

PRIVATE DEED

Between

- ❖ The International Committee for Animal Recording (hereinafter ICAR), with its registered office in Rome (Italy), Via [Savoia 78, sc.A, int.3](#), tax code number 97237980582, an international non-profit making association, represented by [the President of the Association and legal representative, Jay Mattison, born in X \(USA\) on DD Month YYYY and](#) authorised here for by virtue of a decision of the Board.

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AND

- ❖ SERVICE-ICAR S.r.l., a single shareholder company, based in Rome, Via [Savoia 78, sc.A, int.3](#), with a capital of Euro 10,400, tax code and VAT registration number: 06753481008, represented by its [Chief Executive Martin Burke](#), born in [11th June 1962](#), domiciled for the purposes of the appointment at the registered office, authorised here for by virtue of a decision of the board of directors

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Considering that:

- ICAR established SERVICE-ICAR S.r.l. by means of a deed under the hand and seal of Notary Public Fabro of Rome on 25 September 2001, index 98.283, and subscribed its entire share capital;
- ICAR is the proprietor of the [brand and logo as decreed in ICAR document 'ICAR Brand and use of ICAR logo'](#). In carrying out its activities, ICAR has developed research and procedural techniques, gained experience and acquired knowledge, including knowledge of a

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scientific nature, which, in characterising it, makes ICAR universally known and constitutes its know-how. In accordance with the provisions contained in Article [7, 9 and 21](#) of ICAR's articles of association, its members may avail themselves of the aforementioned [brand and logo](#) in strict conformity with the conditions set forth in the agreement that governs their admittance into the Association;

- c.) SERVICE-ICAR S.r.l. is responsible, *inter alia*, for verifying conformity with the international standards defined by ICAR of the following:
- (i) instruments for measuring milk, meat and other livestock productions;
 - (ii) livestock technology systems and more generally, technologies relating to livestock farms;
 - (iii) animal identification systems and
 - (iv) genetic evaluation systems and methods.
- d.) in carrying out its statutory activity, and in particular the activity specified in the previous sub-section, SERVICE-ICAR S.r.l. deals with Members of ICAR, Associations, Industries, Test Centres, Artificial Insemination Centres, Evaluation Centres; non-members of ICAR and private individuals in general who may have an interest in establishing relations with SERVICE-ICAR S.r.l. in order to:
1. arrange for the testing of their industrial productions;
 2. request from SERVICE-ICAR S.r.l. other services that fall within its company object.
- All of the above is done with the aim of obtaining [authorisation] from SERVICE-ICAR S.r.l., following the successful outcome of the tests, inspections and controls that the latter reserves the right to carry out periodically, using ICAR protocols,

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specifications and methods, to use the ICAR logo on their own industrial productions alongside their own distinctive product name;

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e.) in order to grant SERVICE-ICAR S.r.l. the authority to establish the aforementioned contractual relations, which, *inter alia*, permit the use of the ICAR brand and logo, negotiations were held between the parties, which were aimed at permitting SERVICE-ICAR S.r.l., as the licensee, to use ICAR's brand and logo and know-how, with the power to allow third parties to use the brand and logo for a fixed and renewable period of time;

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f.) having reached agreement, the parties

Agree and stipulate the following:

1. The introductory statements form an integral and essential part of this deed.
2. In order to achieve the aims briefly described in sub-sections "d" and "e" of the introductory statements, the International Committee for Animal Recording, represented by its legal representative, grants to SERVICE-ICAR S.r.l. - who, represented by its Chief Executive, accepts - the right to use the "ICAR" brand and logo of which it is the proprietor. The granting of this right also includes the right to avail itself of ICAR know-how.
3. The license to use the brand and logo and know-how is granted for all countries in which ICAR has an exclusive right to use its brand and logo.
4. The duration of the contract is fixed at 10 (ten) years. It may be extended by the same period of time, provided that no notice of termination is sent by either party, at least one year before the expiry date, by registered letter with

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acknowledgement of receipt or electronic way, to the registered office of the other party or, in the event of transfer, to the new registered office that the party concerned shall be responsible for notifying to the other by registered letter with acknowledgement of receipt. Failing this, notice of termination shall be considered validly sent to the place resulting from this deed, even if the recipient no longer has its offices here.

5. The parties agree upon the exclusiveness of the above granting in favour of SERVICE-ICAR S.r.l. If necessary, in order to enable SERVICE-ICAR S.r.l. to carry out its activities as best as possible, the parties specify that, for everything contained in this contract, SERVICE-ICAR S.r.l. may act by disclosing, to third parties with whom it deals, its capacity as licensee of ICAR, by virtue of the powers conferred upon it hereunder.
6. On account of the relations between ICAR and SERVICE-ICAR S.r.l., in relation to the use of the brand and logo and know-how specified above, no amount shall be owed by the latter to the former.
7. SERVICE-ICAR S.r.l. may authorise the industries with which it will deal to mark their products with the ICAR logo, including equipment, technology systems or animal identification systems, and anything else that SERVICE-ICAR S.r.l. chooses to test. Authorisation may also be extended to booklets, brochures and advertising initiatives, provided that they relate only to the approved product and to the animal or equipment evaluated by SERVICE-ICAR S.r.l. This is conditional upon specification of the corresponding amount and duration and on condition that the ICAR brand and logo is

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always accompanied by the manufacturer's brand name. The respective contracts must contain suitable clauses to ensure that SERVICE-ICAR S.r.l. exercises constant control over the compliance of the products with the technical specifications established by ICAR.

8. ICAR is committed to the regular payment of taxes aimed at maintaining the proprietorship of the brand and logo in all the countries in which it is registered. If the ICAR brand and logo is registered in new Countries, the territorial scope of this contract shall be automatically applied to these [Countries].

9. In accordance with Articles 49 et seq of the Trademarks Law (text amended by Legislative Decree no. 480 of 4 December 1992), SERVICE-ICAR S.r.l. may ask for this contract to be registered at the Italian Patent and Trademark Office. In this case, the parties shall reproduce this contract in a public form, for the purposes of registration. Any formal changes requested by the Notary Public may be inserted into the public deed. Likewise, SERVICE-ICAR S.r.l. may ask for the contract to be registered with the relevant offices of foreign countries to which the application of this contract has been extended. In this case too, the respective costs shall be borne by SERVICE-ICAR S.r.l. and the parties are obliged to reproduce the contracts according to the forms required in the States where the registration is to take place, always with any formal changes requested by the notary public.

10. This contract is governed by Italian law. For any disputes, the Court of Rome shall have jurisdiction.

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President of ICAR

Read, confirmed and signed on xxxx

Chief Executive of Service ICAR

Read, confirmed and signed on xxxx