

BREEDERS CLUB APPLICATION FORM



To: Dovea Genetics Limited & South Eastern Cattle Breeding Society Limited
C/O South Eastern Cattle Breeding Society Limited
Dovea, Thurles, Co. Tipperary

CUSTOMER: _____

HERD NUMBER: _____ ACCOUNT NUMBER: _____

1. The person identified as the 'Customer' above (the "**Customer**") hereby applies to be admitted as a member of the Dovea Genetics Breeders Club (the "**Breeders Club**") on the terms and conditions set out herein ("**this Application Form**"). Customer acknowledges that Dovea Genetics Limited and South Eastern Cattle Breeding Society Limited (collectively the "**Breeders Club Operators**") and each a "**Breeder Club Operator**") may, in their sole and absolute discretion, refuse admission to membership of the Breeders Club.
2. **If Customer's application for admission as a member of the Breeders Club is accepted by the Breeders Club Operators, there shall arise between Customer and the Breeders Club Operators a contract governing such membership on the terms and conditions of this Application Form (the "Contract of Membership"). In consideration of being admitted to the Breeders Club (should Customer be so admitted), Customer agrees to be bound by and that Customer's membership of the Breeders Club shall be subject to, the Contract of Membership.**
3. Customer acknowledges that, for so long as the Breeders Club continues, if Customer submits an order for Breeders Club Bull Semen or for any Breeders Club Bull Service, that order shall not be treated by any Breeders Club Operator as valid if Customer is not a member of the Breeders Club for the time being.
4. In this Application Form: (A) "**Breeders Club Bull**" means a bull which is for the time being on the Breeders Club Bull List and from which semen is for the time being for sale; (B) "**Breeders Club Bull List**" means the list of bulls entitled *Breeders Club Bulls* published on the Website as updated from time to time; (C) "**Breeders Club Bull Semen**" means, subject to Clause 11, any semen sourced from any Breeders Club Bull; (D) "**Breeders Club Bull Service**" means any service in the course of the provision of which Breeders Club Bull Semen will be supplied or used; (E) "**Breeders Club Undertakings**" means the provisions of Clauses 7, 8 and 9 of this Application Form; (F) "**Breeding Related Rights**" means the rights to Genetic Material sourced from First Generation Offspring for the use of such Genetic Material in artificial insemination including the right to collect, store, sell and/or use such Genetic Material for breeding purposes; (G) "**Conditions**" has the meaning given to it in the Standard Terms and Conditions; (H) "**Contract**" has the meaning given to it in the Standard Terms and Conditions; (I) "**First Generation Offspring**" means first generation male or female offspring (whether born or unborn) of matings using Breeders Club Bull Semen; (J) "**First Generation Offspring Genetic Material**" means any Genetic Material sourced from any First Generation Offspring; (K) "**Genetic Material**" means any semen, oocyte, or embryo; (L) "**Intellectual Property Rights**" includes all intellectual property rights including, without limitation, any patent, trade or other mark, registered design, topography right, copyright, database right or any other right in the nature of any of the foregoing (or application, or right to apply for, any of the foregoing), and trade or business name, invention, discovery, improvement, design, technique, confidential process or information or know how, in each case subsisting anywhere in the world and whether registered, unregistered or unregistrable, and any licence or right of user of any of the foregoing, and the full right to all legal protection relating to the same; (M) "**Standard Terms and Conditions**" means the Breeders Club Operators' terms and conditions of supply of goods and/or services as available on the Website; (N) "**Website**" means the Breeders Club Operators' website accessible at www.doveagenetics.ie; and (O) unless the contrary intention is stated, a reference to: (i) the singular includes the plural and vice versa; (ii) a person includes that person's legal personal representatives, successors and permitted assigns; (iii) 'including' means comprising, but not by way of limitation to any class, list or category; (iv) a 'person' shall be construed as a reference to any individual, firm, company, corporation, governmental entity or agency of a state, association, or partnership (in the case of each of the foregoing, whether or not having separate legal personality), or two or more of the foregoing; and (v) 'writing' shall include a reference to any electronic mode of representing or reproducing words in visible form. The terms and conditions herein shall be construed without regard to the rule of construction known as "ejusdem generis". If any ambiguity or question of intent or interpretation arises, these terms and conditions shall be construed as if drafted jointly by the Breeders Club Operators and Customer and no

presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any of the provisions of this Application Form.

5. **The Breeders Club Operators may, in their sole and absolute discretion, amend the terms and conditions of the Contract of Membership at any time as they see fit. The Breeders Club Operators may, in their sole and absolute discretion, communicate such amendments by posting them on the Website or by notice in writing to Customer or both. Any such amendments will be effective from the date upon which they are posted on the Website or communicated to Customer by notice in writing (and, if the Breeders Club Operators use both means to communicate such amendments, they will be effective from whichever of their being posted on the Website or communicated to Customer by notice in writing occurs first). Any reference herein to the Standard Terms and Conditions, or to this Application Form, or to the Contract of Membership, or to any Contract, or to the Conditions, or to any other agreement, document, or instrument is to the same as amended, modified, supplemented, or replaced from time to time.**

6. Customer's admission as a member of the Breeders Club does not guarantee the supply of Breeders Club Bull Semen or of any Breeders Club Bull Service to Customer. Any Breeders Club Operator may accept or reject any order from Customer in its sole and absolute discretion. **All supplies of Breeders Club Bull Semen and of Breeders Club Bull Services shall be on the terms and conditions of the Conditions and the Breeders Club Undertakings.** The express terms of the Contract of Membership constitute the sole and entire agreement between the Breeders Club Operators and Customer in relation to Customer's membership of the Breeders Club and supersede all prior written and oral arrangements, understandings, representations, warranties and agreements between them in that regard (if any). In the case of the supply of Breeders Club Bull Semen or Breeders Club Bull Services to Customer, the express terms of the Contract relating to the supply of such Breeders Club Bull Semen or Breeders Club Bull Services and the express terms of the Contract of Membership shall constitute the sole and entire agreement between the Breeders Club Operator concerned and Customer in relation to such supply and shall supersede all prior written and oral arrangements, understandings, representations, warranties and agreements between them in that regard (if any). If any provision of any Contract is inconsistent with the provisions of the Contract of Membership, the provisions of the Contract of Membership shall prevail.

7. **For so long as the sire of a given First Generation Offspring is a Breeders Club Bull, all Breeding Related Rights in relation to that First Generation Offspring shall belong to the Breeders Club Operators and Customer undertakes to the Breeders Club Operators in relation to that First Generation Offspring that:**
 - (a) **Customer shall only use that First Generation Offspring (where that First Generation Offspring is male) for natural mating purposes;**

 - (b) **Customer shall not use that First Generation Offspring or permit that First Generation Offspring to be used by any person (including, without limitation, any provider of artificial insemination ("AI") services in Ireland or elsewhere (other than SECBS)) for the collection, sale, marketing, or supply of, Genetic Material or, where that First Generation Offspring is female, for generating bulls for breeding purposes, or otherwise put that First Generation Offspring in circumstances or permit that First Generation Offspring to be in circumstances where it will or may be used for the collection, sale, marketing, or supply of, Genetic Material or, where that First Generation Offspring is a female, for generating bulls for breeding purposes;**

 - (c) **Customer shall not market, advertise for sale or supply, or sell or otherwise supply, or dispose of, or create or permit to exist any third party right, title, or interest (including, without limitation, any security interest and any beneficial interest under any trust) in or to, or collect, deal in, or use in any way or for any purpose, any Genetic Material from that First Generation Offspring; and**

