

**Alltech® RAPIREAD**  
**Agreement to Terms and Conditions, Data Privacy and Disclaimers/Liability**  
**Limitations**

Use of the Alltech® RAPIREAD (the "App") is not intended for consumer use. Use of the App by or on behalf of you as the customer (the "User") is only available once the User has read, acknowledged, accepted and agreed to this Agreement to Terms and Conditions, Data Privacy consents and Disclaimers/Liability Limitations (the "Agreement") and set up a system account with Alltech, as provided below.

Alltech reserves the right to edit, modify, or amend this Agreement at any time. Alltech will inform users about changes through electronic communications and User's continued use of the App thereafter constitutes agreement to the changed terms.

**Data Collection, Use and Privacy**

All of the data entered and collected before, during, and after use of any App is compiled and saved in a database by Alltech, Inc., a corporation incorporated and registered in Kentucky, USA with company number 0148768 and whose principal business address is at 3031 Catnip Hill Road, Nicholasville KY 40356, United States (and/or one or more of its subsidiaries including those based overseas) (collectively "Alltech") in order to benchmark results, improve the efficiency of the assessment, improve interactions with customers, and develop products beneficial to customers. As used herein, "Alltech" includes Alltech's affiliates, officers, directors, employees, licensors and suppliers. Alltech will use the data submitted by the User, which may include physical addresses or geographical locations of commercial farms and properties owned, operated, or managed by the User in accordance with the terms and conditions of its Privacy Policy and Terms of Use (the "Privacy Policy") at <https://www.alltech.com/privacy-policy-and-terms-use>.

- ☐ As the User, or someone authorized to consent on behalf of the User, I confirm that I have reviewed and agree to the terms of the Privacy Policy.

Any personal data which the User submits to Alltech via the App will be processed by Alltech in accordance with the relevant laws on data protection applicable to User's personal data (for the avoidance of doubt, including any applicable national and/or state laws and regulations) – including, without limitation, to the extent applicable: (i) those relating to EU Directive 95/46/EU (as amended), the General Data Protection Regulation (regulation (EU) 2016/679), which entered into force on 24 May 2016 and became applicable on 25 May 2018 to all EU member states, and the UK Data Protection Act 2018, and any successor or equivalent legislation; (ii) relevant laws and regulations of the

country and/or state (as applicable) of User (as amended, extended or re-enacted from time to time), including without limitation any applicable laws and regulations of the country and/or state (as applicable) of User relating to privacy rights and consumer privacy (including, to the extent applicable, the California Privacy Rights Act and/or the California Consumer Privacy Act), and, (iii) the prevailing applicable national laws and regulations.

- ☐ As the User, or someone authorized to provide consent on behalf of the User, I agree to the User's data being used in this way.

Please also note that, in order to provide you with access to the Report from each App (as arising from analyses by you or Alltech and submitted to Alltech) and other related content, personal data collected in conjunction with your use of the App is processed by Alltech, Inc. (and/or one or more of its subsidiaries) via Alltech's Analytical Services Portal. If you accept this proposed use of data, please tick the box included below (for further details please refer to Privacy Policy at <https://www.alltech.com/privacy-policy-and-terms-use>).

- ☐ As the User, or someone authorized to provide consent on behalf of the User, I consent to the User's data being used in this way.

### **Disclaimers, Liability Limitations and Indemnity**

#### **General Disclaimer and Scope**

The quality, identification, and integrity of the assessment either submitted to Alltech and analysed by Alltech, or analysed by the User are the responsibility of the User, and the report ("Report") is based solely upon the information provided to Alltech for assessment by the User, including any information generated through the use of any third-party machinery, instruments, devices, rapid-test kits, field test kits, or other equipment not manufactured, owned, or controlled by Alltech (collectively, "Third-Party Equipment"). User is responsible for submitting adequate, representative, and properly handled samples and accurate information to Alltech. The results on which each Report is based will only be as reliable as the quality of the assessment or information provided by the User. User understands and agrees that all assessments and Reports are derived from scores, samples, and/or information submitted by the User to Alltech for analysis, including any information generated through the use of Third-Party Equipment.

User acknowledges and agrees that the use of this App is for informational purposes only, that use of the App and its content are at User's own risk, and that Alltech is not providing nutritional, veterinary, medical, or other professional advice concerning the performance

or care of animals. The content of the App, including any report of results, is not intended to be a substitute for professional nutritional, or veterinary advice, diagnosis or treatment. User acknowledges that User is solely responsible to seek advice of User's own nutritionist, veterinarian, or other animal health professional with respect to the performance, health and safety of their animals. User should never disregard professional advice or delay seeking it because of information User has received as a result of using the App.

User further acknowledges and agrees that Alltech is not responsible or liable for any results produced by User's use of the App (including in conjunction with Alltech personnel), or the consequences of any actions taken in reliance upon the use of the App. Specifically, User acknowledges and agrees that Alltech is not responsible or liable for results produced by the App resulting from malfunctions or errors of the App, misuse or any inaccurate data due to circumstances beyond the control of Alltech. User acknowledges and agrees that results received from the use of the App may indicate a level of risk of reduced animal performance, which may not necessarily relate to a corresponding level of harm to any animal. User must use its own judgement in deciding whether and when to seek the advice of a veterinarian or other specialist in response to information received from use of the App. User agrees that it shall not rely on any output generated through the use of the App or any Third-Party Equipment without independent verification and professional judgment. User assumes full responsibility for any decisions, actions, or omissions taken based on the use of the App, any Report, or any Third-Party Equipment. The practical limits in relation to toxins indicated in the Report may differ from the regulatory and legal limits in the country where the User is based. Alltech recommends that the User seeks further information on relevant official guidelines and laws regarding toxin limits in all jurisdictions in which the User operates. User acknowledges that results generated by the App or any Third-Party Equipment do not substitute for compliance with local, regional, or national laws and regulations.

### **Limitations of Validation and Use**

Alltech does not (including within any Report), validate the results of any assessment undertaken using the App, including any of the following:

- i. Reports – Please note that any reports (including any Reports) generated from any assessment using the App may provide information regarding mycotoxins and their impact on animal health, and/or animal well-being but do not constitute nutritional advice, diagnosis, or a guarantee of treatment or outcome for any animal.
- ii. Use of Third-Party Equipment – When using Third-Party Equipment, it is the sole responsibility of the User to follow the applicable manufacturer's

instructions, specifications, and validation requirements. For the avoidance of doubt, Field Test Kits are not manufactured by Alltech and are subject to the terms and conditions of use, guidelines, and terms and conditions of sale of the relevant third-party manufacturer. Furthermore, the manufacturers of the Field Test Kits highly recommend that users of the Field Test Kits undertake their own internal validation in relation to tests carried out on materials, including if they are Non-Qualifying Ingredients.

- iii. Validation of materials - To ensure accurate assessment across varying Third-Party Equipment, the User acknowledges and agrees to the following material and validation constraints:
  - a. Non-Qualifying Forages: Not all forages (cultivated plants or plant parts produced to be grazed or harvested for animal feed) are validated for every mycotoxin test.
  - b. Non-Qualifying Ingredients: Any substance or material not validated by the Field Test Kit manufacturer for that specific kit, including (without limitation) non-validated natural substrates and raw materials such as non-validated grains and grain by-products.
  - c. Mixed Feeds: Any sample containing more than a single feed ingredient. Validation for mixed feeds varies strictly by equipment; for example, certain devices may be validated ONLY for specific grain-based rations and no other mixed feeds. This category includes, but is not limited to:
    - i. Total Mixed Ration (TMR) Feeds: A combination of feed materials formulated to a specific nutrient content.
    - ii. Finished Feeds: A nutritionally adequate feed compounded to be fed as the sole ration.
    - iii. Grain Mix: Seeds from multiple plant sources primarily used as an energy source (e.g., corn, wheat, barley).
    - iv. Protein Mix: Seeds harvested and processed primarily as a source of protein and amino acids (e.g., soybean meal, canola meal).

Equipment Validation Lists - Users must confirm the current validation status of their specific Field Test Kit prior to each use. Alltech assumes no responsibility for the accuracy of results if a User tests a material, such as Non-Qualifying Forages, Non-Qualifying Ingredients or Mixed Feeds, that is not explicitly listed as validated on the manufacturer's current list. Validation requirements and approved materials may change without notice; Users must refer to the current guidance specific to the exact type of Field Test Kit via the Third-Party Equipment website.

**Limitation of Liability**

User acknowledges that Alltech is not liable for any damages whatsoever resulting from use of the App, including without limitation incidental and consequential damages, personal injury/wrongful death, property damage (including harm to User's animals) lost profits or damages associated with lost data or business interruption. To the fullest extent permitted by law, User hereby waives any and all claims against Alltech arising from or related to the use of the App, any Report, or any Third-Party Equipment, and any reliance thereon. To the extent that the foregoing limitation of liability is not enforceable under applicable law, Alltech's total aggregate liability arising out of or relating to this Agreement or the use of the App shall not exceed the greater of: (i) the amount paid by User, if any, for access to the App during the twelve (12) months preceding the event giving rise to the claim; or (ii) the amount paid by User to Alltech for products or services associated with or required for use of the App during the same period.

**Warranty Disclaimer**

**THE APP AND ALL RELATED CONTENT, REPORTS, AND OUTPUTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALLTECH, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.**

Without limiting the foregoing, Alltech makes no representations or warranties about the accuracy, reliability, completeness, currentness, or timeliness of the content, software, links, communications, or any report, including any Reports, or output generated through the App, and shall not be liable for any loss, damage, or claim arising from their use, interpretation, or reliance.

**Confidentiality and Proprietary Use.**

The User shall keep any and all reports, including any Reports, provided by Alltech confidential. Any Reports provided by Alltech in connection with use of any App are for the exclusive use of the User and shall not be reproduced or shared with any third party in whole or in part, nor may any reference be made to the analysis, the results, or Alltech (or any of their trademarks or logos) in any advertising, news release, publication or any other public announcement without prior written consent from Alltech. Additionally, the User shall not permit any third party, to directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying structure, algorithms, data models, or ideas embodied in any App. Without limiting the foregoing, User shall not use any method (manual or automated) to analyze or extract any code or

algorithms used by the App for the purpose of creating, generating, or developing any Report, analysis, or derivative work for the User's own use or for the benefit of any third party.

### **Indemnification**

User, on behalf of itself, its affiliates, officers, directors and employees, hereby holds harmless and indemnifies Alltech from and against any and all claims and agrees to defend Alltech against any actions arising out of this Agreement and/or its use of the App, including but not limited to expenses, judgments, fines, settlements, attorney fees and any other amounts actually or reasonably incurred in connection with any liability, suit, action, loss or damage arising from use of any App. Only where prohibited by law, the above indemnification does not include indemnification of Alltech against a claim caused by negligence or fault of Alltech. Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from Alltech's negligence, fraud, or willful misconduct, where such exclusion or limitation is prohibited by law.

### **Applicable Law and Choice of Forum/Venue**

This Agreement shall be governed by, construed and enforced in accordance with the laws of Kentucky, without regard to conflict laws.

### **Choice of Forum/Venue for Users Residing Within United States**

For Users who are domiciled and reside within the United States, any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or use of the App shall be brought in the Fayette Circuit Court, Lexington, Kentucky, or if federal court is legally required, the United States District Court for the Eastern District of Kentucky. User irrevocably submits to the exclusive jurisdiction of said courts in Kentucky in any such proceeding, waives any objection it may now or hereafter have to venue or convenience of forum, and agrees that all claims in respect of the proceeding shall be heard and determined only in any such court.

### **Choice of Forum/Venue for Users Residing Exclusively Outside United States**

With respect to claims by Users residing exclusively outside the United States that cannot be brought or pursued according to the Choice of Forum/Venue above, the following conditions apply depending on whether the claim arises either within or outside : (i) the Asia-Pacific region; or (ii) the EU (including EEA) & UK, as detailed following:

- i. Global

Any controversy or claim arising out of or relating to the activities anticipated herein, and not being subject to jurisdiction under either points (ii) or (iii) below, shall be final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures, including, if appropriate, the International Commercial Arbitration Supplementary Procedures. The venue for such arbitration shall be Washington, D.C., or as otherwise agreed upon by the parties, and such arbitration shall be held in the English language.

ii. Asia-Pacific

Any controversy or claim arising out of or relating to the activities anticipated herein shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The venue for such arbitration shall be Singapore, or as otherwise agreed upon by the parties.

iii. EU & UK

Any controversy or claim arising out of or relating to the activities anticipated herein shall be referred to and finally resolved by arbitration administered by the International Chamber of Commerce ('ICC'), in accordance with the Arbitration Rules of the ICC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The venue for such arbitration shall be Dublin, or as otherwise agreed upon by the parties, and such arbitration shall be held in the English language.

**Representations, Acknowledgments, and Acceptance**

User warrants and represents that it/she/he has full right and authority to enter into this Agreement. User acknowledges that Alltech reserves the right to comply with its mandatory and legal reporting obligations without notice. This Agreement (including the Annexes) constitutes the entire understanding between the parties and supersedes all prior representations, agreements, or communications relating to its subject matter. Electronic signatures shall be valid and effective to bind the party so signing. It being expressly agreed that the party signing below is bound by its own electronic copied signature, and Alltech hereby accepts the electronic copy signature of the User identified below. User hereby acknowledges having read and agreed to this Agreement to Terms and Conditions, Data Privacy and Disclaimers/Liability Limitations.

[User Signature]