writing.
- 22. **Enurement.** This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
- ☐ **Enforceability.** If any provision of this agreement is wholly or partially unenforceable for any reason whatsoever, such unenforceability shall not affect the enforceability of the remainder of this Agreement.
- ☐ **Ambiguities.** The Parties acknowledge that their respective legal counsel has reviewed or has had the opportunity to review and participate in settling the terms of this Agreement, and agree that any rule of construction to the effect that any ambiguity in this Agreement will be resolved against the drafting Party will not be applied to the interpretation of this Agreement.
- ☐ **Assignment.** The "Owner/Agent" shall not assign this Agreement or any interest herein to any person without the prior written consent of "BTL", which consent may be withheld in "BTL's" sole and absolute discretion. "BTL" shall be permitted to assign this Agreement or any interest herein to any person. Any assignment of this Agreement or any interest herein in violation of the foregoing shall be null and void.
- ☐ **Governing law.** This agreement shall be governed and construed and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without regard to principles of conflicts of law that would impose a law of another jurisdiction, and it shall be binding upon "BTL" and the "Owner/Agent" and each of their respective personal representatives, successors, administrators and assigns. "BTL" and the Owner/Agent" hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom.
- ☐ **Counterpart.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of this Agreement by facsimile or electronic mail constitutes valid and effective delivery. "BTL" and the "Owner/Agent" sign this Agreement with the intent of constituting a legally binding contract.

I CERTIFY THAT I REPRESENT THE INTEREST OF, OR AM THE LEGAL OWNER OF THE ANIMAL(S) PREVIOUSLY LISTED, AND HEREBY APPLY FOR ET/IVF/AI SERVICES UNDER THE TERMS OF THIS AGREEMENT AS THE "Owner/Agent".

Owner/Agent Name and Signature

Date

Bova-Tech Ltd. Representative

Date