

PRODUCTS AND SERVICES SALES AGREEMENT

THE UNDERSIGNED:

1. The company established according to Greek law, Topigs Norsvin Hellas Sole Liability Company (EPE) registered and having its office in Siteias 9, – 14451 Metamorphosi, Athens Greece, VAT 095659676, hereinafter called " TOPIGS NORSVIN HELLAS" represented by: Mr. Ilias Beneas, as General Manager of the Company, hereinafter referred to as "TOPIGS NORSVIN " or "TOPIGS NORSVIN HELLAS "

And

2. The company as being registered to the present platform. Hereinafter called the "contract of sale of products" ("Counterparty/Customer"), as represented by the legal representative of the company.

Both parties have agreed and mutually accepted the following Terms and Conditions which are apply on "Contract of sale of Products".

WHEREAS

- The objective of Topigs Norsvin Hellas is to bring the total economics of pig breeding to a higher level for all participants in the production chain in its region. This implies, amongst others, lowering the cost per unit (piglet, kg of pork) while also meeting the quality requirements of the Customer/Counterparty
- Topigs Norsvin Hellas is the affiliate of Topigs Norsvin International B.V. which is the company that carries out the international activities of Topigs Norsvin Holding, a company from the Netherlands, engaged in the selection and genetic improvement of pigs, the development and exploitation of porcine artificial insemination centres, and the promotion and management of business and pig production activities world-wide through subsidiary and principal companies.
- Topigs Norsvin Hellas has control over the lines and products.
- "Topigs Norsvin" is a registered trademark, therefore any violation referred to trademarks are protected under Greek and EU law provisions.

- Topigs Norsvin Hellas has the control over the Topigs Norsvin lines and products in its regions (Greece, North Macedonia, Bulgaria, Cyprus, and Israel). Therefore, all exclusive rights of the above-mentioned countries, hereafter called as “the territory”, for TOPIGS lines and products are TOPIGS NORSVIN HELLAS.
- Topigs Norsvin Hellas and Counterparty (Customer) mutually agree the Conditions of this contractual agreement. More specifically with this contract Topigs Norsvin Hellas sells animals or and /genetic products to the buyer.
- For Topigs Norsvin breeding stock the following categories of animals can be distinguished:
 - GPS-S: Grandparent Sow of the dam line; ANIMALS
 - GPB-S: Grandparent Boar of the dam line; ANIMALS
 - PS: Parent Sow; ANIMALS
 - PB: Parent Boar terminal line; ANIMALS
 - The animals: above mentioned categories of animals
 - For Topigs Norsvin Hellas semen products the following categories can be distinguished:
 - GPB-S: Grandparent Boar of the dam line;
 - PB: Parent Boar terminal line;

Hereby both parties agree the following:

DEFINITIONS AND INTERPRETATION ON THE PRESENT AGREEMENT

In present agreement, the following definitions are used, unless explicitly stated otherwise or if the context explicitly requires otherwise:

- **Affiliate** any individual person or legal entity that directly, or indirectly through one or more intermediaries, controls or is controlled by another legal entity or individual person; for the purposes of this definition, "control" when used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether

through the ownership, directly or indirectly, of more than 50% of the voting or equity securities or other interests of any such person and/or by contract;

- **Agreement** the agreement between the counterparty and Topigs Norsvin Hellas as embodied in the Order Confirmation, The Product and Services Sales Agreement, the InGene agreement, the Cooperation agreement and/or the General Conditions;
- **Animals** the animals of the pig breeding lines of Topigs Norsvin Hellas and/or its Affiliates produced and/or sold by Topigs Norsvin Hellas and/or its Affiliates;
- **Carrier** any person who, in a contract of carriage, undertakes to perform or to procure the performance of carriage, by rail, road, sea, air, inland waterway or by a combination of such modes;
- **Counterparty is** Customer of Topigs Norsvin Hellas under the Agreement, including but not limited to the buyer, the licensee, multiplier, the InGene party and the distributor;
- **Confidential** has the meaning of the Customer undertakes to treat, and shall procure that its Affiliates treat, Confidential Information strictly confidential and refrain from disclosing it to any Third Party, unless Topigs Norsvin Hellas explicitly permitted such disclosure in writing.

