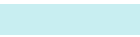


NON-BREEDING AGREEMENT

On  the following

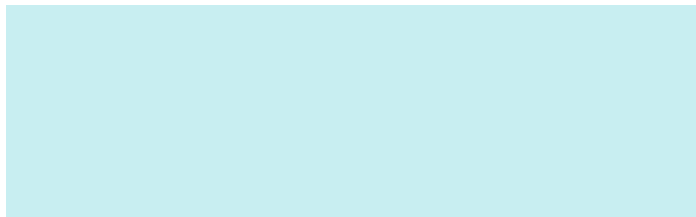
NON-BREEDING AGREEMENT

(the "**Agreement**")

has been entered into by and between

Ellegaard Göttingen Minipigs A/S
Company registration no. (VAT-No.): 17 05 56 82
Soroe Landevej 302
DK-4261 Dalmoose
Denmark
(the "**Seller**")

and on the other side



(the "**Purchaser**")

(collectively referred to as the "**Parties**" and individually a "**Party**")

§ 1 PREAMBLE AND PURPOSE

- 1.1 The Purchaser has acquired one or more Göttingen Minipigs and/or biological material therefrom (collectively referred to as the “**Product**”) in accordance with a separate purchase agreement between the Seller and the Purchaser.
- 1.2 The purpose of the Agreement is to regulate the terms and conditions of the Purchaser’s use of the acquired Product.

§ 2 PERMITTED USE

- 2.1 The Purchaser is permitted to use the Product for biomedical research purposes only.
- 2.2 The Purchaser is specifically prohibited from using the Product for breeding, genetic engineering, cloning or any other type of reproduction or propagation purposes, unless the sole purpose of breeding, genetic engineering, cloning or any other type of reproduction or propagation is specifically subject to a signed Material Transfer Agreement (an “**MTA**”) or other written agreement between the Purchaser and the Seller.
 - 2.2.1 If any breeding purposes are allowed under a separate MTA or other written agreement between the Purchaser and the Seller, any offspring of such breeding, may not be used for any sale or commercialization purposes.
- 2.3 The Purchaser is specifically prohibited from re-selling, transferring or making available any acquired Product or derivative thereof to any third party.
 - 2.3.1 Upon the prior written consent of the Seller, the Purchaser may make acquired genetic material, but not live Göttingen Minipigs, available to a third party, for the exclusive purpose of research, which shall not include breeding, genetic engineering, cloning or any other type of reproduction or propagation purposes or commercialization.

§ 3 REHOMING

- 3.1 Notwithstanding clause 2.3 and 6.1, b), any live Göttingen Minipigs acquired by the Purchaser may be transferred to a third party with the sole purpose of rehoming the live Göttingen Minipigs in accordance with the relevant provisions of EU Directive 2010/63/EU and the national legislation of the Purchaser.

- 3.2 Any rehoming of live Göttingen Minipigs is subject to the rehomed Göttingen Minipigs being neutralized before the rehoming takes place at the sole expense of the Purchaser.

- 3.2.1 The Purchaser shall keep documentation of the performed neutralization and is obligated to provide the Seller with such documentation upon the Seller’s request.

- 3.3 The Purchaser is obligated to ensure, that the Göttingen Minipigs’ state of health allows for the individual animal to be rehomed and that the appropriate measures have been taken to safeguard the future and well-being of the rehomed Göttingen Minipigs.

- 3.3.1 The Purchaser shall keep documentation of the Göttingen Minipigs state of health at the time of rehoming, and of the party to which they have been rehomed, including the measures taken to safeguard the future and well-being of the rehomed Göttingen Minipigs. The Purchaser is obligated to provide the Seller with such documentation upon the Seller’s request.

§ 4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 All intellectual property rights in connection with the Product are the sole property of the Seller.
- 4.2 The Purchaser accepts that the Product is not to be included in nor constitutes part of any registered or unregistered intellectual property right of the Purchaser, without the prior written consent of the Seller.
 - 4.2.1 Any scientific or research result obtained by the Purchaser by using the Product, does not result in the Purchaser obtaining any separate rights (intellectual or otherwise) to the Product.
- 4.3 The Purchaser is obligated to do everything within its power to prevent the unauthorized use and/or propagation of the Product and any biological or genetic material therefrom or the reduction of the Seller’s possibility of controlling the use/propagation of the Product and any biological or genetic material therefrom.