 - (d) **Customer shall not provide, procure, or permit, access to or possession of that First Generation Offspring to or by any person, or create or permit to exist any right, title, or interest (including, without limitation, any security interest and any beneficial interest under any trust) in or to that First Generation Offspring in favour or for the benefit of any person, or sell or otherwise dispose of that First Generation Offspring to any person, in each case in circumstances where anything will or may be done with, using, or in relation to that First Generation Offspring**

or Genetic Material from that First Generation Offspring which, if done by Customer, would be in breach of any of the foregoing provisions of this Clause 7, without such person (the "Offspring Recipient") first entering into a written agreement with the Breeders Club Operators in a form acceptable to the Breeders Club Operators in which the Offspring Recipient agrees to such of the obligations in this Clause 7 as the Breeders Club Operators may direct.

In the event of any conflict between the provisions of Clause 7(b) and the provisions of Clause 7(d), the provisions of Clause 7(d) shall prevail.

8. Customer further undertakes to the Breeders Club Operators without limit in time that:

- (a) Customer shall not use Breeders Club Bull Semen for any purpose other than the AI of animals ordinarily in Customer's herd or the performance or undertaking of an embryo transfer reproductive process on animals ordinarily in Customer's herd;
- (b) Customer shall not advertise for sale or supply, or sell or otherwise supply, or dispose of, or deal in, or create or permit to exist any third party right, title, or interest (including, without limitation, any security interest and any beneficial interest under any trust) in or to, any Breeders Club Bull Semen; and
- (c) Customer shall not provide, procure, or permit, the use of, access to, or possession of, Breeders Club Bull Semen to or by any person except for the provision of Breeders Club Bull Semen to a person for the sole purpose of and to the extent only that it is strictly necessary for, the use by Customer of Breeders Club Bull Semen in accordance with Clause 8(a) and if Customer provides Breeders Club Bull Semen to any person in accordance with this Clause 8(c) (each such person an "Authorised Recipient"), in all cases Customer shall be responsible hereunder for the acts and omissions of each Authorised Recipient in relation to the Breeders Club Bull Semen as if they were the acts and omissions of Customer.

All Intellectual Property Rights in and to all Breeders Club Bull Semen are vested and shall remain vested in the Breeders Club Operators. Customer agrees that no licence is granted to Customer in respect of Breeders Club Bull Semen other than as expressly granted by the provisions of this Clause 8.

9. Customer further undertakes to the Breeders Club Operators that Customer shall: (a) not circumvent or attempt to circumvent the wording and intent of any of the provisions of Clause 7 or of Clause 8; (b) not aid, assist, procure, or enable (whether by act or omission) any other person to do anything that would be a breach of any of the provisions of Clause 7 or of Clause 8 if that person was Customer; and (c) act in good faith at all times in respect of the production, supply and use of Breeders Club Bull Semen and Breeders Club Bull Services and in respect of the provisions of the Contract of Membership generally. The Breeders Club Undertakings are reasonably required to protect the value and viability of the Breeders Club Operators' artificial breeding and genetics programme which represents a substantial and long-term investment in capital, research and development and sire proving and which is of strategic importance to the Breeders Club Operators. The Breeders Club Undertakings apply irrespective of the means by which Customer comes into possession or control of Breeders Club Bull Semen or First Generation Offspring or First Generation Offspring Genetic Material.

10. Customer shall indemnify and keep indemnified in full and on demand each Breeders Club Operator from and against any and all losses of every kind whatsoever (including, without limitation, any direct, indirect, or consequential losses), costs, expenses, liabilities and damages that such Breeders Club Operator may suffer or incur arising directly or indirectly out of, or directly or indirectly in connection with, any breach of any of the Breeders Club Undertakings.

11. The Breeders Club Operators reserve the right, in their sole and absolute discretion, to remove any bull from the Breeders Club Bull List (and consequently for that bull to cease to be a Breeders Club Bull) at any time and to otherwise vary the Breeders Club Bull List or any directory from time to time. If a bull from which Breeders Club Bull Semen is supplied to Customer ceases to be a Breeders Club Bull after that semen has been supplied to Customer, that semen shall continue to be Breeders Club Bull Semen and remain subject to the restrictions provided for in Clause 8 thereafter.