“Confidential Information” shall mean:

(i) the contents of all Proposals, Order Confirmations and Agreements and any related agreements (whether legally binding or not), minutes, term sheets, notes, letters or other documents prepared or executed as well as any related discussions and negotiations;

(ii) any information the Customer obtained in connection with the preparation, negotiation, execution or consummation of a Proposal, Order Confirmation and/or Agreement;

(iii) any information concerning Topigs Norsvin Hellas and/or its Affiliates, Animals, Goods, intellectual property rights of Topigs Norsvin Hellas and/or its Affiliates, technology, all proprietary information, disclosures, records, data reports, research, discussions, strategies, plans, proposals, development program, breeding knowledge and skills, methods of operation, processes, procedures, production standards,

formulae, selective and unique characteristics of the Goods and/or Animals, development, experimental work, ideas, trade secrets, marketing, sales, financial, know-how or other valuable and/or confidential matters possessed, held by or related to such party or any of its activities, processes and operations.

- **Customer** the Counterparty of Topigs Norsvin Hellas under the Agreement, including but not limited to the buyer, the licensee, multiplier, the InGene party and the distributor;
- **GCC** Greek Civil Code;
- **GCL** Greek commercial Law;
- **Goods** any goods, including but not limited to Semen, Animals and any (direct or indirect) fruits and/or offspring of the Animals;
- **Order** has the meaning of a written confirmation from customer to Topigs Norsvin Hellas;
- **Confirmation** (by e-mail or otherwise) which stipulates the agreement between the Customer and Topigs Norsvin Hellas;
- **Proposal** any proposal or tender from Topigs Norsvin Hellas to the (potential) Customer;
- **Retention** of has the meaning of all Goods delivered and to be delivered to the Customer by Topigs Norsvin Hellas shall remain the property of Topigs Norsvin Hellas, and (to the extent possible) any fruits and/or offspring of the Animals shall be the property of Topigs Norsvin Hellas, until the Customer has fulfilled all its obligations towards Topigs Norsvin Hellas in respect of (the “Retention of Title” in cases:
 - a) the respective delivery of the Goods by Topigs Norsvin Hellas to the Customer;
 - b) any earlier or subsequent deliveries of Goods by Topigs Norsvin Hellas to the Customer;
 - c) Delay or no payment of the products,
 - d) failure on the part of the Counterparty to fulfil its obligations towards Topigs Norsvin Hellas under the Agreement.

- **Semen**, semen of male Animals;
- **Third Party** any party not being Topigs Norsvin Hellas or the Customer;

The language of this agreement is English (with the exception of the provision of certain legal concepts in Greek). If there is a discrepancy between an English language word or English legal concept or Greek legal concept used to clarify it, and then to the extent of the conflict only, the meaning of the Greek language word and/or Greek legal concept shall prevail.

Scope of the Agreement

Subject to the provisions of this Agreement, Topigs Norsvin Hellas hereby undertakes to provide products and services to the Counterparty. Conditions are always applicable to the Services and products provided by or through Topigs Norsvin Hellas to counterparty as genuine mentioned in (Appendix I).

The appendixes attached or to be attached to this agreement constitutes an integral part of this Distribution Agreement.

TERMS AND CONDITIONS OF THE AGREEMENT

1. PRICE

The prices upon the products such as for the Animals are referred in Appendix I and for semen in Appendix II.

Prices are mentioned on price policy of the company and shall be vary each year.

2. LIABILITY

Except in the event of intent or wilful recklessness on the part of TOPIGS NORSVIN HELLAS or its executives, Topigs Norsvin Hellas is not liable for any damage, of any nature whatsoever, incurred by the Customer, its employees, other agents or a Third Party, due to Goods delivered by Topigs Norsvin Hellas not functioning properly or being unsound, for any damage resulting from advice given by Topigs Norsvin Hellas in respect of those Goods, for any damage as a result of late handing over of the Goods and/or incorrect or incomplete delivery of the Goods in question or for damage by any other act or omission of Topigs Norsvin Hellas .

Topigs Norsvin Hellas shall not be liable for any indirect damages, loss of anticipated profits, loss of revenues, loss of contracts, incurred losses, loss of savings and incurred expenses or other consequential damage.

Any liability of Topigs Norsvin Hellas is in any event and irrespective of the legal basis of any claim, demand or liability limited to the amount of the respective insurance cover, or if no insurance cover applies, the compensation shall be limited to the invoice value of the Goods delivered by it, to which its liability is related.

The Customer indemnifies Topigs Norsvin Hellas against any and all claims from its agents, employees representatives and/or Third Parties, regarding damage in respect of which Topigs Norsvin Hellas has excluded and/or limited liability towards the Customer and agrees to never hold any agents, employees or representatives of Topigs Norsvin Hellas liable.

These provisions are related to the contractual and non-contractual liability of Topigs Norsvin Hellas.

3. CLAIMS AND LIMITATION OF LIABILITY

The customer indemnifies TOPIGS NORSVIN HELLAS against all claims arising from any kind of virus upon animals or genetic products as referred in depth in Article 4 which refers extended to issues of Disease.

The customer indemnifies against all claims by third parties in connection with The Animals and/or their offspring/ genetic products.

Customer holds the responsibility in cases of detected virus upon the animals after the insemination of (G)GPS. Topigs Norsvin Hellas and its affiliates cannot be claimed by the PARTNER for any kind of virus detected upon animals or genetic products in general.

4. DISEASE

The Customer indemnifies Topigs Norsvin Hellas against all claims arising from any kind of virus upon animals or genetic products on the bases of acknowledging and represents that:

the Customer is experienced in pig production and knows that organisms which cause pig diseases (called pathogens) are present in virtually every pig herd or genetic material, including source herds for genetic material and in semen,

New or different pathogens or diseases may arise at any time; and

The outbreak of disease is, however, caused by many factors in addition to the presence of pathogens within pig, a pig herd or semen.

TOPIGS NORSVIN HELLAS cannot and does not warrant the absence of any pathogens or diseases in the Goods delivered, transferred, bailed, entrusted, sold, licensed or otherwise made available to the Customer by TOPIGS NORSVIN HELLAS, whether originated from premises owned or controlled by TOPIGS NORSVIN HELLAS or Third-Party premises under contract with TOPIGS NORSVIN HELLAS for the production of the Goods. Pathogens or diseases may be present at the time of sale or, may appear later.

By entering into the Agreement with TOPIGS NORSVIN HELLAS, the Customer acknowledges that it fully understands all risk factors and possibilities of disease breakout associated or related with the use of the Goods. Notwithstanding its understanding of the foregoing, by accepting the delivery of the Goods, the Customer knowingly, purposefully and intentionally chooses to take delivery of, accept, purchase or use the Goods "as is" and to bear all risk associated whether known or unknown, herewith in order to derive certain economic value from its acceptance, purchase or use of the Goods.

The Counterparty on behalf of itself and its members, successors and assignees, releases and discharges Topigs Norsvin Hellas and its employees, representatives, agents, affiliates, licensees, business customers, successors and assignees of and from any and all claims, liabilities, causes of action, damages (whether actual or liquidated), expenses, losses, lost profits, demands or obligations of any kind and nature, whether known or unknown, suspected or unsuspected, which the Customer ever had, has or hereafter can, shall or may have for, upon, by reason of or based upon, in whole or in part, any pathogen or agent that causes, carries, or transmits any disease in any Goods or causes to any pig owned or controlled by the Customer or any other person; provided, however, that the foregoing release and discharge

shall not apply to such claims, damages and losses incurred by the Customer due to intent or wilful recklessness on the part of Topigs Norsvin Hellas .

