

NON-BREEDING AGREEMENT

BETWEEN Name of company or university ("User"):

AND Ellegaard Göttingen Minipigs A/S ("EGM") Soroe Landevej 302, DK-4261 Dalmore,
Denmark

This Agreement supersedes and takes the place of any previously signed Non-Breeding Agreement between the User and EGM.

The User has acquired one or more Göttingen Minipigs and/or biological or genetic material therefrom (the "Material") and warrants that 1) the Material - irrespective of the time of the acquisition - is solely used for experimentation purposes and in particular not for breeding, cloning, genetic modification or any other type of reproduction, unless the sole purpose of breeding, cloning, genetic modifying or any other type of reproduction is research specifically covered by a Material Transfer Agreement (MTA) between the User and EGM, in which case offspring may not be used for any sale or commercialization purposes, 2) living Göttingen Minipigs are not transferred/passed on to others or made available to others, and 3) biological or genetic material from Göttingen Minipigs (except living Göttingen Minipigs which may never be transferred, cf. item 2) is not transferred/passed on to others or made available to others, unless it is exclusively for research purposes, which shall not include reproduction, cloning or genetic modification, and not for purposes of commercialization. Furthermore, the User warrants that the Material is solely used in a lawful and ethically appropriate manner.

Irrespective of 2) above, living Göttingen Minipigs acquired by the User may be transferred/passed on to others for the sole purpose of rehoming after end research on the Göttingen Minipigs, provided that the state of health of the animal allow it and appropriate measures have been taken to safeguard the future well-being of the Göttingen Minipigs, and that the Göttingen Minipigs have been neutralized before rehoming and records are kept documenting the neutralization and the rehoming party. For the avoidance of doubt, in no event shall EGM incur any liability in relation to rehoming of Göttingen Minipigs supplied to the User and, thus, any such liability related to and/or arising out of rehoming of Göttingen Minipigs shall be a matter only between the User and the rehoming party.

The User accepts that the Material is not to be included in nor constitutes part of any registered or unregistered intellectual property right without EGM's prior written accept, and that results/rights obtained by using the Material do not give the User any separate rights to the Material. The User shall do everything in his power to prevent the unauthorised use and/or propagation of Göttingen Minipigs and any biological or genetic material therefrom or the reduction of EGM's possibility of controlling the use/propagation of Göttingen Minipigs and any biological or genetic material therefrom.

The User will give EGM unlimited access to inspect the Material at any time and the use thereof in case EGM has a well-founded suspicion that the Material may have been used for propagation, reproduction or genetic modification of Göttingen Minipigs and the User will immediately inform EGM in writing if the User

learns about or suspects that the Material may have been used for propagation, reproduction or genetic modification of Göttingen Minipigs. If the User violates this agreement, it will be considered material breach also in relation to the acquisition of the Material, and shall result in a penalty of Euro 50,000. Payment of the penalty does not make the breach legal and does not limit EGM's rights under the general rules of law. The parties entitled to take legal proceedings are EGM and/or Universität Göttingen. Disputes arising out of and enforcement of this Agreement are to be settled according to Danish law and shall be finally settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration).

Date:

Date:

Print name:

Ellegaard Göttingen Minipigs A/S

Company Stamp:

Soroe Landevej 302

DK-4261 Dalmose

Denmark

Signature

Signature

