

## PARTNERSHIP AGREEMENT FOR CREDIT UNION SERVICES

THIS PARTNERSHIP AGREEMENT FOR CREDIT UNION SERVICES (this “Agreement”) made and entered into as of [\_\_\_\_\_] (the “Effective Date”), sets forth the agreement made by Baxter Credit Union d/b/a BCU (“BCU”), a credit union organized under the laws of the State of Illinois, and [\_\_\_\_\_] (“[Company Partner]”), [a/an \_\_\_\_\_ organized under the laws of \_\_\_\_\_], to establish credit union services as a valuable benefit for officers, directors, and employees of [Company Partner] and its Affiliates as permitted pursuant to applicable laws and regulations. The term “Affiliate,” as used with respect to a party to this Agreement, shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with, such party, where “control” means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of the person or entity, whether through the ownership of voting securities, by contract or otherwise.

### 1. GENERAL

In consideration for the services and products to be provided by BCU as set forth herein, [Company Partner] agrees that, as of the Effective Date, BCU will be the exclusive credit union provider of [Company Partner] for eligible officers, directors, and employees of [Company Partner]. In consideration for [Company Partner] designating BCU as its exclusive credit union provider for eligible officers, directors, and employees, BCU agrees to provide the services and products as set forth herein. The products, services and education offerings to be provided by BCU hereunder are intended to enhance [Company Partner’s] employee benefits package and improve the quality of its eligible officers’, directors’, and employees’ financial well-being and condition.

[Company Partner] will support credit union participation and growth by including BCU in benefits and wellness events and communications, providing the credit union with access to [Company Partner’s] employees via convenient, rent-free service center locations on the terms specified in Section 2.1, on-site credit union and educational events, and employee data as set forth in this Agreement during the term of this Agreement.

BCU shall comply with all applicable federal, state, and local laws, rules, and regulations in providing the services described herein. BCU’s compliance shall also include procuring, at its own cost, the required permits, certificates, approvals, and inspections (collectively “Licenses”) required for BCU’s performance under this Agreement; provided, however, that [Company Partner] will, at no cost to BCU and to the extent necessary, reasonably cooperate and assist BCU in obtaining any Licenses required to provide such services to [Company Partner].

BCU will remain responsible for services and functions performed by its subcontractors to the same extent as if such services and functions were performed by BCU. BCU agrees that it will direct its subcontractors performing services at [Company Partner’s] facilities to comply with [Company Partner’s] requests, rules and regulations, and policies made known to BCU regarding safety, security and health and personal and professional conduct, and otherwise conduct themselves in a professional and businesslike manner; provided, however, the requirements in this paragraph shall not apply to subcontractors whose use or engagement by BCU is expressly required by [Company Partner].

### 2. BCU WILL PROVIDE THE FOLLOWING TO [COMPANY PARTNER]:

#### 2.1. Service Centers

A BCU service center, kiosk and/or ATM (each, a “Center”) will be installed in those [Company Partner] facilities which are agreed upon in writing between [Company Partner] and BCU. For

each Center, the parties may execute a separate license, lease, or sublease (“Center Agreement”) and in the event of a conflict between the terms of this Agreement and any such Center Agreement, the terms of such Center Agreement will control with respect to the Center.

Prior to establishment of any new Center, BCU will provide the design requirements and be responsible for the permitting for each new Center at its cost and expense; provided, however, that [Company Partner] will, at no cost to BCU and to the extent necessary, reasonably cooperate and assist BCU in obtaining any permits required to build or otherwise establish the Center. Such design requirements will contain all building specifications necessary to complete construction of any such Center. BCU will be responsible for and have sole control with respect to all servicing and other costs of each Center, including without limitation: staffing, telecommunications, equipment, insurance, utilities, cleaning, security, maintenance, repair, and ancillary services, provided that such servicing activities must comply with [Company Partner’s] then-current access policies and procedures. Further, BCU and [Company Partner] acknowledge and agree that BCU will not be obligated to pay any rental fee for maintaining a Center at any of [Company Partner’s] locations during the term of this Agreement.