TRANSPORT OF THE GOODS

Unless otherwise agreed, Topigs Norsvin Hellas shall arrange for a Carrier to transport the Goods to the place of destination as agreed upon in the Agreement and shall pay the freight which is due to the Carrier as a result of such carriage. Topigs Norsvin Hellas may, at its own discretion, decide on the characteristics of the transport, including but not limited to:

- a) The mode(s) of transport;
- b) The route of transport;
- c) The loading location of the Goods;
- d) The type of packaging of the Goods; and
- e) The Carrier of the Goods.

Any order or rule imposed on Topigs Norsvin Hellas and/or the Carrier(s) by the authorities regarding the place of delivery prevail over the place of delivery agreed on between Topigs Norsvin Hellas and the Customer.

The delivery address or the place of unloading shall be easily accessible by means of transports that are customarily used for deliveries. The Customer ensures that sufficient loading and unloading facilities are present at the delivery address and that immediate unloading of the Goods is possible. The Customer shall arrange at its own account and risk for sufficient employees and mechanical and other tools to unload the Goods. The Customer ensures that the waiting period between the moment of notification of arrival at the delivery address and the moment at which the unloading of the Goods to be delivered can be commenced is kept to a minimum. The Customer shall in any event enable TOPIGS NORSVIN HELLAS or the Carrier(s) during normal working hours to hand over the Goods at the Customer's address, unless otherwise agreed in writing between the Customer and TOPIGS NORSVIN HELLAS.

5. DELIVERY OF THE GOODS

TOPIGS NORSVIN HELLAS has completed the delivery of the Goods when the Goods are delivered into the custody of the (first) Carrier of the Goods.

Unless otherwise agreed, all Goods shall be delivered in a way that both parties have mutually agreed, therefore, after the Goods are delivered into the custody of the (first) Carrier, the Customer shall bear all risks relating to the Goods, including but not limited to the risks of loss of and/or damage to the Goods and any additional costs arising after the moment on which the Goods have been delivered to the (first) Carrier.

The Customer shall accept the delivery of the Goods.

In case that parties can expressly agree in writing upon a different method of delivery If under such alternative delivery method the handing over of the Goods to the Customer and/or the acceptance of the Goods by the Customer is a prerequisite for the delivery of the Goods to the Customer, and the Customer refuses to accept the handing over of the Goods and/or rejects the Goods, the Goods shall be deemed to be delivered at the moment on which the Customer refuses to accept the handing over of the Goods or rejects the Goods.

The delivery period does not commence until:

- a) The Agreement is concluded;
- b) Topigs Norsvin Hellas has received from the Customer all data and materials required in order to commence the performance of the Agreement, including but not limited to a copy of the import permit(s) necessary for the transport of the Goods; and
- c) Topigs Norsvin Hellas has received the payment of the Goods by the Customer, insofar as such payment is agreed upon in the Agreement.

6. DELIVERY PERIOD

Delivery period shall be agreed by the parties and shall not constitute as being strict deadline. Changes by Topigs Norsvin Hellas to the delivery period, shall not entitle the Customer to annul, dissolve or terminate the Agreement.

TOPIGS NORSVIN HELLAS is entitled to deliver and/or hand over the Goods in instalments, which instalments may be invoiced to the Customer separately. The

Customer shall pay all instalments in accordance with the provisions of the present Conditions.

The reasonable time limit within the meaning the above meaning Conditions shall be at least 30 (in writing: thirty) days from the date on which TOPIGS NORSVIN HELLAS has received the registered letter.

7. INSPECTION AND COMPLAINTS

Immediately after the Goods are handed over by the Carrier to the Customer, the Customer shall inspect the Goods in terms of quality and quantity. Any defects regarding the quality or quantity shall, within one (1) Business Day after the handing over of the Goods by the Carrier to the Customer, be reported in writing (possibly on the delivery note and/or other transportation documents), stating the nature and scope of the complaints and the order number under which the Goods were delivered. If such measure is not taken, the Customer is deemed to have approved the Goods delivered and Topigs Norsvin Hellas shall not be obliged to handle complaints with regard thereto.

