

1. Overview

This Affiliate Agreement (“Agreement”) is a contract between you (“you”, “your”, “yours”) the Affiliate and 5280 Land and Cattle Company LLC (“we”, “us”, “our”). This Agreement governs Your use of our 5280 Meat® Affiliate Program (“Affiliate Program”). We are willing to provide you with access to our Affiliate Program conditioned upon full acceptance of all terms and conditions contained in this Agreement. By participating in our Affiliate Program, including without limitation by using or accepting any services, products or commissions offered by our website www.5280Meat.com (“Site,” or “Website”), You agree to be bound by all terms and conditions of this Agreement. IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE ANY OF THE SERVICES OR BENEFITS PROVIDED BY THE AFFILIATE PROGRAM.

You may print this Agreement or download it to your computer. To the extent that you use any of our related services, you are subject to applicable agreements (“Supplemental Agreements”), including our Website Terms and Conditions and Privacy Policy, and any other posted guidelines or rules applicable to such services and found on the Site. All supplemental Agreements, guidelines or rules shall be incorporated by reference into this Agreement. Where conflict exists between this Agreement and any Supplemental Agreement, the Supplemental Agreement shall govern.

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate (“Affiliate”) in Affiliate Program. The purpose of this Agreement is to allow HTML linking between Your Website and the Site.

2. Access

By becoming an Affiliate of the Site, you represent and warrant that you are at least 18 years of age, and that you possess the legal right and ability to enter into this Agreement and any other Supplemental Agreements on the Site. You represent and warrant that you register your account under Your our own name and use the Affiliate Program in accordance with this Agreement and abide by its obligations set forth below.

3. Your Enrollment and Obligations

- 3.1. To become an Affiliate you must apply for and enroll in our program. To begin the enrollment process, you will complete and submit the online application through our electronic form available on the 5280 Website.
- 3.2. Once submitted, we will review your online application, and may accept or reject your application at our sole discretion, and we will notify you of our decision. If we reject your application, you may not participate in the Affiliate Program at this time, but you may reapply at anytime.
- 3.3. We may reject your original application or cancel your Affiliate status at any time if we determine that your website is inappropriate, objectionable, or otherwise unsuitable for the Affiliate Program, including if it: a) promotes sexually explicit materials; b) promotes violence; c) promotes discrimination on the basis of race, color, age, gender, sexual orientation, national origin, disability, or age; d) promotes illegal activities; e) incorporates materials that infringe on any of our intellectual property rights or the intellectual property rights of any third party; f)

includes "5280 Meat" or any variation or misspelling in its domain name; g) contains software downloads that permit diversions of commissions of others participating in the program; or h) is in any other way unlawful, threatening, defamatory, obscene or is otherwise deemed objectionable, which shall be determined at our sole discretion.

- 3.4. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website or design your website in a manner which may lead customers to believe you are 5280 Land & Cattle LLC, 5280 Meat, or any other affiliated person or business.
- 3.5. The maintenance and updating of your website is solely your responsibility.
- 3.6. It is your sole responsibility to comply with all applicable trademark, copyright, and other intellectual property laws and other laws that pertain to your website. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other protected work. You will be solely responsible if you use another person's copyrighted material or other intellectual property in violation of the law. You agree to save, indemnify and hold us harmless from any and all loss, costs, expenses, damages and liability arising in any way from any claim, demand, suit or action based in whole or in part on material on your website or on websites to which your website links, except only your link to our website and the material on it any your use, with our permission, of our trademarks as permitted by this agreement.
- 3.7. This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated as provided in this Agreement.

4. Our Rights and Obligations

- 4.1. We have the right to monitor your website at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your website that we feel should be made or to make sure that your links to our web website are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your website that we feel are necessary, we reserve the right to terminate your participation in the Affiliate Program.
- 4.2. We reserve the right, at any time, to review your placement and approve the use of your links and require that you change the placement or use to comply with the guidelines we provide to you.
- 4.3. We may monitor your website for maintenance and updates as we feel necessary and may notify you of any changes that we feel should be made to enhance your website's performance.
- 4.4. We reserve the right to terminate this Agreement and your participation in our Affiliate Program immediately and without notice should we determine that your use of the Affiliate Program violates any terms and conditions of this Agreement, or if we find that you are abusing the Affiliate Program in any other manner. If such fraud or abuse is detected, we shall not be liable to you for any commissions for such fraudulent sales.

5. Links

- 5.1. If we accept you into our Affiliate Program, you may provide on your website on or more of the following types of links: product links, text links, banner links, category links, search box links, virtual stores, live store windows, data feed links, and general links to our website, which we provide.

- 5.2. As a participant in the Affiliate Program, you will have access to Affiliate Account Manager available on our Website. In the Affiliate Account Manager we will provide you with special "tagged" link formats ("Special Links") to permit accurate tracking, reporting, and accrual of commission credits, You must ensure that each link between your website and our Website is a Special Link. You will only earn commission credits on sales that originate through Special Links. We are not responsible for any failure by you to use Special Links.

6. Commission

- 6.1. We will pay you a commission fee ("Commission Fee") subject to the terms set forth in this Section for your participation in the Affiliate Program. Commissions are calculated on the gross sale of the specific product purchased online by the user.
- 6.2. The Commission Fee shall consist of either a check or gift certificate to 5280 Meat, at your option. You must indicate which form of Commission Fee is acceptable when you apply for the Affiliate Program. Any changes must be made in writing and Thirty Days prior to the distribution of that month's Commission Fee. You will be required to submit a complete and accurate W9 with your application to the Affiliate Program.
- 6.3. The Commission Fee shall be paid once you have sold at least One Hundred and Fifty Dollars (\$150.00) of 5280 Meat product, and shall consist of Ten Percent (10%) of gross sales for purchases made on our Website through the Special Link on your website. The payment minimum and Commission Fee is subject to change at any time at our sole discretion.
- 6.4. In order to generate a Commission Fee, the Internet user must follow a link from your website to our Site, and within 30 days purchase products on our Site.
- 6.5. We will pay Your Commission Fee on a monthly basis for products purchased by Internet users on or before the 10th day of each month following receipt of payment. Your Commission Fee will be paid less any taxes subject to withholding, provided that you have a) met the minimum requirement set forth in this section, and b) not breached any terms of conditions set forth in this Agreement, and c) You have provided us a valid mailing address to which the Commission Fee may be mailed. We are not responsible for any commissions to you should you fail to supply or update us with a valid mailing address.

7. Restrictions and Prohibited Activity

- 7.1. You are free to promote your own websites, but any promotion that mentions 5280 Land & Cattle LLC or 5280 Meat could be perceived by the public or the press as a joint effort. Therefore, you agree not to do or authorize certain forms of advertising that refer directly or indirectly to 5280 Meat or its products, including but not limited to advertising commonly referred to as "spamming", the use of unsolicited commercial email (UCE), faxes which the recipient has not agreed in advance in writing that you may send, postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your true return email address.
- 7.2. You may send electronic mailing to customers to promote 5280 Meat, provided the recipient is already a customer or subscriber to your services or registered in your website, and recipients are clearly notified in bold type that they have the option to remove themselves from future mailings and there is an effective email address or link for them to do so easily. You may post to newsgroups to promote

5280 Meat, provided that the news group specifically permits commercial messages

- 7.3. At all times, you must clearly represent yourself and your website as independent from us and 5280 Meat. Violation of this Section will be cause for immediate termination of this Agreement and your participation in the Affiliate Program. You agree that in the event you are in breach of this Section, any pending balances owed to you will not be paid to you and you will not make any claim to such payment.
- 7.4. You are expressly prohibited from the following:
 - 7.4.1. Purchase or register domains or search engine keywords, AdWords, search terms or other identifying terms that include the word "5280 Meat" or "5280meat.com," or any variations thereof. Variations include foreign country or other top-level domain extensions. In addition to the foregoing, you must register or establish the following negative keywords with each search engine from which you purchase or register keywords: "5280 Meat," "52080meat.com." Specifically, this policy prohibits you from purchasing or registering domains or search terms such as, but not limited to, the following:
 - Our trademarks, "5280 Meat", "5280 Beef" and "5280 Pork", "5280 Lamb" and any keyword string that includes these terms, for example, "5280 Meat meat", "5280meat.com coupons", "5280 Meat and coupons", "5280meat coupon", "52080meatcom coupon", etc.;
 - Variations or misspellings of our trademarks such as: "5280-meat", "5280 meats", "5280 meet" or any form of our trademarks, or any variation or misspelling thereof, in connection with foreign country or other domain extensions;
 - Use or display "5280 Meat" or any misspellings or variations thereof, in either the copy/advertisement or the display URL for paid search listings. Variations include foreign country or other top-level domain extensions;
 - Use or display any logos or trademarks owned by 5280 Land and Cattle LLC, or any misspellings or variations thereof, in your profile on any Social Media Site. Prohibited uses include, but are not limited to, profile and/or screen names, email addresses, profile or cover photos/images, etc.;
 - You must follow common search engine guidelines, such as: (a) your display URL must match the ultimate actual destination URL; (b) you may not frame our website as a landing page; or (c) you may not create "redirects" or "jump pages" that immediately direct to our website;
 - Dilute, blur or tarnish the value of our trademarks, and/or products and services. (For example, you are not allowed to say that you offer better and/or more promotions, products and services than 5280 Meat);
 - Misrepresent 5280 Meat brands including our URL, logos, trademarks and tradenames, or misrepresent that either you or your website are 5280 Meat or operated 5280 Land & Cattle LLC;

- Engage in any conduct that violates the CAN-SPAM Act of 2003, as amended, or any similar privacy or data protection law of any jurisdiction;
- Enable any sales to be made that are not in good faith, including, but not limited to, by means of any device, program, robot, Iframe, hidden frame or redirect;
- Use any device or technology that will replace, intercept, interfere, hinder, disrupt or otherwise alter in any manner a Web user's access, view or usage of, the website of any affiliate of ours in a manner that causes or otherwise results in a different experience from what was otherwise intended by our affiliate;
- Use any device or technology that will block, alter, direct, redirect, substitute, insert, append itself to, or otherwise intercept or interfere in any manner with any click through or other traffic-based transaction that originated from the website of any affiliate of ours with the result of reducing any compensation or other payment earned by or owing to such affiliate;
- Issue or post any press release or other broad-based communication regarding your participation in the Program without our consent. Notwithstanding the foregoing, you may promote your website via mailings to recipients who are already customers or subscribers to your website's services, provided that the recipients have the option to remove themselves from future mailings and that you otherwise comply with all applicable laws of your jurisdiction. Further, you may promote your website via newsgroup postings to newsgroups that specifically welcome commercial messages (when in doubt, consult the newsgroup FAQ or moderators to be sure that such a message is acceptable in that newsgroup); and,
- We reserve the right to modify these rules at any time. If we determine, in our sole discretion, that you have violated any of the foregoing restrictions, we may (without limiting any other rights or remedies available to us) withhold any commission otherwise payable to you under this Agreement and/or terminate this Agreement. If we are required to enforce any of the foregoing restrictions, you will be obligated to reimburse us for reasonable attorneys' fees and costs incurred in connection our efforts.

8. Intellectual Property

- 8.1. You acknowledge that our Website contains information, data, software, photographs, video, typefaces, sounds, and other material that is protected by copyright, trademark, trade secret or other proprietary rights or intellectual property laws, and that these rights are valid and protected in all forms, media, now existing or later developed.
- 8.2. All content is Copyrighted, and we or our affiliates own rights to Site content for which we have express permission to use, and you may not modify, delete, augment, add to, publish, transmit or participate in the transfer or sale of, creative derivative works, or otherwise exploit the Content without Our express permission or consent. All other trademarks, product names, and company names and logos are property of their respective owners.

8.3. 5280 Meat is a registered trademark of 5280 Land and Cattle LLC. All rights reserved. Subject to permissions granted in Section 9 of this Agreement, this and other trademarks we own may not be used without our prior written consent.

9. Grant of Licenses

- 9.1. If accepted as an Affiliate, we grant to you a non-exclusive, non-transferable, revocable right to (i) access our website through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials as long as you are a member in good standing of 5280 Meat's Affiliate Program. You agree that all uses of the Licensed Materials will be for the benefit of 5280 Meat and the good will associated therewith will inure to the sole benefit of the Site.
- 9.2. You agree not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the other in a negative light.
- 9.3. Other than the license expressly granted in this Agreement, we retain all rights, title, and interest to our intellectual property rights and no right, title, or interest is transferred to you.

10. Disclaimer

- 10.1. You expressly use our Website and our Affiliate Program at your own risk. Neither 5280 Land and Cattle LLC, its affiliates, nor any of their officers, directors, or employees, agents, third-party content providers, merchants, sponsors, licensors, or the like warrant that the Site will be uninterrupted or error free, nor do they make any warranty as to the results that may be obtained from the use of the Site and its Affiliate Program, or as to the accuracy, reliability, or currency of any information content or service provided by the Site. 5280 Land & Cattle LLC nor its affiliates nor any of their officers, directors, or employees, agents, third-party content providers, merchants, sponsors, licensors, is responsible for conduct, either online or offline, of its users of the Site or its programs. We bear no responsibility for any error, omission, interruption, delay, or defect in operation or transmissions, or communications on the Site or its services or programs. We are not responsible for any technical malfunction of any telephone, network, or lines, computer system, servers, or providers including any injury that may occur to Your personal computer's resulting from use of the Site and its services. Under no circumstances shall We be responsible or liable for any loss, damage, including personal injury, or death, resulting in the use of the Site or its services.
- 10.2. THE SITE AND ITS SERVICES, ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WE EXPRESSLY MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS, INCLUDED ON THE SITE. TO THE FULL EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE AND OUR AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SITE,

INCLUDING THE AFFILIATE PROGRAM, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNATIVE AND CONSEQUENTIAL DAMAGES. NO ORAL ADVISE OR WRITTEN INFORMATION PROVIDED BY THE SITE, 5280 LAND AND CATTLE LLC., OR ITS AFFILIATES, NOR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROVIDERS, OR THE LIKE, SHALL CREATE A WARRANTY; NOR SHOULD USERS REPLY ON ANY SUCH INFORMATION OR ADVICE.

- 10.3. Under no circumstances shall we or any other party involved in creating, producing, or distributing the Site or its Affiliate Program, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Site or its Affiliate Program, including but not limited to reliance by you of any information obtained from the Site, or that result from mistakes, omissions, interruptions, deletion of files, or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communication failure, theft, destruction, or unauthorized access to the Site's records, programs, or services. You acknowledge that this paragraph shall apply to all content, merchandise, and services available through the Site and the Affiliate Program.

11. Representation and Warranties

- 11.1. By participating in our Affiliate Program, you represent and warrant that:
- This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;
 - You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party; and,
 - You have sufficient right, title, and interest in and to the rights granted to us in this Agreement to effectively make such grants.

12. Limitations on Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING WITHOUT LIMITATION CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

13. Indemnification

You hereby agree to indemnify and hold harmless 5280 Land & Cattle LLC, and its subsidiaries and affiliates, and its and their directors, managers, officers, employees, agents, shareholders, partners, members, and other owners against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs,

and expenses (including reasonable attorneys' fees) (any or all of the foregoing are referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of your trademarks infringe on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation or breach of a representation, warranty, covenant or agreement made by you in this Agreement, or (iii) any claim related to your website, including without limitation its content not directly attributable to us.

14. Termination

- 14.1. We may terminate this Agreement at anytime, with or without cause, by giving you written notice. Written notice can be in the form of mail, email or fax and will be effective on dispatch.
- 14.2. You may terminate this Agreement at anytime by removing the link to our website from your website, and providing us reasonable prior written notice.

15. Modification

- 15.1. We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, we will notify you by email. Modifications may include, but are not limited to, changes in the payment procedures and the Affiliate Program terms and conditions. If any modification is unacceptable to you, you may terminate this Agreement pursuant to Section 14. Following such notice of modification, your continued participation in the Affiliate Program for more than two days following receipt of notice shall be considered assent to the modified terms and conditions.

16. Miscellaneous

- 16.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and 5280 Land & Cattle LLC. You have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or otherwise, that reasonably would contradict anything in this Section.
- 16.2. Neither you nor we may assign our respective rights or obligations under this Agreement to any party, except to a third party who obtains all or substantially all of our respective business or assets.
- 16.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, except any such law that would permit or require application of the laws of any other jurisdiction.
- 16.4. You may not amend any provision of this Agreement unless in writing and signed by you and us.
- 16.5. This Agreement represents the entire agreement between us, and shall supersede all prior agreements and communications of the parties, oral or written, with respect to the subject matter of this Agreement.
- 16.6. The headings and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- 16.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary

such that the intent of the parties is effectuated, and the remainder of this Agreement shall have full force and effect.