§ 5 INSPECTION

- 5.1 The Purchaser is obligated to allow the Seller unlimited access to inspect the acquired Product

and the Purchaser's use thereof, at any time upon the Seller's well-founded suspicion that the Product may be or have been used for breeding, genetic engineering, cloning or any other type of reproduction or propagation purposes of the Product.

- 5.2** The Purchaser is obligated to inform the Seller immediately in writing, if the Purchaser learns of or suspects that the Product may be or have been used for breeding, genetic engineering, cloning or any other type of reproduction or propagation purposes.

§ 6 PURCHASER'S WARRANTIES

- 6.1** The Purchaser warrants that the acquired Product will;
- a)** not be used for any other purpose than scientific research, which does not include breeding, cloning, genetic engineering or any other type of propagation or reproduction
 - b)** not be re-sold, transferred or made available to any third party unless the Seller has consented to such in a prior written agreement between the Parties
 - c)** not be used in a manner that is unlawful or ethically inappropriate
 - d)** be treated in accordance with international, EU and national regulation and legislation on the protection and welfare of animals
 - e)** not be used in violation of any intellectual property rights of the Seller
 - f)** not be a part of any intellectual property rights or other rights of the Purchaser

§ 7 LIABILITY

- 7.1** The Göttingen Minipigs are live animals, and as such, the Purchaser is obligated to handle the Göttingen Minipigs in accordance with best practice including (but not limited to) the Purchaser taking all necessary and relevant precautions to avoid compromising the health and the welfare of the Göttingen Minipigs.
- 7.2** The Seller is not liable for any damage, loss or injury incurred by the Purchaser or a party to which the

Göttingen Minipigs have been rehomed, as a result of the behaviour or acts of the Göttingen Minipigs, as they are live animals and their actions and behaviour are unpredictable.

§ 8 BREACH

- 8.1** In case of violation or breach of any obligation of the Agreement, the Purchaser shall (i) immediately if the violation or breach is non-curable and (ii) if curable and the Purchaser fails such curing within two weeks after having received from the Seller a written request regarding the violation or breach, be liable to pay liquidated damages to the Seller of up to EUR 100,000 for each violation or breach.
- 8.1.1** For the purpose of calculating such liquidated damages each week (7 days) during which a violation or breach continues to exist shall be considered one separate violation or breach.
- 8.1.2** The payment of liquidated damages shall not cure the violation or breach by the Purchaser, nor shall it prevent the Seller from initiating, or limit the Seller's respective rights to initiate, legal action in respect of any losses calculated in accordance with generally applicable laws in Denmark incurred by the Seller in excess of the liquidated damages paid or to seek an injunction (in Danish: "fögedforbud") against the Purchaser's infringement of the Purchaser's obligations.

§ 9 DISPUTE RESOLUTION

- 9.1** The Agreement shall be governed by and construed in accordance with the laws of Denmark without giving effect to any choice of law or conflict of law provisions.
- 9.2** Any dispute arising out of or in connection with the Agreement, including any disputes regarding the existence or validity, shall be settled by arbitration arranged by The Danish Institute of Arbitration (in Danish "Voldgiftsinstituttet") in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration as in force at the time when such proceedings are commenced. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Copenhagen, Denmark. The language of the arbitration shall be English unless the Parties agree otherwise.
- 9.3** The Parties shall keep secret all matters relating to any arbitration proceedings, including, but not

limited to, the existence of the dispute, the nature of the claim and the award.

- 9.4** Notwithstanding the above, either Party may bring an action in any court of competent jurisdiction (a) for provisional relief pending the outcome of arbitration, or (b) to enforce an arbitral award.

§ 10 MISCELLANEOUS

- 10.1** No waiver of any provision of the Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

Failure of either Party to enforce any provision of the Agreement shall not constitute a waiver of such provision or any other provision(s) of the Agreement.

- 10.2** Should any provision of the Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of the Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

For the Seller:

Martin Windfeld Velin
CEO

For the Purchaser:
