



Owned and Operated By Retailers



### Program Agreement

THIS INFORMATION IS REQUIRED FOR CORRECT PROCESSING AND DISTRIBUTION OF RETEX PAYMENTS

Please complete and fax to 516-938-0520

Company Name: \_\_\_\_\_ Retex #: \_\_\_\_\_

Authorized Dividend/Rebate Recipient Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Web Site: \_\_\_\_\_ E-mail: \_\_\_\_\_

Number of Store Locations: \_\_\_\_\_

Who was your service provider prior to this agreement? \_\_\_\_\_

Your RETEX/Broadwing Contract Duration: \_\_\_\_\_

Start Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Services Provided: \_\_\_\_\_

#### How did you learn about the Broadwing Program?

- Broadwing Rep                       Trade Show                       National Account Manager
- Direct Mail                               Retailer                               Newsletter Article
- www.retex.com                       Literature                               Other: \_\_\_\_\_

Retex  
Use Only

Retex Member # \_\_\_\_\_  
Effective Date \_\_\_\_\_

NAM \_\_\_\_\_  
Date \_\_\_\_\_

Approval \_\_\_\_\_  
Date \_\_\_\_\_

# Broadwing Communications, LLC Program Agreement

\_\_\_\_\_ (“Member”) and Retex Cooperative, Inc. (“Retex”) are parties to a Member Agreement dated \_\_\_\_\_, (the “Member Agreement”). This Program Agreement (“Program Agreement”) and the Member Agreement together comprise separate agreements between the parties and constitute an agreement between Retex and the Member that the Member shall be eligible to receive Broadwing Services, as defined below and in accordance with this Program Agreement, and thereby participate in what shall be referred to herein as the “Broadwing Program”.

## 1. PROGRAM DESCRIPTION

The provision of Broadwing Services shall be governed by this Program Agreement, the Member Agreement, the Master Purchase Agreement by and between Retex and Broadwing Communications, LLC (“Broadwing”), and the Individual Member Agreement, as defined below, all of which are hereby incorporated herein by reference.

## 2. REBATES

Subject to the by-laws of Retex (including but not limited to article 12 thereof) and in consideration of Member’s participation in the Broadwing Program and Member’s covenants and agreements hereunder, Retex shall pay to Member, for each month this Agreement is in effect, a rebate in an amount equal to: (i) all Member Generated Commission, as defined below, if any, received by Retex for such month, less (ii) an amount equal to 50% of Member Generated Commission for that month.

For purposes of this agreement:

“**Broadwing Services**” means any product or service offered by Broadwing under the Broadwing Program.

“**Commission**” shall mean those commission payments received by Retex from Broadwing as required under the Master Purchase Agreement.

“**Individual Member Agreement**” means either: (i) those executed agreements between the Member and Broadwing titled: “Individual Member Agreement”; or (ii) those executed Product and Service Agreements between the Member and Broadwing that have been amended by the instrument titled: “IMA Addendum”.

“**Member Generated Commission**” means the portion of Commission that is derived from revenue generated by Member’s purchase of Broadwing Services

Each rebate shall be paid within 30 days after, and subject to, Retex’s receipt of the Member Generated Commission from Broadwing. Member acknowledges and agrees that Retex’s obligation to pay such rebate hereunder is conditioned upon Member’s compliance with this Program Agreement and upon Retex’s receipt of Commissions under the Master Purchase Agreement; and Retex’s obligation to pay rebates hereunder is limited to Member Generated Commissions. If any part of Member Generated Commissions is not received by Retex for any reason whatsoever (including but not limited to a breach of any agreement related to the Broadwing Program by any party thereto); or if prior to Retex’s distribution of rebates hereunder, Broadwing requests Retex to withhold and remit back to Broadwing all or part of its distribution to Members for any reason whatsoever (including but not limited to Member’s failure to pay amounts due Broadwing); or if this Program Agreement is not then in effect, Retex shall have no obligation to pay any corresponding rebate to Member.

## 3. EFFECTIVE DATE, TERM AND TERMINATION

It is understood that the entering into of this Program Agreement shall be subject to the condition precedent that the Member Agreement and the Master Purchase Agreement shall both be in effect.

This Program Agreement shall become effective on either: (i) the effective date of the Individual Member Agreement by and between Member and Broadwing; or (ii) the effective date of the IMA Addendum noted above, whichever applies.

This Program Agreement and Member’s participation in the Broadwing Program shall continue until the first to occur of the following events: (a) termination or expiration without renewal or extension, of the Individual Member Agreement; or (b) termination of Member’s status as a Retex member or associate.

## 4. Expiration of Master Purchase Agreement

The initial term of the Master Purchase Agreement by and between Retex and Broadwing expires on January 1<sup>st</sup>, 2007. Thereafter, the Master Purchase Agreement may be renewed according to its terms. Retex shall provide notice to its members and associates of the termination of the Master Purchase Agreement.

### MEMBER COMPANY

**RETEX COOPERATIVE, INC.**  
a California cooperative corporation

\_\_\_\_\_  
a \_\_\_\_\_ corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date