

PARTNER WITH YOUR LOCAL ELECTRIC COOPERATIVE TO RECEIVE FREE BENEFITS FOR YOUR BUSINESS

Why should I participate in the program?

All Central Texas Electric Co-op members are encouraged to shop at participating businesses through social media, our website and other communication materials. It's great free advertising for your business.

What are some of the features of the Co-op Connections Program?

The program allows members to see participating businesses through the mobile app, print coupons straight from their phone or computer and receive deals from national and local businesses.

Where can I find a list of participating businesses?

Visit connections.coop to see all of the money saving deals and to shop online. The free mobile app uses GPS to pull nearby discounts. If you join, your business will be listed in both places.

How will customers show their coupon to receive the discount?

Central Texas Electric Co-op members will show a plastic or printable Co-op Connections Card, print a coupon or redeem the discount on their phone.

Will I receive signage for my businesses that says I am a participating member of the program?

Yes, Central Texas Electric Co-op will provide you with a register sticker or window cling that says "I'm a participating business."

Why are CTEC members using the program?

Membership has benefits and this free program helps them save money on everyday expenses. From prescription discounts to meal and hotel deals.

Is there a way to track how often my deal is being used?

CTEC can provide you with reporting for your business so you can track redemptions, manage limited time offers and more.

Does it cost anything for my business to be a part of the program?

No. This is a member benefit brought to you by Central Texas Electric Co-op as part of our Commitment to Community.



INTERESTED IN JOINING THE PROGRAM?

Patricia Stehling
patricia.stehling@ctec.coop

or

Tammy Boos
tammy.boos@ctec.coop

1-800-900-2832
830-997-2126

CTEC IS PROUD TO OFFER THIS FREE PROGRAM.

Participating Business Agreement

Agreement

This Participating Business Agreement (“Agreement”) is a legal agreement between

(hereinafter referred to as “You” or “Your”) located at

Touchstone Energy Cooperative, LLC (“TSE”), located at 4301 Wilson Boulevard, Arlington, VA 22203, the local electric cooperative and Valoretek, LLC (“iBennie”), located at 5825 Mark Dabling Blvd. #130 Colorado Springs, CO 80919 and sets forth the terms and conditions upon which you agree to provide a discount for goods and services to third parties (“Discount Offer”) in Touchstone’s Co-op Connections® program (“Program”) hosted, controlled and managed by iBennie and how TSE and iBennie may use, publish, communicate, and market the Discount Offer to third-parties.

Initial Discount Terms:

Offer Management Platform & Discount Offer

The Offer Management Platform is the system hosted by iBennie where You will be entered and manage specific details regarding the Discount Offer. You represent and warrant to honor the Discount Offer as published, communicated or marketed by TSE and iBennie in any manner which includes but not limited to the iBennie website and mobile application. You acknowledge and agree that TSE and iBennie have absolute discretion not to publish, communicate, or market a Discount Offer for any reason they deem necessary. Furthermore, the manner and means of publishing, communicating, or marketing a Discount Offer shall be in TSE or iBennie’s full absolute discretion, without any reservation of rights retained by You. TSE and iBennie shall bear all costs associated with publishing, communicating, or marketing the Discount Offer. You agree that a Discount Offer shall commence when the Discount Offer is submitted via the Offer Management Platform or directly to TSE or iBennie in writing and shall continue until the date specified in the Offer Management Platform or as communicated to TSE or iBennie in writing. Finally, You agree that failure to honor a Discount Offer would cause irreparable harm to TSE and iBennie and which damage may be inadequately compensable in the form of monetary damages. Accordingly, TSE and iBennie may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, including specific performance of the Discount Offer. This section shall survive termination of this Agreement.

TERM

This Agreement shall commence from the last signature date of the parties below and will continue until terminated by a party with fifteen (15) days prior written notice. TSE may terminate this Agreement immediately for cause. Termination of this Agreement shall in no way affect Your obligation to honor the published Discount Offer until the stated expiration date or volume commitment are met as noted in the Offer Management Platform. Notwithstanding the foregoing, within forty-eight (48) hours of you disabling a Discount Offer, TSE or iBennie will remove the Discount offer from the iBenine website or mobile application. This section shall survive termination of this Agreement.

Intellectual Property

You will not, under any circumstance, have any right to use or authorize the use of any trademark, logo or other intellectual property right owned by TSE or iBennie, unless permitted to do so with the written permission granted by TSE or iBennie.

