

AOHA DATA SHARE AGREEMENT WITH
Deutsche Quarter Horse Association

THIS DATA SHARE AGREEMENT (“Agreement”), to become effective August 15, 2020 (the “Effective Date”), is entered into by and between **Deutsche Quarter Horse Association (“DQHA”)** and the **American Quarter Horse Association (“AQHA”)** (individually a “Party” and collectively the “Parties”).

Recitals

WHEREAS, AQHA is the studbook of origin for the American Quarter Horse and the holder of the historical record of the establishment of the American Quarter Horse breeding book;

WHEREAS, AQHA is the holder of the registration and genetic records for registered American Quarter Horses and uses such information to support the integrity of the AQHA Studbook and Registry;

WHEREAS, AQHA protects the data held in its registry and genetic databases;

WHEREAS, DQHA (1) has previously secured the DNA markers for registered American Quarter Horses from **AQHA** prior to the Effective Date of this Agreement and (2) will periodically request data, including DNA Markers and/or DNA analysis, for registered American Quarter Horses from **AQHA** (collectively referred to herein as “Data”);

WHEREAS, this Agreement defines **DQHA’s** (1) obligation to protect the Data and (2) agreement to not utilize the Data for certain matters;

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, **DQHA** and **AQHA** agree as follows:

1. As used herein and unless otherwise agreed to by **AQHA** in writing, the term “Data” shall mean the DNA markers secured by **DQHA** from **AQHA** prior to the Effective Date of this Agreement and the Data defined above periodically requested from **AQHA** hereinafter.
2. **AQHA** does hereby agree to share the Data with **DQHA**, but will not provide additional DNA markers until such time that **DQHA** modifies its breeding program to reflect its status as a daughter studbook of **AQHA**.
3. The term of this Agreement is for a period of one (1) year beginning August 15, 2020 and will automatically renew without further notice on an annual basis (“Term”).
4. **DQHA** acknowledges and agrees that the Data is of a confidential and proprietary nature to **AQHA** and that **AQHA** owns all property rights in the Data.
5. **DQHA** agrees that it will not in any form or fashion represent that it has any ownership or property rights to the Data.

6. **DQHA** agrees to hold the Data in strict confidence. **DQHA** will not disclose or distribute the Data to any of its employees, agents, or representatives other than to those that need access to the Data and agree to be bound to protect the Data from unauthorized disclosure.
7. **DQHA** agrees not to disclose the Data to any third parties without written amendment to this Agreement except as necessary and required by EU and/or German law.
8. **DQHA** agrees to:
 - (a) protect the Data in compliance with all applicable governmental regulations including but not limited to the EU GDPR; and
 - (b) protect the Data from unauthorized use and disclosure with at least the same degree of care that it utilizes with respect to its own similar proprietary information, but in no event less than a reasonable standard of care.
9. **DQHA** will promptly inform **AQHA** of any actual or suspected breach of this Agreement by it (including its contractors and agents) upon becoming aware of such actual or suspected breach and agrees to reasonably cooperate with **AQHA** in the incident response process.
10. **DQHA** agrees that the Data may only be utilized for those purposes that are required in order for **DQHA** to remain in compliance with EU and/or German law. Within ten (10) days of **AQHA**'s request, **DQHA** shall provide written explanation that specifically identifies EU and/or German law upon which **DQHA** relies as necessitating its need for Data.
11. **DQHA** agrees not to utilize the Data in any form or fashion to establish, add to, enhance or augment a genetic database that is not required by EU and/or German law.
12. Unless required by EU and/or German law, **DQHA** agrees not to utilize the Data in any form or fashion to independently verify the identity of an individual horse, its offspring, its descendants or its ancestors.
13. **DQHA** agrees not to utilize the Data in any form or fashion to initiate or support any effort which is contradictory to the mission of **AQHA** and **AQHA**'s rightful status as the (a) studbook of origin for the American Quarter Horse and (b) official and sole holder of the historical record of the American Quarter Horse Studbook and Registry.
14. The Parties acknowledge that a breach of this Agreement by **DQHA** will cause **AQHA** irreparable injury for which monetary damages will not make the **AQHA** whole. Accordingly, in addition to all other available remedies, **AQHA** will be entitled to equitable or injunctive relief as and where it deems fit in the event of an actual, attempted or threatened breach of any obligation of **DQHA** under this Agreement.
15. The obligations of confidentiality and limitation of use, disclosure, and access set forth herein shall survive the termination of this Agreement.

16. This Agreement contains the entire agreement of the Parties hereto concerning the sharing of Data and shall replace prior agreements, if any, between the Parties as they pertain to any access or use that the DQHA may have regarding the Data. This Agreement shall not be modified except in writing duly signed by the Parties.

17. A Party shall not assign any of its rights or obligations hereunder without the prior written consent of the other Party. This Agreement shall be binding upon the permissible assigns of the Parties hereto.

18. DQHA understands and agrees that AQHA's disbursement of any future business plan funds to DQHA, should it become eligible to receive such funds, is contingent upon DQHA's execution of this Agreement.

19. DQHA further understands that decision to not execute this Agreement may result in non-renewal of DQHA's International Affiliate Agreement with AQHA.

20. This Agreement may be terminated by AQHA for cause upon fifteen (15) days prior written notice to DQHA, during which period, DQHA may cure such default to avoid termination, failing which this Agreement shall terminate. As used herein, the term "cause" shall mean a material breach of this Agreement by DQHA. Upon termination, DQHA shall immediately cease any further use of the Data.

21. Termination of this Agreement due to default by DQHA shall automatically result in the termination of DQHA's International Affiliate Agreement with AQHA should such an International Affiliate Agreement be in place at such time.

22. This Agreement shall be construed under the laws of the State of Texas, United States of America. The Parties agree and consent to the exclusive jurisdiction and venue of the courts located in Amarillo, Potter County, Texas, U.S.A.

AMERICAN QUARTER HORSE ASSOCIATION

By: Craig P. Huffhines Date: 8-19-20
Craig Huffhines, Executive Vice President

DEUTSCH QUARTER HORSE ASSOCIATION

By the execution hereof, DQHA, acting by and through its President, does hereby agree to abide by and be bound to the above terms and conditions of this Data Share Agreement.

By: [Signature] Date: 18.08.2020
DQHA President