

PARTICIPATING BUSINESS CONTRACT

Business Name: _____

Category: Entertainment Lodging Retail

Restaurant Other: _____

Contact Name: _____

Contact Title: _____

Mailing Address: _____

Street Address: _____

City, State, Zip: _____

Business Phone: _____

E-mail: _____

Do you want this e-mail made available in your online listing?

Yes No

Web site: _____

Business Hours: _____

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 (on reverse). I will continue to offer this discount (or a better discount) for one year after the program begins, unless Touchstone Energy or my local cooperative terminates this contract. This contract automatically renews each year, unless notice is provided to First Electric Cooperative as described on the back of this form.

Signature: _____

Date: _____

Please fill out additional information on other side of this panel before returning to First Electric Cooperative.



Co-op Connections[®] Program



P.O. Box 5018 • Jacksonville, AR 72078
800-489-7405 • www.firstelectric.coop



Touchstone Energy[®]
Cooperatives

The power of human connections[®]

www.touchstoneenergy.coop

Co-op Connections® Program

Introducing the Co-op Connections Program

A program that benefits cooperative members by offering valuable discounts from participating businesses and increases customer visits at local businesses.

- All First Electric Cooperative members will receive one free Co-op Connections Card and two Key Fobs.
- This program gives participating businesses exposure to our 70,000 members and millions more served by our fellow Touchstone Energy® cooperatives.
- A list of participating businesses will be available. These businesses are also posted on our web site at: www.firstelectric.coop.
- Co-op members are encouraged to shop at participating businesses through promotions in our newsletter, radio ads, newspaper ads, bill stuffers, etc.
- The card features First Electric Cooperative's important contact information and web site.

The program is FREE to participating businesses.

Here's how the card works:

All First Electric Cooperative members automatically receive Co-op Connections cards. When they show the card at any participating business, they receive a discount. It's that easy!

All participating businesses have the choice to opt out of the program at the end of every year.



Front of Card



Back of Card

Examples of typical discounts:

- Receive a 10% discount off meal
- Free dessert with purchase of meal
- 10% off purchases of \$25 or more
- Free shipping on purchases over \$50

Discount offered by your business to Co-op Connections cardholders:

Brief description of information about your business for your free Web site listing:

We will mail your participating Co-op Connections package, which includes window and cash register sticker to display in your business helping to identify you as a participating business.

Please indicate how many static cling window stickers and cash register stickers you need.

Cash register stickers: _____

Window clings: _____

ADDITIONAL TERMS AND CONDITIONS. This Contract is between You and First Electric Cooperative. Neither Touchstone Energy® nor any Touchstone Energy® Cooperative ("Co-op" or "Co-ops") is liable for financial or contractual responsibilities of holders of the Co-op Connections Card ("Card"). Further, nothing in this Contract shall be construed to establish a joint venture, partnership, agency, franchise, or employment relationship among Touchstone Energy, any Co-op and Business. 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. First Electric Cooperative 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 First Electric 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. Touchstone Energy can terminate the Co-op Connections program at any time, or can terminate Local Co-op's participation in the program, either of which event will terminate this Contract also. You, your employees, and your affiliates will maintain the confidentiality of any confidential information belonging to Touchstone Energy or First Electric Cooperative and that you will not disclose it to any third party. Touchstone Energy and Local Co-op, their employees, and their affiliates will maintain the confidentiality of any confidential information belonging to Business and will not disclose it to any third party. You agree to indemnify, defend and hold Touchstone Energy, Co-ops, 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 First Electric Cooperative's gross negligence or willful misconduct. This Contract is governed by the substantive laws of Virginia. Any action relating to this Contract must be brought in federal or state court located in Virginia. Each party waives its right to jury trial for any dispute relating to this Contract. Touchstone Energy can change any term of this Contract at any time by posting the change on any public section of the www.connections.coop web site. Changes will be effective 30 days after posting to the web site. Additional or updated terms may be posted at www.connections.coop, and those terms control even if they conflict with this writing. Each party acknowledges the other's exclusive ownership of, and right to use, its own trademarks, service marks, trade names, and copyrighted materials. Neither acquires any rights in the other's trademarks, service marks, trade names, or copyrighted materials through this Contract. In connection with this Contract, neither party will use, or sell products bearing or comprised of, the other's intellectual property without the owner's prior written consent.

Questions? Please contact:
 Marketing & Communications Department
 (800) 489-7405
helpdesk@firstelectric.coop

Please return this form by mail to:

Marketing & Communications
 First Electric Cooperative
 P.O. Box 5018
 Jacksonville, AR 72078