



To be distributed by NAV to 3rd party

CONTRACT to be signed between Nordic Cattle Genetic Evaluation and a third party



1 PARTIES.

Nordic Cattle Genetic Evaluation (NAV)

An association under Danish Law, having its offices in Aarhus, Denmark, registered under CVR number 26525101 hereinafter referred to as “NAV”,

Third party,

An entity under xx Law, having its offices in xx, country, registered under number ... with the Trade Register of the Chamber of Commerce and Industry, hereinafter referred to as “requester”

2 Deliverables to Requester.

The members of the EuroGenomics Cooperative invite every owner of bulls dedicated to Artificial Insemination to ask for genomic breeding values on the country scale of all participating countries (France, Germany, the Netherlands, the Nordic Countries, Poland and Spain).

After submission of pedigree and genotype information, EuroGenomics can provide genomic evaluation services. Three kinds of genomic tests are available: This collaboration agreement is for FEE-system in EuroGenomics Collaboration.

If you also want to have GEBVs for the special Nordic traits: Young stock survival, Claw health, Saved Feed, General Health, and Growth then you also have to contribute agreement collaboration for these traits in a separate agreement.

2.1 EuroGenomics pre-screening test:

Where: requester (on behalf of the A.I. bull owner) has paid a fee of €150 to NAV and requester has sent pedigree and genotype information to NAV;

Requester will receive unofficial genomic breeding values based upon the Nordic scale for all Interbull traits and NTM index. The unofficial genomic breeding values will be provided once and will not be updated after every index run.

Bull birth id for requested screening test:

- | | | |
|----------|----------|----------|
| 1. _____ | 2. _____ | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |
| 7. _____ | 8. _____ | 9. _____ |



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2.2 EuroGenomics marketing test – 1 country scale

Where: requester (on behalf of the A.I. bull owner) has paid a fee of €1,150 to NAV and requester has sent pedigree and genotype information to NAV;

Requester will receive official genomic breeding values based upon the Nordic scale for all Interbull traits and NTM.

Bull birth id for requested Nordic scale marketing test:

- | | | |
|----------|----------|----------|
| 1. _____ | 2. _____ | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |
| 7. _____ | 8. _____ | 9. _____ |

2.3 EuroGenomics marketing test:

Where: requester (on behalf of the A.I. bull owner) has paid a fee of €2,000 to NAV and requester has sent pedigree and genotype information to NAV;

Requester will receive official genomic breeding values based upon Interbull traits on the Nordic scale and NTM index.

Requester will also receive official genomic breeding values based upon the French, German, Dutch-Flemish, Polish and Spanish scale and the respective Total Merit Index (ISU, RZG, NVI, PF, ICO).

The official genomic breeding values will be published on the country scale of all EuroGenomics Cooperative members (France, Germany, the Netherlands, the Nordic Countries, Poland and Spain), ranking on the related Total Merit Indexes will be visible and published on a joint website (www.eurogenomics.com).

The official genomic breeding values will be updated three times a year in April, August and December.

Bull birth id for requested Eurogenomic marketing test:

- | | | |
|----------|----------|----------|
| 1. _____ | 2. _____ | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |
| 7. _____ | 8. _____ | 9. _____ |

3 Requirements for Requester.

To benefit from the aforementioned genomic evaluation services, requester will have to comply with the following rules:

3.1 Genomic breeding values can be requested only for bulls fulfilling all of the following criteria:

- Belonging to Holstein breed;
- Older than 10 months of age at the time of the request;

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- Dedicated to Artificial Insemination (A.I.), with an A.I. code in at least one country and semen to be made available (when commercially available) for breeding programs of EuroGenomics partners; and
- Owned by an A.I. organisation.

3.2 Requester must provide a 54k genotype, Illumina chip or other approved chip by EuroGenomics members/or consortium to be used for official genomic breeding values, and respect the file format and schedule defined by NAV.

3.3 Requester authorizes NAV and other members of EuroGenomics Cooperative to use genotypes and therefore NAV and other members of EuroGenomics herewith are granted a non-transferrable license to use the Requester's genotypes for genomic evaluation, genetic tests, and research, such for an indefinite period and irrespective of any party's breach of this agreement.