You represent and warrant that You are the owner of or have obtained all necessary permissions, consents, or license to use all materials provided to TSE or iBennie and hereby grants TSE and iBennie a non-exclusive, royalty-free, worldwide, sub-licensable license right to use Your name, logo, trademark, service mark, URL or other corporate identifiers and proprietary designations, photograph, and any other material supplied to TSE and iBennie, in connection with the production of the Program, the Discount Offer and related activities, which may include, but not limited to emails, newsletter, etc. ("Business Content").

Disclaimers

TSE and iBennie shall not be liable for any errors or misprints contained within Business Content or the publication, communication, or marketing of the Discount Offer. TSE and iBennie will not edit, proofread or similar examine any Business Content or Discount Offer. To the fullest extent permitted by law, TSE and iBennie disclaim and waive all express or implied warranties with respect to the Program or services provided under this Agreement, including, without limitation, that iBennie's website and mobile application will operate error-free or without interruption.

TSE AND IBENNIE ASSUMES NO RESPONSIBILITY FOR ANY ARRANGMENTS, CONTRACTS, PURCHASES OR DISPUTES BETWEEN YOU AND ANY THIRD PARTIES USING THE DISCOUNT OFFER.

TSE AND IBENNIE DOES NOT ENDORSE OR AFFIRM THE QUALITY OF PRODUCTS AND SERVICES OFFERED BY YOU AS PART OF THE DISCOUNT OFFER.

Use of Information Collected Under This Agreement

You represent and warrant that any information collected by You from a third party as it relates to the Discount Offer or this Agreement shall only be used to provide the product or service as offered by the Discount Offer. Furthermore, You represent and warrant that your use and collection of third party information as a result of the Discount Offer or this Agreement shall be in compliance with all applicable laws, rules, or regulations, including, but not limited to the Term of Use and Privacy Policy as set forth on iBennie's website for third party consumers using the website and taking advantage of the Discount Offer.

Indemnification

You agree to indemnify, defend, and hold TSE, iBennie, and their respective officers, directors, agents, contractors, and employees (an "Indemnitee" and collectively, the "Indemnitees") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or

recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of You during the performance of this Agreement, including Claims that the Discount Offer or the license right granted herein violate, infringe, or misappropriate any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TSE OR IBENNIE BE RESPONSIBLE FOR ANY FOR ANY INDIRECT, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FROM LOSS OF BUSINESS PROFITS, BUSINESS INETRRUPPTION, LOSS OF BUSSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE.

Notices

All communications and notices to a party should be directed to the addresses as noted at the beginning of this Agreement.

Governing Law

This Agreement will be governed and interpreted under the laws of the Commonwealth of Virginia, without respect to choice of law. Any disputes between the parties arising out of or relating to this Agreement will be first submitted to non-binding mediation.

Relationship with TSE and iBennie

The parties agree that no legal partnership, agency, or joint venture of any kind is created between You, TSE, and iBennie.




Assignment

This Agreement will bind your successors but may not be assigned, in whole or in part, by you without the written permission of authorized representative from TSE and iBennie. Any non-confirming assignment shall be null and void. You represent and warrant to ensure that all successors and permitted assignees will honor the Discount Offer per the terms of this Agreement.

Miscellaneous

No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of each party to this Agreement, and no single waiver will constitute a continuing or subsequent waiver. This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a written agreement clearly setting for the amendments and signed by both parties. If any provision is found to be unenforceable or invalid, the provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as below and each party warrants its respective signatory whose signature appears below is duly authorized by all necessary and appropriate corporate action to execute this Agreement on behalf of such party. Furthermore, by signing this Agreement below You represent and warrant that You have all necessary authority to offer the Discount Offer entered into the Offer Management Platform or providing information regarding the Discount Offer to TSE or iBennie.

Touchstone Energy Cooperative, LLC ("TSE")	Valoretek, LLC ("iBennie")
By: 	By: 
Printed Name: Lynn Moore	Printed Name: Brad Renzelman
Title: Executive Director	Title: Managing Member
Date: 8/13/2018 (evergreen)	Date: 8/13/2018 (evergreen)
 ("You" or "Your")	
By:	
Printed Name:	
Title:	
Date:	
Witnessed by:	
Local Touchstone Energy Cooperative:	

This sheet should be used with the Participating Business Contract to ensure all required data is collected. These data fields correspond with the online form used to upload this discount to the www.connections.coop website.

Date: _____ Contact Person: _____

Business Name: _____

Website: _____ Offer Expiration: _____ Ongoing offer – no expiration

Estimated offer value: _____ # of usages per customer: _____

Business Phone: _____ Contact email: _____

Address: _____

City: _____ State: _____ Zip: _____

Category: Sports Lodging Restaurant Retail Other: _____

Business Description: _____

Offer Detail: _____

Addition Information: (Business hours, directions, etc.) _____
