

GENADVANCE – 3-YEAR GENETIC GAIN PROGRAM

MEMBERSHIP TERMS & CONDITIONS (NEW ZEALAND)

Effective date: 05 January 2026

Version: 1.1

Supplier: Samen NZ Ltd (“Samen”, “we”, “us”)

Address for notices: 121 Kereone Rd, Morrinsville, New Zealand

Website/phone: samen.co.nz | 0800 220 232

These Terms govern membership in the GenAdvance – 3-Year Genetic Gain Program (“GenAdvance” or “Program”). By signing up to GenAdvance, submitting an online application, ticking an “I agree” checkbox, ordering semen under a GenAdvance plan, or accepting GenAdvance benefits, you agree to these Terms.

1) DEFINITIONS

“Annual Plan” means the seasonal semen allocation and breeding plan confirmed by Samen for your herd (including mix, timing, and any optional add-ons).

“AI Matings” means artificial inseminations in your herd.

“Member” means the farm business or individual accepted into GenAdvance.

“Program Term” means three (3) consecutive breeding seasons (or three (3) years if seasons are not defined) starting on the date Samen confirms your membership acceptance (unless otherwise stated in writing).

“Polled Premium” means the standard polled surcharge outside GenAdvance (normally NZ\$2 per straw, unless we advise a change).

“Genomic Testing” means Holstein genomic testing arranged through Samen/approved channels as described in clause 8.

“Data Portal” means any member reporting portal or genomic reporting tools offered by Samen from time to time (where available).

“Optional Add-Ons” means additional products/services not included by default in GenAdvance (including Birth ID Tags, and any other add-ons stated in the Annual Plan).

“Program Incentives” means any GenAdvance-only waivers/discounts/benefits, including any waived Polled Premium, discounted Genomic Testing, and any free or discounted Optional Add-Ons (if supplied).

2) PROGRAM STRUCTURE AND ACCEPTANCE

2.1 GenAdvance is a limited-capacity program. We may limit places per region to protect bull access and service levels.

2.2 Membership acceptance is at Samen's discretion. We may request herd information reasonably required to build and operate an Annual Plan.

2.3 GenAdvance is designed for long-term genetic improvement. It is not a guarantee of any specific genetic or financial outcome (see clause 12).

2.4 The individual accepting these Terms (whether by signature, electronic acceptance, ordering under a GenAdvance Annual Plan, or accepting GenAdvance benefits) represents and warrants that they have full authority to bind the Member, including where the Member is a company, trust, partnership, joint venture, or other business structure. Samen may rely on this representation, and the Member will be bound by these Terms notwithstanding any internal authority limitations.

2.5 Acceptance of these Terms may occur electronically and no physical signature is required. Electronic records maintained by Samen (including acceptance timestamps, user or account identifiers, and the version of the Terms accepted) constitute conclusive evidence of acceptance and are admissible in any proceedings.

3) PROGRAM TERM (3 YEARS)

3.1 GenAdvance is a 3-year commitment for the Program Term.

3.2 The Program may be renewed after the Program Term by written agreement.

4) HOW SIREs ARE SELECTED (NO MEMBER CHOICE OF NAMED SIREs)

4.1 You acknowledge and agree that GenAdvance is supplied as a "highest-merit available" sire solution.

4.2 Samen selects the sires supplied under your Annual Plan based on genetic merit, suitability for your system, and availability.

4.3 You may communicate herd goals and preferences (e.g., more beef, more sexed dairy, calving pattern), and Samen will consider these when building the Annual Plan. However, you do not have a right to require supply of specific named sires unless Samen expressly agrees in writing.

4.4 Any "first allocation / priority access" statements refer to allocation priority processes within the member pool and are not a guarantee of any specific bull.

5) PRIORITY ACCESS, AVAILABILITY, AND SUBSTITUTIONS

5.1 GenAdvance Members receive exclusive early access and first allocation processes each season for Samen's highest genetic merit sires. Priority access does not guarantee supply of any specific bull and remains subject to availability, collection, logistics, and biosecurity factors.

5.2 Semen availability can change due to collection, demand, logistics, supplier, and biosecurity factors.

5.3 If a planned/expected sire is unavailable, Samen will supply an alternative of comparable genetic merit and suitability (as determined by Samen acting reasonably) aligned to your Annual Plan objectives.

