

**AFFILIATE MEMBER AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
It is between CU Partner Solutions, LLC of 576 E. Lincoln, Birmingham, Michigan 48009 (“CU Partners”) and

\_\_\_\_\_  
\_\_\_\_\_ (“Affiliate Member”).

1. CU Partners is a credit union service organization (“CUSO”) organized as a limited liability company under the laws of the State of Michigan. Pursuant to its Operating Agreement it may engage in any lawful activity, permitted by law or regulation for a CUSO, as determined and approved by its Board. The primary purpose of CU Partners is to use the combined purchasing power of each owner (“Member”) and Affiliate Member to negotiate favorable pricing from various favored vendors of products and/or services to the benefit of Members and Affiliate Members. Affiliate Member is encouraged, but not required, to utilize the products and/or services of CU Partners’ favored vendors.
2. An Affiliate Member will have the right to utilize the products and/or services offered by CU Partners’ favored vendors in the same manner and pricing as is available to each Member. For this benefit, Affiliate Member agrees to pay an annual fee of \$500\_\_\_ to CU Partners which will be due on or before January 1 of each calendar year. If Affiliate Member first affiliates after the preceding January 1, such fee will be prorated on the basis of 1/12<sup>th</sup> for each full or partial month of first year affiliation. The annual fee may be adjusted by a majority vote of CU Partners Board not less than 60 days before any January 1, and with not less than 45 days prior written notice to Affiliate Member at its address shown above.
3. Affiliate Member’s CEO, President, General Manager or other executive officer of Affiliate Member is entitled to attend and actively participate in CU Partners’ Board Meetings and to assist in projects. An Affiliate Member will not, however, have a Board vote or share any CU Partners’ income.
4. Affiliate Member may disaffiliate with CU Partners at any time with 30 days advance written notice to CU Partners at its address shown above. In such event, Affiliate Member will not be entitled to any refund of any portion of the annual fee called for in provision 2 above.
5. CU Partners may, with or without cause, terminate Affiliate Members’ affiliation with 30 days advance written notice to Affiliate Member at its address shown above. Such a determination will require a vote to do so by not less than 75% of CU Partners’ Board. In the event of such termination, the annual fee called for in provision 2 above will be refunded to Affiliate Member on a pro rata basis of 1/12<sup>th</sup> for each full remaining calendar month.
6. Affiliate Member agrees to treat all proprietary information and all knowledge of the business of CU Partners (“Confidential Information”) that it may come to know on a strictly confidential basis. Confidential Information includes all present and future marketing plans related to products and/or services which CU Partners offers or is considering offering. Affiliate Member shall protect all Confidential Information with the same degree of care as it normally uses in the protection of its own confidential and proprietary information. Affiliate Member shall use this standard of care to prevent the unauthorized use, disclosure, dissemination, or publication of Confidential Information. Affiliate Member understands it will be liable for damages, including CU Partners attorney fees, if it breaches it’s duty to protect Confidential Information.
7. Each person executing this Agreement certifies they have the authority to do so on behalf of the party they are binding to this Agreement, and certify that such party is duly organized, validly existing, and in good standing under the laws which governed formation of such party.

**CU Partners**

**Affiliate Member**

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_