12. **The Breeders Club Operators, in their sole and absolute discretion, may discontinue the Breeders Club at any time.**
13. **Without affecting any other right or remedy available to any of the Breeders Club Operators, the Breeders Club Operators may terminate Customer's membership of the Breeders Club with immediate effect upon written notice to Customer to that effect:**
 - (a) **if Customer commits any breach (however trivial and without such breach having to be repudiatory, continuing, or material) of any of the Breeders Club Undertakings; or**
 - (b) **if Customer commits any continuing or material breach of any provision of the Contract of Membership (other than the Breeders Club Undertakings), or of any provision of any Contract (other than the Breeders Club Undertakings, if they are incorporated into that Contract), or of any provision of any other contract between any of the Breeder Club Operators and Customer from time to time (other than the Breeders Club Undertakings, if they are incorporated into that contract) and either that breach is not capable of remedy or, if that breach is capable of remedy, Customer fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or**
 - (c) **upon the occurrence of any of the events described in clauses 5.5(a)-(d) (inclusive) of the Standard Terms and Conditions in relation to Customer.**
14. **Without affecting any other right or remedy available to any of the Breeders Club Operators, the Breeders Club Operators may terminate Customer's membership of the Breeders Club at any time by giving not less than 90 days' notice in writing to that effect to Customer.**
15. **Customer acknowledges that with effect from the termination of Customer's membership of the Breeders Club and for so long as the Breeders Club continues thereafter, unless Customer is readmitted as a member of the Breeders Club, if Customer submits any order for Breeders Club Bull Semen or for any Breeders Club Bull Service, that order shall not be treated by any Breeders Club Operator as valid. If any Breeders Club Operator and Customer have entered into a Contract for the supply of Breeders Club Bull Semen or Breeders Club Bull Services that has not been performed by such Breeders Club Operator in full prior to the Breeders Club Operators serving a notice of the termination of Customer's membership of the Breeders Club, without affecting any other right or remedy available to any of the Breeders Club Operators, such Breeders Club Operator shall have the right to terminate that Contract with immediate effect upon written notice to Customer to that effect so that, to the extent that such Breeders Club Operator has not supplied the Breeders Club Bull Semen or Breeders Club Bull Service which is the subject of that Contract at the time at which the notice of the termination of Customer's membership of the Breeders Club is served on Customer, such Breeders Club Operator shall not be obliged to do so thereafter.**
16. **Without prejudice to the Breeders Club Operators' rights to terminate Customer's membership of the Breeders Club, or to terminate any Contract or any other contract between Customer and any of the Breeders Club Operators from time to time, or to discontinue the Breeders Club, the terms and conditions of this Application Form (including, without limitation, the Breeders Club Undertakings) shall not be terminable and shall remain in full force and effect in accordance with their respective provisions notwithstanding and shall survive, the termination of Customer's membership of the Breeders Club, or the discontinuation of the Breeders Club, or the termination of any Contract or of any other contract between Customer and any of the Breeders Club Operators from time to time. The termination of Customer's membership of the Breeders Club, or the discontinuation of the Breeders Club, or the termination of any Contract or of any other contract between Customer and any of the Breeders Club Operators from time to time shall be without prejudice to the rights of the Breeders Club Operators accrued up to such termination or discontinuance.**
17. **If the whole or any part of a provision of the Contract of Membership is or becomes illegal, invalid, or unenforceable under the law of any jurisdiction, that shall not affect the legality, validity, or enforceability under the law of that jurisdiction of the remainder of the provision in question or any other provision of the Contract of Membership and the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of the Contract of Membership. Each of the**

restrictions in the Contract of Membership (including, without limitation, the Breeders Club Undertakings) shall be construed and take effect independently of the others. The parties consider the restrictions comprised in the Contract of Membership to be reasonably required for the protection of the Breeders Club Operators' legitimate interests. Without prejudice to the rights of the Breeders Club Operators to amend the terms and conditions of the Contract of Membership pursuant to Clause 5, Customer further agrees to accept and observe such substituted restriction(s) (in place of all or any of those comprised in the Contract of Membership) as the Breeders Club Operators may from time to time specify, provided that such substituted restriction(s) are in all respects less restrictive in extent than those provided for in the Contract of Membership which they replace.