6) MEMBER COMMITMENTS

6.1 You agree to use exclusively Samen supplied genetics for one hundred percent (100%) of AI Matings in your herd during each breeding season under your GenAdvance Annual Plan throughout the Program Term, unless Samen agrees otherwise in writing.

6.2 Data sharing: You agree to provide basic herd, calving and production data reasonably required to measure progress and support Program review.

6.3 Timelines: You agree to meet reasonable ordering and planning timelines communicated by Samen so allocation can be confirmed.

6.4 Compliance with clause 6.1 will be assessed on a per-season basis by reference to semen ordering records, insemination records, and any breeding or herd data reasonably required by Samen. Samen's records will be prima facie evidence of compliance.

6.5 Failure to meet the commitment in clause 6.1 constitutes a material breach of these Terms. Without limiting any other rights, Samen may, acting reasonably:

- (a) suspend or withdraw Program Incentives and priority access for the following season;
- (b) require corrective action within a specified timeframe; and/or
- (c) where non-compliance is repeated or material, terminate membership under clause 11

7) POLLED BENEFIT (WAIVER) – CONDITIONED ON 3-YEAR MEMBERSHIP

7.1 While you remain a Member in good standing for the Program Term, Samen will waive the Polled Premium on polled semen supplied under your GenAdvance Annual Plan.

7.2 The waiver applies only to polled semen supplied under your GenAdvance Annual Plan and not to purchases outside GenAdvance unless agreed in writing.

7.3 If you exit early or are terminated for cause, clawback may apply under clause 11.

8) OPTIONAL HOLSTEIN GENOMIC TESTING + DATA PORTAL (ONLY WHEN GENOMIC IS USED)

8.1 Optional: Genomic Testing is optional. You can be a GenAdvance member without using Genomic Testing.

8.2 Pricing basis: Where eligible, Holstein Genomic Testing is offered at a 25% discount per test off the standard price. The standard reference price is NZ\$55 per test for 2-year-olds and older (unless Samen advises an updated standard price). The discount applies to the standard price in effect at the time the test is ordered.

8.3 To receive the discount, sampling and testing must be arranged through Samen or approved

channels/processes.

8.4 Data Portal access: Data Portal access (if offered) is provided to support genomic-related reporting and Program review and is only available where the Member uses Genomic Testing through Samen/approved channels under GenAdvance. If no Genomic Testing is used, no Data Portal access is provided.

8.5 Availability/changes: Data Portal features and update frequency may change. Access may be suspended for maintenance, security, or if the Member is not in good standing (including overdue payments).

8.6 Genomic results are probabilistic and depend on sample quality, animal identification, and evaluation methodology. Samen does not guarantee any genomic result or performance outcome.

9) BIRTH ID TAGS (OPTIONAL ADD-ON, SUBJECT TO AVAILABILITY)

9.1 Birth ID Tags are an Optional Add-On and are not included by default. They may be offered for purchase or as a Program Incentive only if expressly stated in your Annual Plan or invoice and subject to availability.

9.2 Where Birth ID Tags are supplied, quantities, specifications, and pricing (if any) are as stated in the Annual Plan/invoice.

9.3 If Birth ID Tags are supplied free of charge or at a discounted price as a Program Incentive, clawback may apply on early exit under clause 11.

10) PRICING, INVOICING, AND PAYMENT

10.1 Semen and any Optional Add-Ons (including tags and Genomic Testing) are charged as per your Annual Plan/invoices.

10.2 Prices may change between seasons unless we have agreed a fixed price in writing.

10.3 Payment terms are as stated on invoices. If amounts are overdue, Samen may suspend Program benefits (including polled waiver and any Data Portal access) until accounts are brought up to date.

11) TERMINATION, EARLY EXIT, AND CLAWBACK

11.1 Termination by Samen (for cause): Samen may terminate membership (or suspend Program benefits) if you:

(a) materially breach clause 6 and do not remedy within 14 days of written notice; or

(b) fail to pay invoices within required payment terms; or

(c) provide materially false information relevant to the Program.

11.2 Termination by Member (for Samen breach): You may terminate if Samen materially breaches these Terms and does not remedy within 30 days of written notice.

