

Agent Cooperator Agreement

This Agent-Cooperator Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between _____ (hereinafter "Cooperator"), and _____ (hereinafter "Agent").

WHEREAS, Cooperator seeks to provide access to the information and data, as defined below, held by the Red Angus Association of America ("RAAA"); and

WHEREAS, Agent seeks to access Cooperator's information to assist in the management, marketing and/or sale of Cooperator's cattle; and

WHEREAS, the RAAA is willing to assist the parties by providing information pursuant to this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Subject to the terms and conditions of this Agreement, Cooperator grants to the Agent the right to access herd information of Cooperator contained in the RAAA database. Agent may use such herd information for any necessary data submissions on behalf of Cooperator under the Cooperator's account number.
2. Cooperator remains responsible for the accuracy and integrity of all data submitted to RAAA by Agent. Agent agrees that it will not modify the Data received from cooperator, without express written permission of the Cooperator and the Association.
3. Cooperator and Agent agree that access contemplated herein is limited to herd information contained in the RAAA database, and shall not include personal, financial or other confidential information.
4. **Term and termination.** This Agreement is effective as of the above date, and shall terminate on _____. This agreement may be terminated by either party upon 30-days written notice, provided to the other party and to the RAAA.
5. **Indemnification.** Each party agrees to indemnify and hold the other party harmless from all loss, cost and expense (including attorney's fees and litigation costs) arising out of or related to the violation or breach of or misrepresentation related to this Agreement. Additionally, parties agree to hold RAAA nonliable for any actions related to this agreement. This is a mutual indemnification for all parties and includes indemnification of the RAAA.
6. **Amendments.** Any amendment, alteration, supplement, modification or waiver shall be invalid unless it is set forth in writing, signed by both parties.
7. **Assignability.** This Agreement and the rights and duties under this Agreement may not be assigned by either party without prior written consent of the other party.

- 8. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 9. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given if mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger or by nationally recognized overnight delivery provider.
- 10. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado and the parties hereto submit to the jurisdiction of the courts of the State of Colorado in the event any action or dispute arising here from.
- 11. **Counterparts and Electronic Means.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties containing either an original signature or a copy sent by electronic delivery. The parties agree that signatures on this Agreement, as well as any other documents to be executed pursuant to this Agreement, may be delivered by electronic means in lieu of an original signature, and the parties agree to treat these signatures as original signatures.

COOPERATOR Signature:

AGENT Signature:

Account No. _____

Account No. _____

Approved as to form by the Red Angus Association of America:

by: