

# 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 and Valoretex, 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/Offer Terms:

## Offer Management Platform & Discount Offer

The Offer Management Platform is the system hosted by iBennie where You will 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 iBennie 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 ARRANGEMENTS, 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**

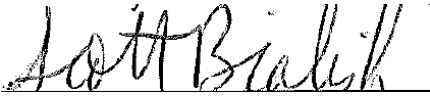

This Agreement will bind your successors but may not be assigned, in whole or in part, by you without the written permission of authorized representative from TSE and iBennie. Any non-confirming assignment shall be null and void. You represent and warrant to ensure that all successors and permitted assignees 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: Scott Bialick	Printed Name: Brad Renzelman
Title: Sr. Manager, Business Development	Title: Managing Member
Date: 6/12/2019	Date: 6/12/2019
<hr/> <span style="background-color: yellow;">("You" or "Your" Business Name)</span>	
<span style="background-color: yellow;">By:</span>	
<span style="background-color: yellow;">Printed Name:</span>	
<span style="background-color: yellow;">Title:</span>	
<span style="background-color: yellow;">Date:</span>	
<span style="background-color: yellow;">Witnessed by:</span>	
<span style="background-color: yellow;">Local Touchstone Energy Cooperative:</span>	