11.3 Early exit (without Samen breach): If you exit GenAdvance early for convenience, Program

benefits cease immediately and clawback may apply.

11.4 Effect of termination/exit: On termination or early exit:

- (a) GenAdvance-only benefits cease immediately (including polled waiver, priority processes, and Data Portal access);
- (b) all supplied product remains payable; and
- (c) future purchases revert to standard (non-program) pricing and availability processes.

11.5 Clawback / Exit Settlement (Program Incentives):

If you exit early under clause 11.3, or Samen terminates for cause under clause 11.1, Samen may invoice you for the value of Program Incentives already applied, including:

- (a) the waived Polled Premium on polled straws supplied under your GenAdvance Annual Plan prior to exit (calculated at the Polled Premium normally applying at the time of supply); and
- (b) any Genomic Testing discounts already applied (difference between standard and discounted price for tests completed); and
- (c) any Birth ID Tags (or other Optional Add-Ons) supplied free or discounted as a Program Incentive (difference between standard and charged price for items supplied).

These amounts are payable within 14 days of invoice. Samen may set off any credits against amounts owed.

11.6 The parties acknowledge that the amounts recoverable under clause 11.5 are not a penalty.

They represent a genuine and reasonable adjustment to pricing and benefits already provided, reflecting the value of Program Incentives that were conditional on the Member's participation in GenAdvance for the full Program Term.

11.7 The Member must not assign, novate, transfer, or otherwise deal with its rights or obligations under these Terms, nor permit any change of ownership, control, or operation of the farm business (including sale, lease, or shareholding change), without Samen's prior written consent. Samen may approve a transfer to a suitable new operator at its discretion. If consent is not granted, the transfer or change will be treated as an early exit under clause 11.3, and clause 11.5 (Clawback) will apply

12) NO PERFORMANCE GUARANTEE

12.1 Genetics interacts with environment, nutrition, management, disease pressure, and mating execution. Outcomes vary.

12.2 Samen does not guarantee genetic gain, production, fertility, health, or profitability outcomes.

13) DATA, PRIVACY, AND CONFIDENTIALITY

13.1 You retain ownership of your farm's raw operational data.

13.2 You grant Samen a non-exclusive licence to use the data you provide to deliver the Program, prepare reports for you, and improve program delivery.

13.3 Samen may use de-identified and aggregated data for benchmarking and internal improvement. Samen will not publish identifiable farm-level results without your consent.

13.4 Personal information will be handled in accordance with applicable NZ privacy law.

13.5 The parties agree:

- (a) All intellectual property rights in the GenAdvance program, including all Annual Plans, reports, analytics, genetic selection methodologies, program frameworks, tools, and materials (Program Materials), are and remain the property of Samen.
- (b) Subject to compliance with these Terms, Samen grants the Member a non-exclusive, non-transferable, revocable licence to use the Program Materials solely for the Member's internal farm operations during the Program Term.
- (c) The Member must not copy, disclose, sublicense, commercialise, or make the Program Materials available to any third party without Samen's prior written consent.

14) LIABILITY

14.1 To the maximum extent permitted by law, Samen is not liable for indirect or consequential loss (including loss of profit or production).

14.2 To the maximum extent permitted by law, Samen's total liability in connection with the Program is limited to the amounts you paid to Samen under GenAdvance in the 12 months before the event giving rise to the claim.

14.3 Nothing in these Terms limits rights that cannot lawfully be excluded.

14.4 The Member confirms that GenAdvance is acquired for business purposes. To the maximum extent permitted by law, the parties contract out of the Consumer Guarantees Act 1993 under section 43. This clause applies notwithstanding any other provision of these Terms.

15) FORCE MAJEURE

Neither party is liable for failure to perform due to events beyond reasonable control (including biosecurity events and supply-chain disruption). The affected party will notify the other as soon as reasonably practical.

16) DISPUTES

The parties will first attempt to resolve disputes by good faith negotiation. If not resolved within 14 days, either party may refer the dispute to mediation in New Zealand before commencing proceedings (unless urgent relief is required).

17) NOTICES

Notices must be in writing and delivered:

(a) to Samen at: 121 Kereone Rd, Morrinsville, New Zealand (or another address we notify); and

(b) to the Member at the email or postal address last provided to Samen.

18) GOVERNING LAW

These Terms are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

END