After a defect has been reported to TOPIGS NORSVIN HELLAS, the Customer shall no longer use the Goods in question unless TOPIGS NORSVIN HELLAS gives its prior written consent. If the Goods in question are Animals, the Customer shall at the request of TOPIGS NORSVIN HELLAS slaughter or arrange for the slaughtering of the Animals. In the case of slaughter, the profit earned by the costumer shall be removed from the reimburse amount.

The Customer shall report any and all complaints regarding invoices to TOPIGS NORSVIN HELLAS in writing within 8 (in writing: eight) days after the receipt of the invoice. If the Customer does not report such a complaint within the aforementioned period, the Customer is deemed to have approved the invoices and complaints with regard thereto shall not be handled by TOPIGS NORSVIN HELLAS.

The Customer is required to give an expert designated by TOPIGS NORSVIN HELLAS the opportunity to assess the validity of the filed complaint(s). If the expert finds the complaint(s) to be valid, the costs of the investigation shall be paid by TOPIGS NORSVIN HELLAS. In any other case, the costs of the investigation shall be paid by the Customer.

The filing of a complaint shall in no event entitle the Customer to annul, dissolve or terminate the Agreement.

If TOPIGS NORSVIN HELLAS considers a complaint to be valid, it will (at its discretion):

- a) deliver replacement Goods;
- b) credit the amounts invoiced to the Customer; or
- c) take any other measure which TOPIGS NORSVIN HELLAS deems appropriate.

TOPIGS NORSVIN HELLAS is not required to take any other action or to reimburse any loss incurred by the Customer.

9. RETENTION OF TITLE AND TRANSMISSION OF OWNERSHIP

9.1. All Goods delivered and to be delivered to the Customer by Topigs Norsvin Hellas shall remain as a property of Topigs Norsvin Hellas, and (to the extent possible) any fruits and/or offspring of the Animals shall be the property of Topigs Norsvin Hellas, until the Customer has fulfilled all its obligations towards Topigs Norsvin Hellas in respect of (the "Retention of Title" in cases:

- a) A failure upon delivery of the Goods by Topigs Norsvin Hellas to the Customer;
- c) No payment of the products,
- d) Failure on the part of the Counterparty to fulfil its obligations towards Topigs Norsvin Hellas under the Agreement.

9.2. The Customer shall in no event create or permit any lien, security interest or other charge or encumbrance or any other type of preferential arrangement upon or with respect to any of the Goods.

9.3. The Customer shall, immediately subsequent to the handing over of the Goods, mark the Goods as the property of Topigs Norsvin Hellas and shall keep them marked in that manner until the ownership of the Goods has passed to the Customer.

9.4. For the period in which the Retention of Title is in effect, the Customer shall insure the Goods against damage caused by fire, explosion, water, and theft and shall present the insurance policies in question to Topigs Norsvin Hellas at its first request.

9.5. If the Customer fails to fulfil any of its obligations towards Topigs Norsvin Hellas under the Agreement or Topigs Norsvin Hellas has a valid reason to fear that the Customer will fail to fulfil such obligations, Topigs Norsvin Hellas is entitled to repossess the Goods which are subject to the Retention of Title. Within 30 (in words: thirty) days after such repossession by Topigs Norsvin, the market value of the Goods (which can in no event be higher than the original purchase price), reduced by the costs involved in repossessing the Goods and any and all losses incurred by Topigs Norsvin Hellas as a result of repossessing the Goods, will be credited to the Customer.

