

AIDOL SEMEN USAGE AGREEMENT

BETWEEN:

AI Total B.V.
Trawlerweg 19
8042 PZ Zwolle, The Netherlands
Telephone: +31 (0)384 604311
(hereinafter called "AI TOTAL")



---AND---

Name:
Steet:
Place:
Phone number:
Email:
(hereinafter called "The Owner")

AiDol Sire semen is semen from elite high-ranking genetic AiDol Sires made available to breeders and dairymen. The Owner and AI Total agree to the following stipulations:

1. AI Total agrees to sell AiDol Sire semen to the Owner under AI Total's standard terms and conditions (<https://ai-total.nl/policies/terms>) and subject to the terms and conditions of this AiDol Sire Semen agreement during the Term, which is specified later in this agreement. On it's website (www.ai-total.com) AI Total shall maintain an updated list of the current AiDol sires, this website can be updated from time to time (<https://ai-total.com/bulls/aidol>). This agreement applies to the usage of the AiDol Sire semen and the first-generation offspring produced with this semen. Nothing in this agreement requires that the Owner purchases and or uses AiDol Sire semen from AI Total.
2. The Owner agrees to only use AiDol Sire semen on animals in their ownership or under the Owners control. The Owner shall not, without the prior written consent of AI Total, directly or indirectly:
 - a. Collect, market, sell, or otherwise supply semen from Offspring to any third party at any time for any purpose; or
 - b. Sell, market, lease, or otherwise transfer Male Offspring (whether born or unborn), to any third-party, until the Option Period (defined below) has expired. In case AI Total does not exercise it's option to buy back the male offspring the male offspring will be culled. Either through castration or slaughter. If AI Total fails to respond within the option period the bull can be culled as described above. For the avoidance of doubt, if AI Total exercises it's option to buy back the bull the owner and AI Total will enter a bull purchase agreement.

Embryos and pregnancies produced with AiDol Sire semen are for the Owners internal use only, unless agreed otherwise in writing by AI Total. No embryos or semen may be sold by the owner to a third party unless such third party enters into an AiDol semen usage agreement. Nothing in this agreement restricts or limits the Owners selling an Offspring to slaughter.

3. The Owner grants to AI Total (or its nominated affiliate), the irrevocable option to purchase all Male Offspring created using AiDol Sire semen during the AiDol period, which can be found on the AI Total website (<https://ai-total.com/bulls/aidol>). on the following conditions:
 - a. If (i) the Male Offspring's Sire is listed on the AiDol Sires website and (ii) the Male Offspring meets the described genetic criteria as listed on the AiDol Sires website, the owner shall notify AI Total immediately using the procedure explained in this contract and is also described on the website.

For Male offspring meeting or exceeding the required parent average index criteria AI Total will provide genomic testing for the Owners. For Male Offspring not meeting the genetic criteria the owner can choose to submit the bull for genomic testing on his own behalf or cull the bull by either castrating or sending the bull to slaughter without consulting AI Total. If the bull is submitted through AI Total the results will be shared between AI Total and the Owner within three working days after receiving the proofs in writing.

- b. AI Total shall have 15 business days from the date it receives the genomic index of the male offspring. If AI Total exercises its option under this section, the owner and AI Total shall enter into AI Total's standard bull purchase agreement then in effect ("Purchase Agreement") for the applicable Male Offspring. If the Male Offspring does not meet the genetic requirements listed on the Sire Site, or if AI Total fails to exercise its option within the Option Period or otherwise notifies the owner in writing of its intention not to purchase the Offspring, the owner shall be free to cull the male offspring by either castrating the male offspring or sell the male offspring to slaughter.
4. In case of a Female offspring there are no stipulations and the owner is free to market the female offspring.
 5. If the embryo or male offspring born, as a result from the usage of AiDol sire semen from a mating with a female that has not been genomic tested in the US GTPI system or not have been genomic tested at all, than AI Total reserves the right to test the male offspring on the US GTPI system at it's own expense.
 6. Option Purchase Price. If AI Total exercises its option to purchase as described under Section 3, AI Total shall pay the Owner the following sums (in EUR), based on the rank of the Male Offspring and on the conditions set forth below and in the Purchase Agreement. Ranking is based on the Male Offspring's TPI "Index" rank compared to bulls of the Offspring's age or older in the most recent published Sire Summary CDCB file.

a. Table 1. MALE OFFSPRING – HOLSTEIN

Ranking (GTPI)	Health Testing	Purchase Price (EUR)	Total Value
Top 10	€ 500,00	€ 99.500,00	€ 100.000,00
Top 50	€ 500,00	€ 49.500,00	€ 50.000,00
Top 100	€ 500,00	€ 24.500,00	€ 25.000,00
Top 250	€ 500,00	€ 9.500,00	€ 10.000,00
Outside Top 250	€ 500,00	€ 4.500,00	€ 5.000,00

For a complete overview of the prices and possible bonus payments for Offspring that carry desirable haplotypes and genes please look at the AiDol Sire website.

- b. Conditions of Purchase:
 - i. Male offspring – AI Total shall pay the owner a cash payment of € 500 for health testing and the remainder of the purchase price upon the following conditions
 - i. Passes the standard AI Total health and semen production testing (as detailed in the Bull Purchase Agreement); and
 - ii. Has produced at least 2,000 units of semen and is added to the active line-up of an AI.
 - ii. All other terms of sale are contained in the applicable Purchase Agreement.
7. This Agreement shall take effect on the date written above and shall continue in full force and effect and shall terminate on January 1, 2023. If there is no written cancellation, the contract will be tacitly renewed annually for a period of 1 year. AI Total has the option to terminate this agreement at any time

by providing the owner with written notice of its intent to do so. The terms of this Agreement shall survive for any AiDol Sire Semen purchase before the termination date.

8. GENERAL PROVISIONS.

- a. This Agreement shall apply to the owners use of any AiDol Sire semen, regardless of how it came into the owners possession. The owners shall not assign any of his rights or obligation under this agreement without the written permission of AI Total.
- b. Upon AI Total's request, the owner shall provide AI Total with documentary evidence (reasonably acceptable to AI Total) of his semen purchases and breeding records necessary for monitoring his obligations under this Agreement.
- c. The owner acknowledges and agrees that any breach of his obligations under this Agreement would cause irreparable harm and injury to AI Total, the monetary value of which may be difficult to ascertain, and AI Total has the right to seek injunctive relief to enforce any such obligations, in addition to any other rights and remedies it may have.
- d. The owner acknowledges that AI Total or one of its affiliates is, and shall at all times remain, the owner of all intellectual property existing in or created, generated or discovered from the Genetic Materials (as defined in AI Total Terms & Conditions) contained in AiDol Sire semen.
- e. This Agreement, together with the Terms & Conditions and any executed Purchase Agreement is the entire Agreement between the owner and AI Total related to the Offspring and AiDol Sire semen, and may only be modified in writing, signed by both parties. If there is a conflict between this Agreement and the AI Total Terms & Conditions, the AI Total Terms & Conditions shall prevail. Notwithstanding the above, if the owner has a herd agreement or a pre-release agreement on file with AI Total, that agreement shall prevail to the extent any of its terms conflict with this Agreement.
- f. The Dutch Law is applicable on this agreement. All disputes arising from this agreement or related to the implementation of this agreement will be submitted to the court of Zwolle. It is acknowledged that the terms of this contract are confidential, and that neither AI Total nor The Owner will disclose terms of this agreement to anyone outside of their immediate organizations.

Signed for Agreement:

Owner:
Name:
Job title:
Date:

AI Total:
Name:
Job title:
Date: