

Kay Electric Cooperative's 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: _____
Website Address _____

By signing this Contract I, as the above-named business ("Business"), 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 a minimum of one year, unless my local cooperative, Kay Electric Cooperative terminates this Contract as provided below or Touchstone Energy Cooperatives, Inc. ("Touchstone Energy") either terminates the Co-op Connections program or Local Co-op's participation in the program. This Contract is effective from the day I return a signed copy until the day it is terminated as described below.

Check here if your business would like this agreement to automatically renew at the end of one year unless either party terminates this contract.

Discount offered to Co-op Connections cardholders: _____

Signature: _____ Date _____

Please return this form to:
Austin Partida
Kay Electric Cooperative
P.O. Box 607 Blackwell, OK 74631
OR fax it to 1-580-363-2308

After we receive your signed contract, we will mail your participating Co-op Connections package, which includes window and cash register stickers to display in your business helping to identify you as a participating business. Please indicate how many window stickers and cash register stickers you need. You will receive a Co-op Connections card.

Cash register stickers: _____ Window stickers: _____

ADDITIONAL TERMS AND CONDITIONS. This Contract is between You and Local Co-op. 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. Local 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. 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 Local Co-op 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 Local Co-op’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.