9.6. In addition to clause 9.5, if the Customer fails to fulfil any of its obligations towards Topigs Norsvin Hellas under the Agreement or Topigs Norsvin Hellas has a valid reason to fear that the Customer will fail to fulfil such obligations, Topigs Norsvin Hellas is

entitled to slaughter the Animals which are subject to the Retention of Title and/or its (indirect and/or direct) offspring. Within 30 (in words: thirty) days by providing certification after such slaughtering by the counterparty under the provision of Topigs Norsvin Hellas, the market value of the slaughtered Animals and/or its (indirect and/or direct) offspring (which can in no event be higher than the original purchase price), reduced by the costs involved in slaughtering the Animals and/or its (indirect and/or direct) offspring and any and all losses incurred by Topigs Norsvin Hellas as a result of slaughtering of the Animals and/or its (indirect and/or direct) offspring, will be credited to the Customer. The market value shall be deemed to be the remuneration which Topigs Norsvin Hellas actually received from the slaughterhouse.

9.7. The Customer shall fully cooperate with any action taken and/or decision made by Topigs Norsvin Hellas with regard to its rights pursuant to clause 9.5 and/or clause 9.6.

9.8. If and when Topigs Norsvin Hellas decides to enforce its rights under article 9.5 and/or clause 9.6, the Customer is required to show Topigs Norsvin Hellas where the Goods are located, and the Customer hereby gives Topigs Norsvin Hellas permission to at that time gain access to the premises and buildings in question and/or to have Third Parties gain access thereto.

10. FORCE MAJEURE

- Force majeure means any circumstance on the part of TOPIGS NORSVIN HELLAS, which is beyond the control of TOPIGS NORSVIN HELLAS, as a result of which the performance of obligations of TOPIGS NORSVIN HELLAS governed by these Conditions is permanently or temporarily prevented.
- For the avoidance of doubt, force majeure is understood to include strikes, labor disputes, floods, fires, acts of God, civil commotion, embargoes, quotas, shortage of labor, delays in transportation or government or European Union actions or measures, including but not limited to price controls, currency controls, destruction of breeding unit facilities, detention of goods by authorities or import and export restrictions and disruptions in production, all of this on the part of TOPIGS NORSVIN HELLAS or its suppliers, and breach of contract by a supplier of Topigs Norsvin, as a result of which TOPIGS NORSVIN HELLAS cannot or can no longer fulfil its obligations towards the Customer.
- If in the opinion of TOPIGS NORSVIN HELLAS the event of force majeure is of a temporary nature, Topigs Norsvin Hellas is entitled to suspend the performance of the Agreement until the event of force majeure no longer applies.

- If in the opinion of Topigs Norsvin Hellas the event of force majeure is of a permanent nature, Topigs Norsvin Hellas is entitled without any judicial intervention to amend the Agreement to the circumstances or to dissolve the Agreement in full or in part without owing the Customer any damages.
- If TOPIGS NORSVIN HELLAS has already fulfilled part of the agreed obligations when the event of force majeure occurs, TOPIGS NORSVIN HELLAS is entitled to prematurely and separately invoice the Goods delivered and/or work performed, and the Customer shall pay the invoice as if it related to a separate Agreement.

11. CONFIDENTIAL INFORMATION AND PUBLIC ANNOUNCEMENTS

- Any information arising from this agreement Customer undertakes to treat, and shall procure that its Affiliates treat, Confidential Information strictly confidential and refrain from disclosing it to any Third Party, unless TOPIGS NORSVIN HELLAS explicitly permitted such disclosure in writing.

“Confidential Information” shall mean:

(i) the contents of all Proposals, Order Confirmations and Agreements and any related agreements (whether legally binding or not), minutes, term sheets, notes, letters or other documents prepared or executed as well as any related discussions and negotiations;

(ii) any information the Customer obtained in connection with the preparation, negotiation, execution or consummation of a Proposal, Order Confirmation and/or Agreement;

(iii) any information concerning TOPIGS NORSVIN HELLAS and/or its Affiliates, Animals, Goods, intellectual property rights of TOPIGS NORSVIN HELLAS and/or its Affiliates, technology, all proprietary information, disclosures, records, data reports, research, discussions, strategies, plans, proposals, development program, breeding knowledge and skills, methods of operation, processes, procedures, production standards, formulae, selective and unique characteristics of the Goods and/or Animals, development, experimental work, ideas, trade secrets, marketing, sales, financial, know-how or other valuable and/or confidential matters possessed, held by or related to such party or any of its activities, processes and operations.

Any information that has come into the public domain and/or has been received from an independent source, in each case, without breach of any confidentiality obligation owed by present Conditions, shall not be considered Confidential Information.

To the extent required by law, any court of competent jurisdiction or any competent regulatory body, if a person is so required to make any announcement or to disclose any Confidential information, the Customer shall promptly notify TOPIGS NORSVIN HELLAS, where practicable and lawful to do so, before the announcement is made or disclosure occurs and shall co-operate with TOPIGS NORSVIN HELLAS regarding the timing and content of such announcement or disclosure or any action which TOPIGS NORSVIN HELLAS may reasonably elect to take to challenge the validity of such requirement.

At the first request of TOPIGS NORSVIN HELLAS, the Customer will, at its own expense, make available to TOPIGS NORSVIN HELLAS all Confidential Information and data in its possession, including any copies made thereof, without Topigs Norsvin Hellas becoming liable to pay any damages towards the Customer.

12. PENALTY

Any breach by the Customer of clause of these Conditions will result in the Customer being liable to pay to Topigs Norsvin Hellas International and immediately due and payable penalty, which is not subject to judicial mitigation, of EUR 50,000 (in words: fifty thousand euros) per instance and EUR 50,000 (in words: fifty thousand euros) for each day that the Customer continues to be in breach.

13. DISSOLUTION

13.1 Without any warning, notice of default or judicial intervention being required, TOPIGS NORSVIN HELLAS shall be entitled to dissolve in full or in part or terminate the Agreement, and/or to reclaim the Goods delivered as its property, and/or to claim in full any amount payable to TOPIGS NORSVIN HELLAS by the Customer under the Agreement, and/or to exclude the Customer from further delivery of Goods, without prejudice to the right of to TOPIGS NORSVIN HELLAS demand the fulfilment of the obligations under the Agreement by the Customer and/or the right to demand damages, if:

- a) The Customer fails to fulfil any obligation under the Agreement;
- b) The Customer is declared bankrupt or a petition in its bankruptcy is filed, applies for a suspension of payment or is granted a suspension of payment;
- c) The Customer applies for a debt rescheduling arrangement;
- d) Attachment is levied or has been levied on all or part of the assets of the Customer;

e) In the opinion of Topigs Norsvin, the Customer is insufficiently creditworthy to fulfil its obligations towards Topigs Norsvin Hellas under the Agreement.

f) The Customer is dissolved or liquidated.

g) The Customer ceases or has ceased its operations, all or part of its business is transferred to a Third Party (including but not limited to the contribution of its business into a company to be incorporated or an existing company) or all or part of the (indirect and/or direct) control over its business is transferred, while the Customer has not yet fulfilled its obligations towards Topigs Norsvin Hellas under the Agreement.

13.2. In case of a dissolution or termination of the Topigs Norsvin Hellas shall not be liable for any damages, of any nature whatsoever, including but not limited to any payments to be made by Topigs Norsvin Hellas as a result of an obligation to undo the performance of the Agreement .

14. DURATION AND TERMINATION

14.1. The present contract enters into effect as per the date of its acceptance. It may be terminated by each of the parties on the last day of any calendar month by means of a registered letter. The above articles remain in force as per the date the term of notice of one month has passed. From the moment of termination of the agreement an in case there is a TOPIGS NORSVIN dam line semen will not be available any more for counterparty; also the data exchange with TOPIGS NORSVIN – Pigbase and technical support will be stopped. The invoicing of royalties will be stopped.