2.2. Access to [Company Partner’s] Premises

BCU acknowledges and agrees that access to each Center established hereunder by employees and subcontractors of BCU and, to the extent permitted by [Company Partner], the public at large, shall be subject to security protocols established and maintained by [Company Partner] in its sole discretion. As to each Center established hereunder, the Parties shall agree upon access policies and procedures that [Company Partner] may modify from time to time, in its sole discretion upon notice to BCU. BCU shall be responsible for the security and maintenance of all equipment at the Centers.

2.3. Branding

Subject to [Company Partner’s] approval and in accordance with [Company Partner’s] then current brand standards as provided in writing to BCU, BCU will develop and introduce endorsed branded credit union services. These services may include: branch signage, a website landing page, credit/debit card plastics, checks, statements, new member materials, and on-site event materials that are exclusively aimed at [Company Partner’s] employees. The naming convention and marks used in all endorsed branded services and materials will be jointly developed and approved by BCU and [Company Partner], contingent upon all applicable regulatory guidelines.

BCU hereby grants [Company Partner] a non-exclusive, royalty-free license to use BCU’s trademarks, trade names, and logos in marketing materials solely for the services provided hereunder and solely to the extent approved by BCU. BCU reserves the right to terminate such license and [Company Partner] agrees to promptly (no longer than 60 days) comply with BCU’s request. BCU shall retain all right, title and interest in all previously owned or independently developed functional, promotional and contractual materials including, without limitation, information, data, content, images, photos, videos, audio files, code, copyrights, trademarks, trade names, service marks, logos or other materials utilized by BCU in providing the services hereunder (“BCU Materials”). For the avoidance of doubt, BCU Materials shall not include [Company Partner] Materials (as defined below).

[Company Partner] hereby grants BCU a non-exclusive, royalty-free license to use [Company Partner’s] trademarks, trade names, and logos in marketing materials solely for the services provided hereunder and when approved by [Company Partner]. [Company Partner] reserves the

right to terminate such license and BCU agrees to promptly (no longer than 60 days) comply with [Company Partner's] request. [Company Partner] shall retain all right, title and interest in all [Company Partner] Materials that may be used in any such functional, promotional, and contractual materials. "[Company Partner] Materials" means all information, data, content, images, photos, videos, audio files, code, copyrights, trademarks, trade names, service marks, logos or other materials provided to BCU by [Company Partner] or created by BCU using materials provided to BCU by [Company Partner].

The parties acknowledge and agree that, except for the rights and licenses expressly granted by each party to the other party under this Agreement, each party will retain all right, title, and interest in and to its products, services, marks, and all the content, information, intellectual property of whatever nature of kind and other related materials, and nothing contained in this Agreement will be construed as conferring upon such party, by implication, operation of law or otherwise, any other license or right.

#### 2.4. Communication to [Company Partner's] Employees

Establishing the credit union as a valuable [Company Partner] benefit requires building employee awareness of credit union product, service, and educational offerings. This may be achieved by one or more of the following, non-exclusive list of activities when pre-approved by [Company Partner]:

- a) Staffing, with BCU staff, on-site and remote promotional and informational events;
- b) Referencing BCU in new hire orientation via electronic and/or print material distribution;
- c) Including BCU marketing, and other print and electronic material in [202\_] and thereafter in [Company Partner's] open-enrollment notices and other correspondence to [Company Partner's] employees;
- d) Communicating with employees via approved internal [Company Partner] communication channels;
- e) Providing to [Company Partner's] employees financial well-being information, services, and educational opportunities via on-site seminars, webinars and print/electronic materials; and
- f) Upon [Company Partner's] request, BCU will support and/or participate in [Company Partner's] events, and provide content upon request for employee internal communication channels.

Representatives from each of BCU and [Company Partner] will meet at least semi-annually to discuss and determine the schedule for BCU's provision of the above services.

#### 2.5. Expenses

BCU will pay 100% of the costs and expenses for all (a) cobranding and marketing materials for the credit union services provided by BCU pursuant to this Agreement and (b) construction, maintenance, repair, permitting, and operation of the Centers. Expenses related to additional services requested by [Company Partner] or BCU that are not identified in this Agreement must be agreed to by both parties in advance.

