



WORLD WAGYU COUNCIL – TECHNICAL COMMITTEE
MUTUAL DATA-SHARING NON-DISCLOSURE AGREEMENT

This Mutual Data-Sharing Non-Disclosure Agreement (“Agreement”) is made by and between the World Wagyu Council-Technical Committee members named as:

- [insert WWCTC member name] ([insert WWCTC member name abbreviation])
- and the [insert WWCTC member name] ([insert WWCTC member name abbreviation]).

Each of them are referred to herein as a “Party” and, together, as the “Parties.” The Parties anticipate sharing confidential data relating to wagyu animals registered with their respective associations and this Agreement governs the Parties’ obligations and how the data may be used and disclosed. As a condition to the Disclosing Party furnishing certain non-public information to the Receiving Party, the Receiving Party agrees to the following provisions:

1. Certain Definitions.

- a. “Person” means any natural person, business, corporation, company, association, limited liability company, partnership, limited partnership, limited liability partnership, joint venture, business enterprise, trust, governmental authority or other legal entity.
- b. “Proprietary Information” means any information or data concerning Herdbook Pedigree Registration information, Estimated Breeding Values (EBVs) or Expected Progeny Differences (EPDs) and Index values, *Genetic Condition test results*, DNA/genotype information, including, without limitation, SNP profiles, 50K Genotypes, 100K Genotypes, and STR marker reports, whether in oral, visual, written, electronic or other form, that is disclosed to the Receiving Party before the date hereof, now or in the future by the Disclosing Party, together with all notes, memoranda, summaries, analyses, compilations and other writings relating thereto that are prepared by the Receiving Party to the extent that they use, contain, reflect or are derived from or incorporate any such information or data. Notwithstanding the foregoing, “Proprietary Information” does not include any information or data that: (i) is or was independently developed by the Receiving Party without the benefit of any Proprietary Information; (ii) is or becomes generally available to the public, other than as a result of disclosure by the Receiving Party in breach of this Agreement; or (iii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, so long as that source, to the Receiving Party’s knowledge after reasonable inquiry, is not prohibited from disclosing such information or data to the Receiving Party without restriction on disclosure or use.
- c. “Representatives” means the Parties’ respective directors, employees, managing members, general partners, attorneys, consultants and other advisors.
- d. “the Disclosing Party” means the Party that provides Proprietary Information to the Receiving Party pursuant to this Agreement.
- e. “the Receiving Party” means the Party that receives Proprietary Information from the Disclosing Party pursuant to this Agreement.



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2. Confidentiality, Use and Disclosure of Proprietary Information.

- a. Confidentiality and Use of Proprietary Information. In consideration of the disclosure of the Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees:
- (i) to use the Proprietary Information solely in connection with
 - (1) registration of cattle with the Receiving Party, or
 - (2) genetic evaluation of cattle by the Receiving Party, including without limitation, in BREEDPLAN evaluations or genetic evaluation for the production of expected progeny differences, or
 - (3) Genetic Condition probability estimation, and for no other purposes;
 - (ii) to hold the Proprietary Information in strict confidence and not disclose the Proprietary Information to any other Person (except as otherwise permitted herein);
 - (iii) to safeguard the Proprietary Information with the same degree of care as it would treat its own highly confidential information; and
 - (iv) not to copy or reverse engineer any such Proprietary Information.
- b. Compulsory Disclosure. If the Receiving Party is requested or required by interrogatories, requests for information from a governmental, regulatory or supervisory authority, subpoena or similar legal process to disclose any Proprietary Information, the Receiving Party shall provide the Disclosing Party with prompt prior written notice thereof, to the extent not prohibited by applicable law, so that the Disclosing Party may seek an appropriate protective order and/or, in the sole discretion of the Disclosing Party, waive compliance by the Receiving Party with the applicable provisions of this Agreement, and cooperate with all reasonable requests by the Disclosing Party in its efforts to obtain a protective order or other reasonable assurance that the Proprietary Information will be accorded confidential treatment.

3. **No Representations or Warranties; No Obligations.** The Receiving Party acknowledges and agrees that no representation or warranty, express or implied, is made by the Disclosing Party or any of its Representatives as to the accuracy or completeness of any of the Proprietary Information. Neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party or any of its Representatives or any third party on account of the use of any Proprietary Information or any inaccuracy therein or omission therefrom. The Receiving Party acknowledges that the Disclosing Party reserves the right to provide or not provide Proprietary Information to the Receiving Party. The Receiving Party shall not have any claim or cause of action against the Disclosing Party or any of its Representatives in respect of the foregoing. The Disclosing Party will disclose at the time of initial disclosure any known inaccuracies or errors in the Proprietary Information provided to the Receiving Party pursuant to this Agreement. The Disclosing Party will use its best efforts to disclose any inaccuracies or errors in the Proprietary Information provided to the Receiving Party pursuant to this Agreement that become known after the time of initial disclosure.

