

## Need New Customers for Your Business?

### PARTICIPATE IN THE CO-OP CONNECTIONS PROGRAM!

The Co-op Connections card is a discount program for members of Heart of Texas Electric Cooperative and members of Touchstone Energy electric co-ops throughout the nation. This means that, in addition to Heart of Texas EC members, co-op members across the country carrying the Co-op Connections card will be able to use their card at your business.

Participating businesses are listed on the national Co-op Connections website and will also be publicized by Heart of Texas EC through our website and in Texas Co-op Power. Virtually any type of business is eligible to participate, and there is no charge to the business. To get started in the program, complete and return the contract below to Heart of Texas EC, Attn: Ron Poston, P.O. Box 357, McGregor, TX 76657. For more information, call (361) 573-2428.

#### CO-OP CONNECTIONS PROGRAM PARTICIPATING BUSINESS CONTRACT • Brought to you by Heart of Texas Electric Cooperative

##### NAME OF BUSINESS

---

CATEGORY  SERVICE  LODGING  RESTAURANT  RETAIL  OTHER:

---

##### BUSINESS HOURS

---

##### CONTACT NAME

##### CONTACT TITLE

---

##### MAILING ADDRESS

##### CITY, STATE, ZIP

---

##### PHONE

##### FAX

---

##### EMAIL

---

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, Heart of Texas Electric, terminates this contract as provided below or Touchstone Energy Cooperatives, Inc. ("Touchstone Energy") either terminates the Co-op Connections program or my 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.

##### DISCOUNT OFFERED TO CO-OP CONNECTIONS CARDHOLDERS

---

##### SIGNATURE

##### DATE

---

Please return this form to: Heart of Texas EC, Attn: Ron Poston, P.O. Box 357, McGregor, TX 76657.

After we receive your signed contract, we will publicize your participation to our members through Texas Co-op Power and other communications with our members.

**ADDITIONAL TERMS AND CONDITIONS.** This Contract is between you and your 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 upon 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 connections.coop website. Changes will be effective 30 days after posting to the website. Additional or updated terms may be posted at 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.