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~~Associate Master Membership Contract~~ ASSOCIATE MASTER MEMBERSHIP CONTRACT

Between
ALLOYA CORPORATE FEDERAL CREDIT UNION
AND

_____ (“Member”)

WHEREAS, Member and Alloya Corporate Federal Credit Union (“Alloya”) desire to enter into an Associate Master Membership Contract (“MMC”);

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Member and Alloya agree as follows:

I. General

1. **Purpose.** Membership in Alloya allows Member access to Alloya products and services through Product Operating Agreements (“POAs”).
2. **Eligibility.** As defined in Alloya's Bylaws, selected entities are eligible for membership in Alloya, subject to Alloya Board approval.
3. **Membership Type.** Alloya may establish from time to time requirements for product and service usage for different classes of membership. This can include, but is not limited to, the deposit of permanent capital.
4. **Authority to Enter into Written Agreement.** Member represents and warrants it has the power and authority to enter into this MMC and the execution and delivery of this MMC and Member corporate governance provisions have been complied with.

II. Relationship Between Master Membership Contract and Product Operating Agreements

1. **MMA Operating Agreement.** By signing this MMC, Member agrees to its terms and conditions as well as those contained in Alloya’s Master Membership Agreement (“MMA”).
2. **Purpose.** To streamline the process for establishing multiple agreements between Alloya and Member, as well as to ensure consistency of terms and reduced administration, Alloya and Member are entering into this MMC to establish a standardized set of terms and conditions under which Alloya may provide one or more products to Member. The MMC and MMA serve as templates of terms to apply to one or more POAs created between the parties.
3. **Product Operating Agreements.** Products and services, including borrowing arrangements, may be requested by Member pursuant to POAs. The terms and conditions of this MMC and the MMA apply to all POAs.
4. **Conflicts.** If the terms of the MMC or MMA conflict with terms of the POA(s), the terms of the POA(s) apply. Each POA is a separate binding contract. Upon execution of a POA by Member, a separate and binding agreement shall have been created incorporating the terms and conditions of: (a) the POAs, (b) the MMA, (c) this MMC.

5. **Amendments.** The MMA, this MMC, or POA(s) may be amended by Alloya at any time and timely notice of amendments shall be provided to Member. Any changes to the MMA, the MMC, or POA(s) will become effective sixty (60) days following publication.

III. Term and Termination

1. **Termination.** Member may terminate this MMC, the MMA, or any POA(s) without cause with sixty (60) days advance written notice, subject to any additional requirements in the MMC, MMA or POA(s) as applicable.
2. **Early Termination.** If Member terminates this MMC, the MMA, or any POA(s) requested under this MMC ~~without sixty (60) days advance notice~~, Member ~~may be liable shall pay to~~ Alloya ~~for~~ liquidated damages ~~as per the particular POA(s)~~.
3. **Liquidated Damages.** Liquidated damages are limited to prepaid fees which are not refundable.

IV. Pricing

1. **Agreement to Pay.** Member agrees to pay Alloya for services provided under applicable POAs.
2. **Pricing.** Pricing for products and services shall be at Alloya’s current pricing schedule or as agreed upon in a separate agreement.
3. **Pricing Changes.** Alloya may change pricing with sixty (60) days advance notice to Member.

V. Authorized Signers

1. **Authorization.** The following officers and employees of Member are each authorized on its behalf to give instructions under the MMC, MMA or POA(s) and to perform such acts as are reasonably necessary thereunder including but not limited to execution of the MMA and POAs, authorizing user authorities for transactions, authorizing transactions, establishing transaction limit thresholds and authorizing single verification of transactions (“Premier View Administrators”). Member’s Board of Directors fully delegates this authority to the following individuals:

<u>Name</u>	<u>Title</u>	<u>Email</u>

2. **Termination.** The authority granted shall remain in effect until terminated electronically by any Authorized Premier View Administrator or in writing by any Authorized Representative, or by Member’s Board Chair as specified in the “Notice” section of the MMA.

Accepted By:

ALLOYA CORPORATE
FEDERAL CREDIT UNION

MEMBER

By: _____
Signature

By: _____
Signature

Title: _____

Title: Chief Executive Officer

Date Effective: _____

Attest: _____
Signature

Title: _____

Date Effective: _____

CU FEIN#: _____