



# Co-op Connections® Program PARTICIPATING BUSINESS CONTRACT

Name of Business: \_\_\_\_\_  
 Category (circle one): Sports Lodging Restaurant Retail Other: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Contact Title: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Business Hours: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_  
 Fax: \_\_\_\_\_

By signing this Contract I agree to be a participating Co-op Connections business and will give discounts to all Co-op Connections Cardholders as noted in the Co-op Connections brochure. I can provide whatever discount I want, as long as it is something that provides a real economic value to Cardholders. I have chosen the discount described below. I will continue to offer this discount (or a better discount) for one year, unless my Touchstone Energy® cooperative, Macon Electric Cooperative, terminates this Contract. This Contract is effective from the day I return a signed copy until the day it is terminated as described below.

Discount offered to Co-op Connections cardholders: \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 Cash register stickers: \_\_\_\_\_ Window stickers: \_\_\_\_\_

ADDITIONAL TERMS AND CONDITIONS. Neither Touchstone Energy Cooperative, Inc. ("Touchstone Energy") nor any Touchstone Energy Cooperative ("Co-op") is liable for financial or contractual responsibilities of holders of the Co-op Connections Card ("Card"). Neither Touchstone Energy nor any Co-op will be liable for your products or services or for any inaccuracy in your marketing materials. All Cards are the property of Touchstone Energy, and any unauthorized reproduction or misrepresentation of the Card is strictly prohibited. Your marketing materials and advertisements will not use the name, trademark, or other intellectual property of Touchstone Energy or any Co-op without prior written approval. You will post Co-op Connections signage as required by Touchstone Energy. Touchstone Energy or Co-op can terminate this Contract on 30 days notice (or immediately if you commit any material breach, if your business is sold or changes ownership, if your local participating cooperative drops out of the Touchstone Energy Cooperatives program, or if you become the subject of any bankruptcy or insolvency proceeding). You can terminate this Contract at any time after one year on 30 days prior written notice. You, your employees, and your affiliates will maintain the confidentiality of any confidential information belonging to Touchstone Energy or Co-op and that you will not disclose it to any third party. You agree to indemnify, defend and hold Touchstone Energy, Co-op and their affiliates and all of their employees, officers, directors and shareholders harmless against any and all losses, liabilities, damages, costs or other expenses or claims or counterclaims of third persons or entities related to this Contract, except for any such claims arising from Touchstone Energy's or Co-op's gross negligence or willful misconduct. This Contract is governed by the substantive laws of Missouri. Any action relating to this Agreement must be brought in federal or state court located in Missouri. Each party waives its right to jury trial for any dispute relating to this Contract. Additional terms can be found at <http://www.advancingthebrand.coop>, and those terms control even if they conflict with this writing. Touchstone Energy can change any term of this Contract at any time by posting the change on any public section of this Web site dealing with the Co-op Connections program. Changes will be effective 30 days after posting.