### **3. [COMPANY PARTNER] WILL PROVIDE THE FOLLOWING TO BCU:**

#### 3.1. Employee Data Files; Data Sharing Plan

In order to facilitate the tracking of effectiveness and employee engagement, [Company Partner] and BCU will develop a process whereby certain [Company Partner] employee data will be shared

with and utilized by BCU (the “Data Sharing Plan”). Components of the Data Sharing Plan will include conditions for the transmission of employee data, and may include, without limitation, the employee data points shared and frequency of such transmissions.

3.2. Access to Employees/Locations

[Company Partner] will permit the Centers on [Company Partner’s] premises as set forth in Section 2.1 and 2.2 above. With [Company Partner’s] pre-approval and subject to change in [Company Partner’s] sole discretion, [Company Partner] will allow BCU to perform on-site visits and presentations at dates and times agreed to by [Company Partner]. At [Company Partner’s] request, BCU will provide at least one site visit per year at any [Company Partner] site with more than 1,500 employees, or more as mutually agreed. With [Company Partner’s] pre-approval, [Company Partner] agrees to make or support sufficient announcements related to such events to eligible employees internally. BCU will be responsible for any related costs directly associated with such announcements made by [Company Partner].

3.3. Communication Channels

[Company Partner] permits BCU, at Centers and in other approved on-site locations, to solicit eligible [Company Partner] employees to participate in credit union products, services, and educational offerings. With [Company Partner’s] approval and provided lead time is reasonable as mutually determined by [Company Partner] and BCU, [Company Partner] will utilize internal print and electronic channels, including those available to employees during [Company Partner] open-enrollment periods, to communicate educational and informational topics, and raise employee awareness of BCU’s product and service opportunities.

In addition, when approved by [Company Partner], [Company Partner] will:

- a) Acknowledge BCU as the provider of the employee benefit contemplated by this Agreement by placement on the employer intranet site with a hyperlink to a credit union site to be provided by BCU;
- b) Permit credit union benefit introduction on-site at events with the intent of increasing membership and awareness and subsequent visits;
- c) Permit the promotion of credit union services at events with the intent of encouraging participation via electronic and print communication channels;
- d) Include BCU in events and communications focused primarily on promoting employee benefits and wellness programs; and
- e) Distribute BCU welcome materials to eligible new hires.

**4. BCU AND [COMPANY PARTNER] JOINT EFFORTS**

4.1. Periodic Reporting

[Company Partner] and BCU will determine metrics for measuring credit union penetration, growth, and success among [Company Partner’s] employees. These metrics will be aggregated and included in a periodically generated report created by BCU and may be provided as updated to [Company Partner].

4.2. Strategic Planning

Appropriate members of BCU and [Company Partner] will periodically meet to discuss ongoing initiatives between the parties to further the activities contemplated by this Agreement. Such initiatives include without limitation, BCU involvement in future [Company Partner] programs and other employee-focused undertakings, and future BCU offered products and services that may benefit [Company Partner’s] employees. Notwithstanding any other provision herein, the parties acknowledge that BCU is providing certain services and products for the benefit of the employees of [Company Partner] and neither BCU nor [Company Partner] is acting as an employee, agent, partner or joint venturer of the other party, or its affiliates, and shall not bind nor attempt to bind the other party hereto to any contract.

**5. INSURANCE**

**5.1 Required Coverage.**

During the term of this Agreement, BCU will obtain and maintain, at its sole cost and expense, the insurance in the types and minimum amounts outlined below or as required by applicable law, whichever is greater:

| Coverage Type  | Minimum Limits of Liability   |
|--|---|
| Commercial General Liability   | \$2,000,000 per occurrence provided, however, that the foregoing coverage limit may be satisfied through any combination of basic CGL coverage and commercial excess or umbrella liability insurance. |
| Fidelity Bond (Employee or Director Dishonesty)                                  | \$5,000,000 per occurrence  |
| Professional Liability (Management Liability and Employment Practices Liability) | \$5,000,000 aggregate (Management Liability)<br>\$2,000,000 aggregate (Employment Practices Liability)  |
| Cyber Liability  | \$1,000,000 per claim/occurrence<br>\$1,000,000 aggregate   |
| Workers’ Compensation  | In accordance with the laws of the country, state, or territory exercising jurisdiction over employees  |

**5.2 Insurance Authorizations.**

Subject to BCU’s right to self-insure coverage as set forth below, insurance shall be issued by insurance companies authorized to conduct business within the jurisdiction in which credit union products and services are provided, including all Centers authorized hereunder.

**5.3 Additional Insurance Requirements.**

In the event that any insurance required by this Agreement is written on a claims-made basis, such insurance will have a policy retroactive date that coincides with or predates the Effective Date. BCU will continue coverage, through either policy renewals or the purchase of an extended reporting period beginning at the time obligations under this Agreement are completed.



#### 5.4 Certificates of Insurance.

On or before the Effective Date, and upon [Company Partner's] request thereafter, BCU will provide certificate(s) of insurance providing evidence that BCU has complied with the insurance requirements set forth in this Agreement. BCU will give 30 days' prior written notice to [Company Partner] in accordance with Section 5.5 of this Agreement in the event of any cancellation of the insurance required hereunder.

#### 5.5 Notices.

In the case of loss or damage or other event involving [Company Partner] that requires notice or other action under the terms of any insurance coverage specified in this Section 5, BCU will be solely responsible to take such action. BCU will provide [Company Partner] with contemporaneous notice and with such other information as [Company Partner] may request regarding the event.

### 6. CONFIDENTIALITY

#### 6.1 Confidentiality Obligations.

During the term of this Agreement either party may disclose (the "Disclosing Party") or make available to the other party (the "Receiving Party"), whether orally, electronically or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products or services in connection with this Agreement (together, "Confidential Information"). Confidential Information includes, without limitation, business plans, acquisition plans, systems architecture, information systems, technology, data, facilities architecture and engineering designs, floor plans, processes, methods, operational procedures, finances, budgets, policies and procedures, customer, employee, provider, member information, claims information, vendor information (including agreements, software and products), product plans, projections, analyses, plans or results, the existence of any business dealings or agreements between [Company Partner] and BCU, and any other information which is normally and reasonably considered confidential. Confidential Information of BCU also includes, without limitation, all nonpublic personal information that relates to a financial institution, and for purposes of this Agreement, the terms "nonpublic personal information" and "financial institution" shall have the meanings set forth in Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof. Each party agrees that during the term of this Agreement and thereafter: (a) it will use Confidential Information belonging to the Disclosing Party solely for the purposes of this Agreement; (b) it will maintain appropriate technical and organizational measures against accidental or unlawful destruction, accidental loss, or alteration of Confidential Information belonging to the Disclosing Party as well as adequate protections against unauthorized access to or use of such Confidential Information; and (c) it will not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees, contractors and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party's written consent. If unauthorized access to Confidential Information or its information systems is suspected or detected, the Receiving Party shall take appropriate steps to contain or control the intrusion and shall notify Disclosing Party within 48 hours of learning of the incident. Upon request by the Disclosing Party, the Receiving Party will return or destroy all copies of any Confidential Information to the Disclosing Party.

## 6.2 Confidentiality Exclusions.

With the exception of personal information protected under any applicable law or regulation, Confidential Information will not include any information that the Receiving Party can establish by clear and convincing written evidence: (a) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (b) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party without disclosure restrictions; or (c) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party).

## 6.3 Required Disclosures.

These confidentiality obligations will not restrict any disclosure required by order of a court or any government agency, provided that the Receiving Party gives prompt written notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order.

## 6.4 Injunctive Relief.

The parties acknowledge and agree that the disclosure of Confidential Information may result in irreparable harm for which there is no adequate remedy at law. The parties therefore agree that the Disclosing Party may be entitled to seek an injunction in the event the Receiving Party violates or threatens to violate the provisions of this Section 6, and that no bond will be required.

## 6.5 GLBA.

BCU and [Company Partner] understand and acknowledge that the Gramm-Leach-Bliley Act ("GLBA") may apply depending on the information exchanged between the parties and that they will comply with applicable state and federal regulations for nonpublic personal information, as defined under the GLBA, or applicable state law, if applicable, during the performance of their obligations under this Agreement.

# 7. REPRESENTATIONS AND WARRANTIES

## 7.1 BCU Representations and Warranties.

BCU hereby represents and warrants to [Company Partner] as follows:

- a) BCU is duly incorporated, validly existing and in good standing under the laws of the State of Illinois and is qualified to do business in such other jurisdictions where the failure to be so qualified would have a materially adverse effect on BCU. BCU has all necessary power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly and validly executed and delivered by an authorized officer of BCU, and constitutes a legal, valid and binding obligation of BCU, and is enforceable against BCU in accordance with its terms, except as such enforceability may be limited by applicable laws.
- b) BCU represents and warrants to [Company Partner] that: (a) BCU has complied, and will continue to comply, in all material respects with all federal, state, local and other laws applicable to providing the credit union products and services contemplated by this Agreement; (b) BCU will comply with [Company Partner's] instructions and specifications concerning [Company Partner] facilities; and (c) BCU will provide all credit union products and services contemplated by this Agreement in a workmanlike, professional, and ethical

manner; and (d) BCU's performance of the services set forth herein will not conflict with any other agreements to which BCU is a party.

- c) Neither the execution and delivery by BCU of this Agreement, or any other instruments, documents and agreements contemplated or required hereby, nor the consummation of the transactions herein contemplated by BCU, nor compliance by BCU with the terms, conditions and provisions hereof, shall conflict with or result in a breach of any of the terms, conditions or provisions of BCU's charter or bylaws, or any law or any regulation, order, writ, injunction or decree of any governmental authority applicable to BCU.

## 7.2 [Company Partner] Representations and Warranties.

[Company Partner] hereby represents and warrants to BCU as follows:

- a) [Company Partner] is duly incorporated, validly existing and in good standing under the laws of its governing jurisdiction(s) and is qualified to do business in such other jurisdictions where the failure to be so qualified would have a materially adverse effect on [Company Partner]. [Company Partner] has all necessary power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly and validly executed and delivered by an authorized officer of [Company Partner], and constitutes a legal, valid and binding obligation of [Company Partner], and is enforceable against [Company Partner] in accordance with its terms, except as such enforceability may be limited by applicable laws.
- b) [Company Partner] has complied, and will continue to comply, in all material respects with all applicable federal, state, local or other applicable laws, orders, rules, regulations and codes in conducting its business operations.
- c) Neither the execution and delivery by [Company Partner] of this Agreement, or any other instruments, documents and agreements contemplated or required hereby, nor the consummation of the transactions herein contemplated by [Company Partner], nor compliance by [Company Partner] with the terms, conditions and provisions hereof, shall conflict with or result in a breach of any of the terms, conditions or provisions of [Company Partner's] charter or bylaws, or any law or any regulation, order, writ, injunction or decree of any governmental authority applicable to [Company Partner]. Further, [Company Partner] has the authority to provide the employee data files as contemplated by Section 3.1 and the provision of such data files shall not violate or conflict with any applicable laws, orders, rules, regulations or codes, or any internal policies of [Company Partner].

## 8. **LIABILITY; INDEMNIFICATION**

### 8.1 Limitation of Liability.

[COMPANY PARTNER] WILL NOT BE HELD RESPONSIBLE FOR ANY ACTIONS, TRANSACTIONS OR DAMAGES DONE BY OR ON BEHALF OF BCU OR ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES IN REGARD TO CREDIT UNION PRODUCTS OR SERVICES OF ANY NATURE OR KIND AS CONTEMPLATED BY THIS AGREEMENT. THE PARTIES HERETO HEREBY ACKNOWLEDGE AND AGREE THAT [COMPANY PARTNER] DOES NOT HAVE, AND WILL NOT HAVE, ANY KNOWLEDGE OR RESPONSIBILITY FOR, OR RIGHT OF ACCESS TO, ANY BCU MEMBERS' SAVINGS, LOANS, OR OTHER TRANSACTIONS WITH BCU OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS.



TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME) ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE. NOTWITHSTANDING THE FOREGOING SENTENCE, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT THAT DAMAGES ARE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR ANY CLAIMS OF DEATH OR PERSONAL INJURY RESULTING FROM A PARTY'S NEGLIGENCE.

## 8.2 Indemnification.

To the maximum extent permitted by applicable law, BCU will defend, indemnify and hold harmless [Company Partner], and its directors, officers, employees, and agents (collectively, the “[Company Partner] Indemnitees”), from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as “[Company Partner] Indemnatee Claims”), including attorneys’ fees incurred in responding to such [Company Partner] Indemnatee Claims, that the [Company Partner] Indemnitees may suffer or incur arising out of or in connection with: (a) BCU’s breach of any representations and warranties or covenants contained herein; (b) any allegation that the [Company Partner] Indemnitees’ use of any goods or services (including, without limitation, any computer code and work product) created for or provided to [Company Partner] by BCU in connection with this Agreement constitutes an infringement, contributory infringement or violation of any patent, copyright, trade secret, trademark, or other third party intellectual property right or a misappropriation of a trade secret or other personal rights of a third party; (c) any breach by BCU of its: (i) confidentiality obligations; (ii) obligations to comply with laws; or (iii) obligation to pay any compensation, fees, salary, bonuses, mandatory or fringe employee benefits, social security, taxes or other withholdings which are alleged to be owed in respect of any personnel or contractors of BCU; and (d) any personal injury (including death) or damage to property resulting from BCU, BCU personnel or its agents’ acts or omissions. The [Company Partner] Indemnitees will give prompt written notice of any Claim to BCU, and BCU will defend the [Company Partner] Indemnitees at the [Company Partner] Indemnitees’ request. BCU may settle, at its sole expense, any Claim for which BCU is responsible under this Section 8 provided that such settlement shall not limit, unduly interfere, or otherwise adversely affect the rights granted herein, BCU’s obligations under this Agreement, or impose any additional liability or obligation on [Company Partner] or does not contain an unconditional and full release of the [Company Partner] Indemnitees’ in respect of such Claim. [Company Partner] reserves the right to participate in the defense and/or settlement of any Claim.

To the maximum extent allowed by law and subject to BCU’s indemnification obligations, [Company Partner] will defend, indemnify and hold harmless BCU and its directors, officers, employees, and agents (collectively, the “BCU Indemnitees”), from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as “BCU Indemnatee Claims”), including attorneys’ fees incurred in responding to such BCU Indemnatee Claims, that the BCU Indemnitees may suffer or incur arising out of or in connection with: (a) [Company Partner’s] breach of any representations and warranties or covenants contained herein; (b) any allegation that the BCU Indemnitees’ use of [Company Partner] Materials, any goods or services (including, without limitation, any computer code and work product) created for or provided to BCU by [Company Partner] in connection with this Agreement

constitutes an infringement, contributory infringement or violation of any patent, copyright, trade secret, trademark, or other third party intellectual property right or a misappropriation of a trade secret or other personal rights of a third party; (c) any breach by [Company Partner] of its: (i) confidentiality obligations; (ii) obligations to comply with laws; or (iii) obligation to pay any compensation, fees, salary, bonuses, mandatory or fringe employee benefits, social security, taxes or other withholdings which are alleged to be owed in respect of any personnel or contractors of [Company Partner]; or (d) any personal injury (including death) or damage to property resulting from [Company Partner], [Company Partner] directors, officers, employees, and agents or its agents' acts or omissions. The BCU Indemnitees will give prompt written notice of any Claim to [Company Partner], and [Company Partner] will defend the BCU Indemnitees at the BCU Indemnitees' request. [Company Partner] may settle, at its sole expense, any Claim for which [Company Partner] is responsible under this Section 8 provided that such settlement shall not limit, unduly interfere, or otherwise adversely affect the rights granted herein, [Company Partner's] obligations under this Agreement, or impose any additional liability or obligation on BCU or does not contain an unconditional and full release of the BCU Indemnitees' in respect of such Claim. BCU reserves the right to participate in the defense and/or settlement of any Claim.

## 9. TERMINATION

This Agreement will be effective as of the Effective Date and will until December 31, [\_\_\_] (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive 1-year periods (each a "Renewal Term"). Either party may terminate this Agreement by giving 120 days written notice prior to the end of any Renewal Term to the other party.

If either party materially breaches any representation, warranty, or covenant in this Agreement or otherwise fails to perform a material obligation in the Agreement, the other party can send written notice of the breach providing a five (5) business day cure period. If the breach has not been cured within this five (5) business day period, the non-breaching party can immediately terminate this Agreement.

Upon expiration or termination of this Agreement each party shall, upon the request of the other: (a) return all papers, materials and properties of the other held by such party; (b) provide reasonable assistance in the termination of this Agreement, as may be necessary for the orderly, non-disrupted business continuation of each party; and (c) certify to the other party in writing that all Confidential Information of the requesting party has been returned or destroyed, as required under this Agreement. Upon the termination of this Agreement, BCU shall discontinue the operation, use, and occupancy of the Centers as set forth in each sublease.

[Company Partner] and BCU's respective obligations hereunder which by their nature would continue beyond the termination of this Agreement shall survive. This includes, by way of example but not limited to, the obligations provided under the Sections or Exhibits with the following headings: "CONFIDENTIALITY," "INDEMNIFICATION", "NOTICE", and any warranty by a party.

## 10. MISCELLANEOUS

### 10.1 Notices.

All notices and other communications hereunder shall be in writing and shall be sufficiently given if made by hand delivery, by registered or certified mail (postage prepaid and return receipt requested), or recognized courier service (e.g., FedEx or UPS) to the parties at the following addresses (or at such other address for a party as shall be specified by it by like notice):

If to BCU:

[Company Partner] Credit Union  
340 N. Milwaukee Ave  
Vernon Hills, IL 60061  
Attn: Legal Department

If to [Company Partner]:

[Company Partner]  
[Street Address]  
[Street Address]  
Attn: [Name/Department]

All such notices and other communications shall be deemed to have been duly given as follows: (i) when delivered by hand, if personally delivered; or (ii) when received, if delivered by registered mail, certified mail, or a recognized courier service. Any provision in this Agreement requiring specific authorization shall be satisfied and considered duly approved or authorized by delivering such approval or authorization by electronic means including email transmission.

#### 10.2 Amendment.

This Agreement may not be amended except by an instrument in writing approved by the parties to this Agreement and signed by each of the parties hereto.

#### 10.3 Relationship of the Parties.

BCU and [Company Partner] will be deemed to be independent contractors, and nothing in this Agreement will be construed as making BCU and [Company Partner] agents, employees, joint venturers or partners. No third-party beneficiary rights are created by this Agreement.

#### 10.5 Severability.

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties shall negotiate in good faith to modify this Agreement and to preserve each party's anticipated benefits under this Agreement.

#### 10.6 Entire Agreement; Governing Law; Assignment.

This Agreement and all other documents and instruments referred to herein: (i) constitute the entire agreement, and supersede all other prior agreements and undertakings, both written and oral, among the parties, with respect to the subject matter hereof; (ii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Illinois, without giving effect to the principles of conflict of laws thereof, and by the laws of the United States where applicable; and (iii) shall not be assigned by one party by operation of law or otherwise without the written consent of the other party; provided, however, that in the event that BCU is a party to a merger in which BCU is not the surviving entity, then BCU may assign this Agreement to the surviving entity without [Company Partner's] consent.

#### 10.7 Counterparts.

This Agreement may be executed in counterparts, each such counterpart shall be deemed to be an original instrument, all such counterparts together shall constitute one agreement, and electronic copy of this Agreement, including signatures shall be deemed to be an original.

[Signature Page Follows]

SAMPLE

IN WITNESS WHEREOF, BCU and [Company Partner] have executed this Partnership Agreement for Credit Union Services as of the Effective Date.

**[Company Partner]**

**Baxter Credit Union d/b/a BCU**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

SAMPLE