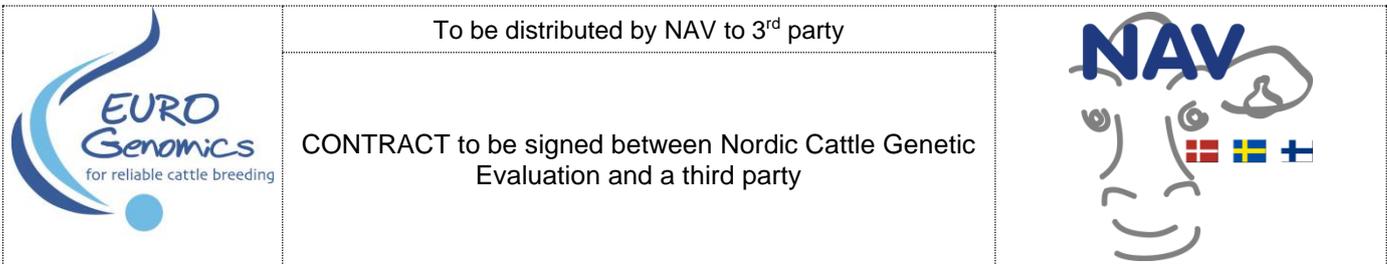
3.4 Requester is not allowed to use genomic breeding values on the Nordic scale for marketing purposes if the fee of €1,150/€2,000 has not been paid. If and when Requester is in breach hereof, i.e. uses any of NAV's genomic breeding values on the NAV's scale for marketing purposes without having paid the fee of €1,150/€2,000, Requester will incur vis-à-vis NAV an immediately payable penalty, which is not eligible for any set-off, of € 10,000 for each breach to be increased with € 1,000 per calendar day for each day the Requester continues such breach, such without prejudice to NAV's right to claim damages and to exercise any other rights with regard to any such breach by Requester, including the rights as mentioned in Clause 3.5 of this agreement

3.5 If it is discovered that the semen is marketed using unofficial genomic breeding values on the Nordic scale and the "marketing" fee of €1,150/€2,000 has not been paid, the requester should pay a penalty of €10,000 and will be excluded from the EG system for one year.

3.6 If and when Requester is in breach of any of its obligations pursuant to this Agreement, NAV has the right to exclude the Requester from the EuroGenomics fee system for at least one year and for any new request the Requester may have applied for, as a result of which (i) the Requester will no longer be qualified to use any of NAV's or other EuroGenomics members' data, i.e. the genomic breeding values, and (ii) the Total Merit Index and national genomic breeding values will no longer be published on any of the aforementioned country scales, both (i) and (ii) for such minimal period of one year, all this without prejudice to any other right that NAV in such event may exercise according to the applicable laws.

4 **Warranties & Limitation of liability.**

Although the data found using the genomic evaluation system of the EuroGenomics group or one of the members of the EuroGenomics Cooperative have been produced and processed from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. NAV shall not be held liable for any improper or incorrect use of the information described and/or contained herein and assumes no responsibility for anyone's use of the information. In no event shall NAV be liable for any direct, indirect, incidental, special, exemplary, or consequential damages, however caused and on any theory of liability, whether in contract, strict liability, tort (including negligence or otherwise), or any other theory arising in any way out of the use of this system.



5 Definitions.

A.I. bulls: Bulls that are dedicated to Artificial Insemination (A.I.).

Genotype: Data based on the analyses of single nucleotide polymorphism (SNP) chip.

Pedigree: Animal identity containing the international ID of the animal, of the sire, and of the dam and previous generations (a minimum of three generations should be traced back from the genotyped individuals).

Requester: Any organisation acting on behalf of the A.I. bull owner asking for genomic breeding values.

Genomic breeding values: Breeding value estimated from the genotypes and pedigree information provided by the requester and according to the reference population and methodology used for domestic bulls in each participating country (France, Germany, the Netherlands, the Nordic Countries, Poland and Spain).

Interbull traits: a limited number of single traits in the area of production, conformation, fertility, calving, longevity, udder health, workability that are included in the international evaluations run by Interbull organisation.

NTM index: The NTM index is the official total merit index that is used in the Denmark, Sweden and Finland.

Member of the EuroGenomics Cooperative: BRS, CRV, CONAFE, Evolution, MCB Krasne, PFHBiPM, vit, Viking Genetics (NAV is responsible for handling genetic evaluation in Denmark, Finland and Sweden).

6 Governing law.

This agreement shall be exclusively governed and construed in accordance with the laws of Denmark. Any dispute, controversy, proceedings or claim between the parties relating to this agreement shall fall, in the first instance, within the exclusive jurisdiction of The Maritime and Commercial Court in Copenhagen, Denmark.

SIGNED by NAV:

SIGNED by requester:

Date:

Date:

Location:

Location:

Name:

Name:

Signature:

Signature: