

OS SalesCo, Inc.
Nonprofit Member Agreement

Last Updated: 07/15/2013

The Nonprofit Member Agreement (the "Agreement") is made by and between OS SalesCo, Inc., with its principal offices located at 11030 O Street, Omaha, NE 68137 ("Omaha Steaks") and all Registered Users; who have accepted the "Nonprofit Member Agreement".

By registering your organization as a Registered User with the Omaha Steaks (SteaksForGood) Website, you signify you have read, accept, and will abide by the following terms of the Nonprofit Member Agreement. The Registered User represents and warrants that the organization is a legally recognized tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, and entering this Agreement and use of the Website does not violate any applicable federal or state laws.

The Registered User is responsible for the safety and security of your user name and password. You should logout after each session you have with the Website and you shouldn't share this information. The Registered User is solely responsible for any content that you post or transmit and you are responsible for all content posted or transmitted through or by use of your account.

This Agreement, including the terms and conditions referenced herein, maybe modified. The parties agree that each Campaign Event shall be subject to the applicable law and the terms of this Agreement.

1. Term and Termination. This term of this Agreement is not fixed to a specific period. Either party may terminate this Agreement at any time by canceling the Registered User's membership or by written notice. All terms and provisions in the Agreement that should by their nature survive any termination will so survive. Omaha Steaks reserves the right to approve or disapprove, and to cancel and delete, any Registered User at its sole discretion for any reason.

2. Offer and Products. The parties may from time to time enter into one or more Campaigns (each an "Event") pursuant to which Omaha Steaks shall provide the offer and products set forth in the Product Offering, fulfill orders from customers who purchase from and remit to the Registered User a Revenue Share Percent on a monthly basis based on Net Revenue (as defined in this Agreement).

3. Product Inventory. Omaha Steaks will reserve for sale through the Campaign Period the variety and quantity of all products set forth in the applicable Product Offering.

4. Fulfillment. Unless otherwise directed by the customer, Omaha Steaks will fulfill product orders within 1 - 5 business days of receipt.

5. Net Revenue. Omaha Steaks shall pay Registered User a fee or revenue share of 10%, based on the Net Revenue. Net Revenue is defined as total sales revenue on Shipped Product Sales assigned by Omaha Steaks to the Registered User's Campaign, excluding Shipping and Handling Fees, less Customer Charge-backs/Reversals/Refunds. All revenue share amounts are quoted in US Dollars.

6. Payment Terms. Every month Omaha Steaks shall remit the preceding month's fee or revenue share amount to the Registered User for all active Campaigns.

7. Returns and Refunds. Omaha Steaks will be responsible for resolving shipped product claims; replacement disputes; refunds presented by the customer.

8. Intellectual Property. Each Party agrees to the permitted use of each other's images, including static images and clips thereof, and/or any content which may provide in the marketing and promotion of the Campaign Event. Registered User agrees the Omaha Steaks trademarks, service marks, trade names, trade dress and/or copyrights in the marketing and sale of products, which use shall be considered a lawful fair use. Omaha Steaks agrees the Registered User's trademarks, service marks, trade names, trade dress and/or copyrights in the marketing of the Campaign Event, which use shall be considered a lawful fair use. Except as expressly provided herein, neither party will be permitted to use, nor will either party acquire any rights or interest in the other party's trademarks, trade names, trade dress or other intellectual property, and any goodwill generated therein will inure solely to the benefit of the owner party. Each party reserves all of its rights in and to its trademarks, trade names and trade dress, all graphic

images and text contained on such party's website, and all other intellectual property owned or licensed by such party. Registered User will request in writing Omaha Steaks' approval for the substance and form of any and all uses of its trademarks, trade names, copyrights (including, but not limited to photography), and other intellectual property. Notwithstanding the limited rights granted above, the Registered User understands that all Website content, graphics, photography, and software will remain the sole property of Omaha Steaks.

9. Customer Information. Registered User understands Omaha Steaks shall exclusively own all personally identifiable information of the customers participating in the Registered User's Campaign Event. Omaha Steaks will market their products and offers to these customers. This may include: 1) selling or renting any customer information; 2) sending any written communications, including emails, to customers, or otherwise soliciting to customers, 3) marketing to customers, and/or 4) making any use of the customer information, either individually or in an aggregate form. "Customer information" means all user and customer information (including, but not limited to: name; e-mail address; billing address; shipping address; telephone number; credit card number; items ordered and shipped; order and ship dates and shipping information) obtained in connection with sales of products to customers.

10. Indemnification. Each party shall indemnify, defend and hold harmless the other from and against any third party claims, lawsuits investigations or proceedings arising out of a party's negligent acts or omissions or willful misconduct in performing its obligations under this Agreement. Parties will promptly notify each other of any third party claim.

11. Notices. All notices provided in this Agreement must be in writing and given by email, hand delivery, facsimile, or nationally recognized overnight carrier and will be deemed to be delivered when delivered by hand, sent by facsimile (with written confirmation of receipt).

12. Confidentiality. Unless required by law, each party shall respect the confidentiality of this Agreement and shall not disclose the terms described herein to any third party without first obtaining written consent.

13. Definitions. Parties agree to abide by the definitions set forth in this Agreement.

14. Representations and Warranties. Parties represent and warrant to each other that:

a. The person entering into this Agreement on behalf of each other has the authority and full power to do so, and all corporate actions have been taken, and all approvals obtained, that are necessary to make this Agreement binding and enforceable.

b. Each party's performance of this Agreement is not in conflict with, and will not cause an event of default under, any agreement or instrument to which each party is bound.

c. The sale and shipment of product by Omaha Steaks to purchaser of product under any purchase order (including packaging, labeling and inserts) will not violate any applicable federal, state, county and local laws, ordinances and regulations, including, but not limited to, good manufacturing practices under the U.S. Food, Drug and Cosmetics Act, or infringe on any intellectual property or other right of any third party.

d. Omaha Steaks will comply with all applicable federal, state, and local laws, related to the purchase of products, including without limitation, those laws related to sales tax collection, refunds, privacy, taxes, consumer protection, and deceptive trade practices.

15. Miscellaneous.

a. Independent parties – The relationship between Omaha Steaks and Registered User is that of independent contractors and neither party will be considered, or hold itself out as, an agent or representative of the other for any purpose.

b. Successors; assignments – This Agreement will be binding on and inure to the benefit of the parties and their respective successors in interest and assigns. Registered User may not assign any provisions of this Agreement, in whole or in part, without Omaha Steaks' prior written consent.

c. Governing law; venue – This Agreement and the rights and obligations of the parties will be governed by and construed according to the laws of the State of Nebraska without regard to the choice of law provisions that would require the application of the laws of another jurisdiction. Registered User irrevocably submits to the exclusive jurisdiction of courts of the State of Nebraska and of the United States located in Omaha, Douglas County, Nebraska.

d. Severability – The provisions of this Agreement are severable, and in the event that any provision thereof is determined to be invalid or unenforceable, such invalidity or unenforceability will not in any way affect the validity or enforceability of the remaining provisions.

e. Amendment; waiver – Except as expressly specified herein, no amendment, waiver or discharge of any provision of this Agreement will be effective unless made in writing, signed by Omaha Steaks and Registered User.

f. Entire agreement; conflict – This Agreement, including all documents incorporated herein by reference, constitutes the entire agreement between Registered User and Omaha Steaks with respect to the subject matter thereof and supersedes all prior agreements. In the event of a conflict between any portion of this Agreement and any other document, this Agreement will control.