4. **Remedies.** The Receiving Party agrees that money damages may not be a sufficient remedy for a breach or a threatened breach of this Agreement. The Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief without the posting of a bond



or other security as a remedy for any such breach or threatened breach, in addition to all other remedies available at law or in equity. In the event of any legal proceedings for the enforcement of this Agreement, or dispute over a matter governed by this Agreement, the reasonable costs and expenses incurred by the prevailing Party in connection with such proceedings, including legal fees and disbursements, shall be reimbursed by the non-prevailing Party. The provisions of this Section 4 (Remedies) are subject to Section 6(h) (Disputes).

5. **Term.** Except for Sections 6(f) (Governing Law), 6(g) (No Waiver of Privilege), and 6(h) (Disputes) which shall be binding in perpetuity or until the latest date permitted by applicable law, this Agreement shall continue for so long as the Receiving Party retains any of the Proprietary Information.
6. **Miscellaneous.**
 - a. Entire Agreement. This Agreement contains the sole and entire agreement between the Parties with respect to the matters set forth herein.
 - b. Ownership of Proprietary Information; No License. All of the Disclosing Party's Proprietary Information is and shall remain property of the Disclosing Party. Each Party acknowledges and agrees that except as expressed in this Agreement, neither the Disclosing Party nor any of its Representatives grants any license or other property right or interest in, by implication or otherwise, any copyright, patent, trademark, mask work, database or other intellectual or intangible property or proprietary information disclosed, embodied, fixed, comprised or contained in any of the Disclosing Party's Proprietary Information. The Parties recognize and acknowledge that when data is added to a genetic/genomic analysis that data cannot be removed as its removal would disrupt the analysis. Therefore, any data provided by a Disclosing Party and subsequently included in the Receiving Party's genetic/genomic analysis cannot be extracted from the Receiving Party's genetic/genomic analysis and returned to the Disclosing Party if this agreement is terminated.
 - c. Assignment; Successors. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by the Receiving Party without the prior written consent of the Disclosing Party. Any purported assignment without such consent shall be void and unenforceable.
 - d. Amendment and Waiver. This Agreement may be amended, modified or waived only by a separate written instrument duly signed and delivered by or on behalf of each Party.
 - e. Severability. The invalidity or unenforceability of any provision of this Agreement shall not impair or affect the validity or enforceability of any other provision of this Agreement, unless the enforcement of such other provision in such circumstances would be inequitable.
 - f. Governing Law. This Agreement, and all claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement shall be governed by, and construed in accordance with the law of the jurisdiction which has the closest connection to the subject matter of the claim or cause of action.
 - g. No Waiver of Privilege. To the extent that any Proprietary Information includes



materials subject to the attorney-client privilege, the Disclosing Party is not waiving, and shall not be deemed to have waived or diminished, its attorney work-product protections, attorney-client privileges or similar protections and privileges as a result of disclosing any of its Proprietary Information (including any such Proprietary Information related to pending or threatened litigation) to the Receiving Party.

- h. Disputes. If a dispute arises between the Parties in relation to the subject matter of this Agreement, the complainant must not commence any court or arbitration proceedings, except where that party seeks urgent interim or conservatory relief, unless it has first complied with this clause:
- i. The complainant must inform the respondent in writing of the following:
 1. The nature of the dispute;
 2. The outcome the complainant desires, and
 3. The action the complainant believes will settle the dispute.
 - ii. On receipt of the complaint by the respondent, both parties will make every effort to resolve the dispute by mutual negotiation within 15 business days.
- i. After the procedures in Section 6(h) are complete, any further dispute, controversy or claim arising out of, or relating to or in connection with this Agreement, including any question regarding its interpretation, existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules. The parties shall keep confidential all awards in the arbitration, together with all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a state court or other legal authority. The number of arbitrators shall be one. The seat of the arbitration shall be determined in accordance with Article 16 of the LCIA Rules. The language to be used in the arbitral proceeding shall be English. Judgment on the award may be entered by any court having jurisdiction thereof.

Counterparts. This Agreement may be signed in any number of counterparts (including by fax or PDF) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. This Agreement shall become effective when, and only when, each Party shall have received a counterpart hereof signed by the other Party.



WORLD WAGYU
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereinbelow.

[insert WWCTC member name]

By: _____
Name:
Title:
Date:

[insert WWCTC member name]

By: _____
Name:
Title:
Date:

