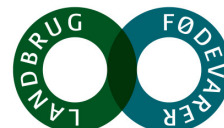




0000000-007-280514125142



**Pig Research
Centre**

The Undersigned

PJSC Ø"Agrokombinat Ø"KalitaØ"
Kiyv region, Brovaskiy district, smt. Kalita, Chervonoarmiyska st., 14
07420
UKRAINE

Hereby make the following

Buyer's Declaration and Acceptance of Terms of Sale

1.0 Authority and use

- 1.1 This Buyer's Declaration including Terms of Sale is provided by Pig Research Centre (= PRC) and will be used when purebred breeding stock – including semen – is sold to commercial pig herds.
- 1.2 Words and definitions used in this Declaration must be interpreted as defined in Agreement on Sale found at PRC's website
http://vsp.lf.dk/Om_Os/DanAvl/Aftaler_regler_afgifter.aspx.

2.0 Declaration

- 2.1 I the undersigned Buyer declare
- that I own and run a commercial pig herd, i.e. a pig farm that does not sell breeding stock and that is neither directly nor indirectly owned or controlled by or has entered into or-
ganised partnership with any other breeding programme than DanBred,
- that I run a commercial pig herd on the address(es) listed in Appendix A of the size also
listed in Appendix A,
- that I do not sell purebred breeding stock or offspring – including semen – hereof,
- that I am informed of and accept the prohibition on resale covered by the Terms of Sale
that I have received and accepted with this Declaration.
- 2.2 I the undersigned Buyer accept that my Vendor, cf. 5.0, or PRC is entitled to issue a prohibition
and demand a penalty or compensation in the event that I violate the declarations made in 2.1
– including the prohibition against resale.
- 2.3 The information listed in this declaration will be treated with confidentiality by the Vendor, cf.
5.0, and by PRC.

3.0 The purchase concerns

3.1 I the undersigned Buyer run a commercial pig herd on the address(es) listed in Appendix A.

3.2 The Buyer has the right to buy:

- a) DanBred Duroc Semen Yes
- b) DanBred Landrace Semen and DanBred Large White Semen No
- c) DanBred breedings stock Yes

4.0 Partnership with another breeding programme

I the undersigned Buyer is not engaged in organised partnership with another breeding programme in Buyer's herd(s) listed in Appendix A.

5.0 Vendor

I the undersigned Buyer have entered into this Agreement with DanBred International, which is registered as Vendor for DanBred.

6.0 Use of purchased DanBred breeding stock

6.1 The Buyer must use and house the purchased breeding stock in his own commercial herd and is not allowed - without prior written consent from PRC – to resell or in any other way assign to a third party the use of the purchased breeding stock or their offspring, including hybrids, for two years after the last purchase of purebred DanBred breeding stock, including semen, cf. 6.2.

'Third party' is defined as persons or companies which produce weaners or breeding stock for use in Buyer's herd(s).

6.2 The Buyer is entitled to sell

- a) the purchased purebred DanBred breeding stock or their offspring directly for slaughter,
- b) offspring as weaners for finisher production,
- c) offspring to a buyer, who is approved by PRC as breeding or multiplier herd (= DanBred herds).

7.0 Inspection + certificates

7.1 PRC reserves the right – at any time within normal working hours – to inspect the Buyer's herd (and to collect blood samples for DNA testing) and the Buyer's records concerning production data and sale of breeding stock.

PRC's right to inspections includes herds belonging to the Buyer which are not mentioned in Appendix A.

7.2 PRC is entitled to inspect the DanBred purebred breeding stock sold by Vendor before issuing pedigree certificates and to forward to the Buyer a health certificate for the sold purebred Dan-Bred breeding stock.

7.3 Before inspections in Buyer's herd, PRC representatives have observed a quarantine period as per agreement.

8.0 Penalty + ban

8.1 If the Buyer resells DanBred breeding stock contrary to 6.0, the Buyer becomes liable to a penalty of 200 % of the Buyer's sales price of the resold DanBred breeding stock – however, minimum 200 % of the following scale prices:

- | | | |
|----|--|--------------|
| a) | Hybrid females of purebred DanBred breeding stock | = DKK 1,750 |
| b) | Purebred female | = DKK 2,500 |
| c) | Purebred boar, if sold for natural mating | = DKK 5,000 |
| d) | Purebred Duroc boar and hybrids of this breed if sold for Artificial Insemination purposes (= AI) | = DKK 15,000 |
| e) | Purebred Landrace and Large White boar and hybrid boar of these, if sold for Artificial Insemination purposes (= AI) | = DKK 50,000 |

8.2 If the Buyer resells DanBred semen contrary to 6.0, the Buyer becomes liable to a penalty of 200 % of the scale price for Landrace, Large White and Duroc boars, respectively, sold for Artificial Insemination purposes, cf. 8.1 d) and 8.1 e).

8.3 The Buyer's payment of penalties – which will go to PRC – does not prevent PRC from demanding compensation for the losses inflicted on PRC as a result of the Buyer's violation of the Agreement.

9.0 Venue + applicable law

- 9.1 Disputes concerning the terms set out in this Agreement including disputes regarding violation of the prohibition against unauthorised resale and imposing of penalties will be settled under Danish law at the Copenhagen City Court.
- 9.2 PRC is entitled to raise a claim directly against the Buyer if the Buyer sets aside the terms set out in this Agreement.

Date of Declaration: May 28, 2014, 12:51:42

Buyer's signature

I have read and accept the above Buyer's Declaration.

Appendix A

Address(es) of the farm(s)

I the undersigned Buyer run pig production on the following addresses (given by physical address(es) and by coordinates – altitude(s) and longitude(s) in the Google Maps system).

Size of the herd

The Buyer runs pig production with 0 production sows.

Buyer's signature