14.2. On the day the contract is terminated counterparty in case of using GGPB and GPB boars or semen products this use shall be stopped. Furthermore, in case that counterparty cannot fulfil the contract due to force majeure (illness, epidemic, etc.) has right to produce finisher pigs, Similarly, counterparty in cases of not fulfilling the obligation to slaughter the GGPB-S and GPB-S within one month of this date TOPIGS NORSVIN has the right to buy the animals for meat value. Counterparty will give possibilities to Topigs Norsvin Hellas to perform DNA typing of the offspring of the sows according to the Appendix[X].

14.3. In case counterparty does not provide the possibilities to Topigs Norsvin Hellas to perform the DNA typing of genetics to check if Topigs Norsvin Hellas lines or the offspring of the animals after terminating of this agreement are used for breeding purpose counterparty uses the lines for breeding purpose in a way which is not regulated in this agreement, the

counterparty infringes its obligations mentioned in this contract, that will constitute a breach of the present agreement and Article 12 can be used.

14.4. In case of an inadequacy by any party to fulfil the commitment(s) of this contract or from other agreements that result from it, as well as, among other things, in case of bankruptcy, suspension of payment, and in the case of shut-down, withdrawal of any permits, attachment of (a part of) company property or things intended for the implementation of the agreement, liquidation or takeover or any situation similar to that from any party (or by the enterprise operated by it), it is legally in default.

14.5. In the events cited in the previous, the fulfilling party can, prior written notice of default and without intervention of the court, terminate the agreement entirely or in part immediately without a term of notice.

14.6. If counterparty doesn't respect its obligations as referred in this contractual agreement TOPIGS NORSVIN has the right to terminate this contract without intervention of the court immediately without a term of notice.

14.7. Termination occurs by means of a registered letter or write to the non-fulfilling party.

14.8. The counterparty in case of termination of this contract for whatever reason, (1) shall no longer make use of the know-how made available to him nor pass on such know-how to third parties due to the terms mentioned by the present of confidentiality, except where the counterparty can demonstrate that such knowledge has become part of the public domain and (2) no longer make use of the name "TOPIGS NORSVINE".

14.9 If, despite the provisions stated to this agreement by breaching of Conditions, a fixed-term or open-ended Agreement is deemed to have been concluded, Topigs Norsvin Hellas may at any time terminate such Agreement for any reason whatsoever while observing a notice period of at least 30 (in words: thirty) days. Topigs Norsvin Hellas shall not be liable for any damages, of any nature whatsoever, relating to such termination.

14.10. In case of termination of this agreement for any kind of reason such as unfulfilling of the terms and conditions, bankruptcy, liquidation or dissolve by the counterparty, all animals male and females produced or bought by the counterparty shall be slaughtered under the immediate responsibility of the counterparty and be approved by certificate otherwise article 12 will be in force.

15. RIGHT TO SET OFF

15.1. Topigs Norsvin Hellas is entitled to set off any claims of the Customer and/or its Affiliates towards Topigs Norsvin, against claims that Topigs Norsvin Hellas and/or its Affiliates have towards the Customer and/or its Affiliates.

16. GOVERNING LAW AND COMPETENT COURT

16.1. This Agreement is governed exclusively by Greek law. All disputes which may arise between the parties, and which have proved impossible to settle amicably will be decided on by the Greek court of Athens.

16.2. All disputes which may arise out of or in connection with this Agreement and/or these Conditions, shall be submitted exclusively to the competent court between the parties and which have proved impossible to settle amicably will be decided on by the Greek court of Athens.

17. FINAL PROVISIONS

This agreement concerns only services and products as defined for TOPIGS NORSVIN selling contractual agreement upon products and services. Previous signed agreements, if any and not covered by this contract, between the counterparty and Topigs Norsvin Hellas stays valid.

18. ENTIRE AGREEMENT

This document contains the entire agreement between the Counterparty and TOPIGS Norsvin Hellas and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. The document, apart from the appendices, consists of 18 Pages containing and the invoice. Appendix [X] as mentioned are constitute an integral part of this agreement. If any part of this contract elapses, the rest of this contract will stay unimpaired.

Thus agreed and signed from the day of its acceptance.

Topigs Norsvin Hellas

Sole Limited Liability Company

