



333 West Merrick Road, Suite 2
Valley Stream, NY 11580
1-800-99-RETEX
Membercare@retex.com
www.retex.com

Member Agreement

Please complete and fax to 516-284-6698

Company Name: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Fax: _____
Company Web Site URL: _____ E-Mail: _____
Parent Company Name: _____
Subsidiary Names: _____
President: _____ CIO: _____
CFO: _____ Telecomm Mgr.: _____
VP, Advertising: _____ Facilities Mgr.: _____
VP, Human Resources: _____ Purchasing Mgr: _____
Brief Description of Services: _____
Tax ID#: _____ Are You Incorporated? Yes No
of Stores/Locations: _____ # of Employees: _____
Location of Stores (states): _____

Annual Sales \$ Volume: (Please check one)

Less Than \$50 Million \$100 to \$249 Million \$500 to \$999 Million
 \$50 to \$99 Million \$250 to \$499 Million \$1 Billion and Up

The RETEX Board of Directors may declare a dividend to a Member Company. To whom would we send this check?

Name: _____ Title: _____

(Please Check Box) **Yes. You can list my company as a member of Retex.**

Retex Use Only
Retex Member # _____ NAM: _____ Approval: _____
Effective Date: _____ Mktg Event: _____ Date: _____

THE FOLLOWING INFORMATION WILL ENABLE RETEX TO IDENTIFY THE PRODUCTS AND SERVICES, OFFERED BY OUR VENDOR PARTNERS, THAT WILL LOWER YOUR COSTS, IMPROVE YOUR OPERATIONS, AND INCREASE YOUR CUSTOMER SERVICES. PLEASE PROVIDE US WITH THE FOLLOWING:

Type of Stores (Check all that apply): Enclosed Mall ____ Strip Center ____ Freestanding ____
 # of POS Terminals per Location: _____ # of PC Terminals: _____
 Annual \$ Telecommunications Expenditures: _____
 Current Monthly Long Distance \$ Commitment Level: _____
 Annual \$ Volume of Credit Card Sales: _____
 Average Ticket Amount: _____
 Monthly Check Guarantee \$ Volume: _____
 Monthly # Teleconferencing Minutes Used: _____
 Annual Market Advertising Budget: _____
 Annual Utilities Expenditures: _____
 Number of Utility Accounts: _____

According to the terms and conditions on the following page,
 Member and RETEX have executed this agreement on the day and year below:

	MEMBER COMPANY
RETEX COOPERATIVE, INC. a California cooperative corporation	_____ corporation
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Date	_____ Date

THANK YOU FOR JOINING RETEX

Please rush me information about these RETEX programs:

- | | | |
|---|--|---|
| <input type="checkbox"/> Voice, Data, and Internet Services | <input type="checkbox"/> Energy Solutions and Procurement Services | <input type="checkbox"/> Credit Card Processing and Equipment |
| <input type="checkbox"/> Audio and Web Conferencing | <input type="checkbox"/> Utility Bill Analysis and Payment | <input type="checkbox"/> Bank Card Compliance |
| <input type="checkbox"/> Telecom Invoice Auditing and Bill Payment Services | <input type="checkbox"/> Parcel Package Auditing | <input type="checkbox"/> Tax Recovery and Rebate Solutions |
| <input type="checkbox"/> Benefit Solutions | <input type="checkbox"/> Commerical Lease Auditing | <input type="checkbox"/> Payroll Solutions |
| | <input type="checkbox"/> Office Supplies | <input type="checkbox"/> EDI Solutions |

1. Introduction. This RETEX Member Agreement (“Member Agreement”) is made by and between RETEX Cooperative, Inc. (“RETEX”) and the member (“Member”). RETEX, as a California consumer cooperative corporation, makes available to its members, patrons and associates, various programs consisting of products and services of interest to the retail industry (“Programs”). The terms and conditions of these Programs are set forth in: (a) certain underlying agreements between RETEX and the relevant vendors, suppliers and manufacturers (“Program Vendors”); (b) certain related agreements entered into between Members and Program Vendors, if applicable (the “IMA”); and (c) certain agreements entered into between RETEX and its Members (“Program Agreement”). This Member Agreement states the general terms and conditions which apply to Members’ participation in Programs.
2. Term of Member Agreement. This Member Agreement shall become effective on the date Member becomes a RETEX member, patron or associate and shall remain in effect until Member ceases to be a RETEX member, patron or associate.
3. Program Agreement. As a condition of participation in Programs, Member shall be required to execute, either in writing or through electronic transmission, a separate Program Agreement which shall apply to a specific Program and which may contain additional or substitute terms and conditions as are specific to such Program.
4. Individual Member Agreement. Program Vendor products, services and activities may be provided by Program Vendor pursuant to a separate IMA entered into between the Member and the Program Vendor which shall also be subject to the terms and conditions of the Program and this Member Agreement.
5. Incorporation of RETEX Bylaws. The provisions of the RETEX bylaws and rules and regulations are incorporated herein by reference.
6. Participation In Programs. Each Program Agreement and Member’s participation in the related Program are conditioned on the following: (a) the Member must be and remain a member, patron or associate in good standing in RETEX; (b) the Member must be and remain eligible for participation under the terms of the relevant Program (which may vary among Programs); (c) the underlying agreement between RETEX and the Program Vendor with respect to the Program must be in effect; and (d) the Member comply with the terms and conditions of this Member Agreement, the articles, bylaws and rules and regulations of RETEX, the applicable Program Agreement, the IMA, if applicable, and the terms and conditions of the Program.
7. Indemnification. Member and RETEX shall defend, indemnify and hold each other, their officers, directors, other members and associates, employees, contractors, affiliates and agents, and their successors and assigns harmless from and against any and all liabilities, damages, expenses and claims, including but not limited to attorneys’ fees and costs, incurred by, imposed on or alleged against either Member or RETEX arising from or in connection with Member’s participation in RETEX.
8. Exclusive Remedy. Member’s exclusive remedy against RETEX for any claim or cause whatsoever arising from or in connection with this Member Agreement shall be the termination of the relevant Program Agreement and the payment of any amounts due as a result of Member’s use of Program services prior to such termination, net of offsets for amounts due RETEX and/or the relevant Program Vendor.
9. Disclosure. Member hereby consents to Program Vendor’s provision to RETEX of Member’s Program Vendor services usage information, and to RETEX’s provision to Program Vendor of Member’s name and use of Member’s name in the promotion and advertising of Programs.
10. Confidentiality. All information to which Member obtains access in connection with its membership in RETEX shall be used solely in connection with its membership in RETEX. All copyrights, patents, symbols, trademarks, trade names, service marks and other intellectual properties that are now owned or hereafter acquired by RETEX are the sole property of RETEX, and shall not be used by Member without the express written consent of RETEX.
11. Termination of Programs. Upon the termination or expiration of the underlying agreement between RETEX and a Program Vendor, Member’s right to commissions, discounts, distributions and benefits thereunder shall cease. RETEX shall have the sole and absolute discretion whether or not to terminate or renew such underlying agreements. Member shall be solely responsible for protecting itself against the termination or expiration of such underlying agreements between RETEX and Program Vendors (e.g., by ensuring that Member’s relationship with Program Vendor expires or terminates at the same time as the expiration or termination of such underlying agreement).
12. Choice of Law. All disputes arising under this Member Agreement shall be governed by the laws of the State of New York, regardless of the choice of law provisions of New York or any other jurisdiction and all such disputes shall be resolved in a court of competent jurisdiction in the State of New York.
13. Entire Agreement, Counterparts, Incorporation by Reference. This Member Agreement constitutes the entire agreement between RETEX and the Member and may be executed in counterparts. All related and underlying agreements discussed to above (e.g., in Section 1 above) are incorporated herein and together form this single integrated Agreement. Any inconsistency or conflict between any provision of this Member Agreement and any other incorporated agreements noted above shall be resolved by giving preference to the following agreements in the following priority order: first to this Member Agreement, second to the underlying agreement between RETEX and the Program Vendor, third to the Program Agreement.