18. The Contract of Membership and all of its provisions shall be binding upon and inure to the benefit of each Breeders Club Operator, Customer, and their respective heirs, executors, administrators, successors and permitted assigns. Each Breeders Club Operator may assign, transfer (whether voluntarily or involuntarily, by operation of law or otherwise) or create or permit to exist any right, title, or interest (including, without limitation, any security interest and any beneficial interest under any trust) in, to or under, any of the rights of such Breeders Club Operator under the Contract of Membership. Customer shall not assign, transfer (whether voluntarily or involuntarily, by operation of law or otherwise) or create or permit to exist any right, title, or interest (including, without limitation, any security interest and any beneficial interest under any trust) in, to or under, any of the rights of Customer under the Contract of Membership or purport to transfer, sub-contract, or delegate any of Customer's obligations under the Contract of Membership without the written consent of the Breeders Club Operators. Nothing in the Contract of Membership shall create, or be deemed to create, a partnership, joint venture, unincorporated association, or the relationship of principal and agent between Customer, any Breeders Club Operator, or any other members of the Breeders Club for the time being. Each of the rights of each Breeders Club Operator under the Contract of Membership may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which such Breeders Club Operator may have under the Contract of Membership, law, or otherwise; and may be waived only in writing and specifically. Delay by any Breeders Club Operator in exercising, or the non-exercise by any Breeders Club Operator of, any such right shall not constitute a waiver of that right.
19. Notices and other communications under or in connection with the Contract of Membership may be given in writing by hand, by ordinary pre-paid post or by e-mail. Any such notice, if so given, shall be deemed to have been served: (i) if sent by hand, when delivered; (ii) if sent by post, one business day after posting; and (iii) if sent by e-mail, six hours after sending provided the sender has not received notice of failed or delayed delivery.
20. The Contract of Membership (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with Irish law. **The Irish courts shall have non-exclusive jurisdiction to hear, determine and settle any dispute arising out of or in connection with the Contract of Membership or any related non-contractual obligations and Customer submits to the non-exclusive jurisdiction of the Irish courts for that purpose. Customer acknowledges that a breach of the Breeders Club Undertakings would result in serious damage being sustained by the Breeders Club Operators and as a result Customer unconditionally agrees to waive any right to oppose the granting of any equitable relief (including injunctive relief) sought by any Breeders Club Operator in relation to a threatened or actual breach of the Breeders Club Undertakings.**

BY SIGNING BELOW, CUSTOMER CONFIRMS THAT CUSTOMER HAS READ AND UNDERSTOOD IN FULL AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS APPLICATION FORM INCLUDING THE RESTRICTIONS RELATING TO SEMEN FROM ANY BREEDERS CLUB BULL, FIRST GENERATION OFFSPRING AND GENETIC MATERIAL FROM FIRST GENERATION OFFSPRING AND THE STANDARD TERMS AND CONDITIONS.

CUSTOMER ACKNOWLEDGES THAT ALL PERSONAL DATA SHALL BE COLLECTED AND PROCESSED IN ACCORDANCE WITH THE DOVEA GENETICS CUSTOMER PRIVACY STATEMENT.

IN WITNESS OF WHICH, this Application Form has been duly executed by Customer or by the undersigned signatory on behalf of Customer on the date below written, and, if such signatory is signing on behalf of Customer, such signatory represents and warrants to the Breeders Club Operators that such signatory has the authority to sign on behalf of Customer.

SIGNATURE: _____ DATE: _____ PRINT NAME AND TITLE: