

2014 SAVE TO WIN® PARTICIPATION AGREEMENT

This Credit Union Save to Win® Participation Agreement (Agreement) is made and entered into as of the _____ day of _____, 20____, by and between _____ Credit Union (Credit Union), a _____ chartered credit union with its principal place of business located at _____ and CU Solutions Group, Inc. (CUSG), a subsidiary of the Michigan Credit Union League (MCUL), with its principal place of business located at 38695 West Seven Mile Road, Suite 200, Livonia, MI 48152 (each a “Party” and, together, the “Parties”).

RECITALS

WHEREAS, the Credit Union is a not-for-profit financial institution owned by its members; and

WHEREAS, CUSG is a wholly owned subsidiary of the MCUL that develops and offers fee-based solutions that help credit unions serve their members, grow their business and build financial strength; and

WHEREAS, CUSG, in collaboration with Doorways to Dream Fund, Inc. (D2D), has undertaken a project to offer an innovative savings product called “Save to Win®,” a prize-linked savings product designed for credit unions to promote savings to their memberships; and

WHEREAS, CUSG has agreed to promote and fund the Save to Win® program to and for its member credit unions; and

WHEREAS, under the Save to Win® program, for each \$25 deposited into a “Save to Win® Share Certificate Account,” a credit union member may qualify to receive one entry (up to 10 entries per member per month) into a drawing for a savings promotion raffle that offers an opportunity to win various monthly and grand prizes; and

WHEREAS, the Credit Union wishes to participate in this prized-linked savings program by offering the program to its membership;

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

- (1) **Credit Union Responsibilities.** The Credit Union agrees to the following responsibilities:
 - (a) **Proper Administration of Save to Win® Program.**
 - (i) Adhere to the Implementation Guide, listed as Exhibit A, attached hereto.
 - (ii) Adopt and offer a Share Certificate/Certificate of Deposit account, including base savings product, name, APY offered, prize drawing structure including participation in the monthly and grand prize drawings, and use of provided or credit union-generated marketing plan and materials, and administration of a participant survey for research and informational purposes.

- (iii) Require that the sole consideration for entries into the Save to Win® program will be the deposit of at least \$25.00 (twenty five dollars) into a Save to Win® Share Certificate account.
 - (iv) Solely to the extent of the Credit Union's involvement the conduct of any raffle, cause the grand prize raffle(s), as well as any monthly raffles, administered by CUSG under the Save to Win® program to be conducted so that each entry has an equal chance of winning.
 - (v) Inform each participating member that the credit union will disclose the social security number of the account holder to CUSG in a safe, secure, encrypted manner for the sole purpose of creating a unique identifier for each participant. All social security number data will be destroyed at the end of each drawing period and will not be kept by CUSG or transferred to any third party.
- (b) **Adherence to Save to Win® Official Rules.** To the extent applicable to the Credit Union, the Credit Union shall adhere to the Save to Win® Official Rules, as set forth in Exhibit B, attached hereto.
- (c) **Appointment of Credit Union Project Manager.** The Credit Union shall appoint a single person (Project Manager) who shall be authorized to represent the Credit Union in the Save to Win® program, and shall be the primary contact with CUSG. The Project Manager shall be an active and collaborative participant in Save to Win® program meetings, as required, including monthly and/or quarterly conference calls.
- (d) **Collection and Reporting of Data.** The Credit Union shall:
- (i) Submit entry data on the CUSG Save to Win® administrative database. Such data shall include: (a) name of entrant; (b) address of entrant; (c) social security number of each entrant and (d) monthly account balances of each entrant. This information must be posted to the Save to Win® database by the eighth (8th) day of each month in order to enable CUSG to administer the monthly and grand prize drawings. The members social security number is transmitted by the Credit Union via a secure data sharing process then is replaced with a new unique identifier by CUSG for raffle and reporting purposes. The social security number will be deleted from the file by CUSG as soon as it is securely encrypted and is not stored on any third party system or accessible by third party administrators.
 - (ii) Use or develop systems for the collection and reporting of data. The Credit Union commits to the timely and accurate execution and reporting of Save to Win® member data.
 - (iii) The Credit Union commits to the timely and accurate execution of research-related activities and agrees to share such data with CUSG and D2D (subject to consumer privacy protection) upon request by CUSG or D2D.
- (e) **Submission of IRS Form 1099 to Drawing Winners.** The Credit Union shall issue IRS Form 1099 to all Save to Win® prize drawing winners.
- (f) **Notification to Winners.** The Credit Union shall notify its members when a Credit Union entry is selected for any and all prize drawings.

- (g) **Fees.** Credit Union shall pay to CUSG the fees set forth in the attached fee schedule.
- (2) **CUSG Responsibilities.** CUSG agrees to provide the following services:
- (a) **Project Management.** CUSG shall provide the day-to-day project management for the Save to Win® program. Such day-to-day project management shall include maintaining and updating the administrative Save to Win® website, as well as the consumer-based Save to Win® website that is utilized for marketing purposes.
 - (b) **Marketing Services.** CUSG shall provide turn-key marketing materials for the Credit Union to print and provide to its membership.
 - (c) **Prize Administration.** CUSG shall provide prize administration for the Save to Win® program on behalf of the Credit Union. Such prize administration shall include conducting the monthly and grand prize drawings, as well as notifying the Credit Union whenever a Credit Union member entry is selected. Such prize administration shall not include the administration of any Credit Union-administered prizes.
 - (d) **Access to CUSG Database.** CUSG shall provide the Credit Union with access to the administrative web site for the purpose of obtaining information necessary to conduct optional Credit Union-initiated prize drawings.
 - (e) **Conduct of Raffles.** CUSG shall ensure that the grand prize raffle, as well as any monthly prize raffles under the Save to Win® program are conducted so that each entry has an equal chance of winning and comply in all respects with the Save to Win® Official Rules.
 - (f) **Creation of Official Rules.** CUSG shall provide the Credit Union with the Official Rules for the Save to Win® program prior to initial launch date or January 1 of each year.
 - (g) **Appointment of Project Manager.** CUSG shall appoint a single person (Project Manager) who shall be authorized to represent CUSG in the Save to Win® program, and shall be the primary contact for the Credit Unions.
 - (h) **Implementation Guide.** CUSG shall perform the duties set forth in the Implementation Guide (Exhibit A).
 - (i) **Compliance Responsibilities.** CUSG agrees that it shall be responsible for the compliance with the laws of the State of Michigan for all aspects of the Save to Win® program as conducted in that state. It shall review all program documents and contest rules to ensure their initial and continued compliance and enforceability, and shall inform Credit Union of any instances of non-compliance or potential nonenforceability it identifies.
- (3) **Prizes.** The Grand Prize Drawing will be held on or before January 31, 2015. Six (6) Grand Prizes will be selected from among all participants in the raffle. Accordingly, there will be Six (6) Grand Prize winners and there will not be Grand Prize winners selected from the members of each participating credit union. The winners will be notified via telephone, email, or standard U.S.P.S. mail. The Grand Prizes are non-transferable. All Monthly and Grand Prizes are cash prizes and shall be deposited in winner's traditional share account. Prizes may not be deposited in the member's Save to Win® Share Certificate Account. CUSG shall contribute a total sum for

all participating credit unions in the State of Michigan in the aggregate of prizes awarded throughout twelve months equal to one hundred thousand dollars (\$100,000).

- (a) Forty thousand dollars (\$40,000) will be contributed to monthly prize drawings as follows: Two thousand five hundred dollars (\$2,500) shall be awarded in the months of January, February, March and April with fifty (50) prizes of fifty dollars (\$50) each. Also, three thousand seven hundred and fifty dollars (\$3,750) will be awarded in the months of May, June, July, August, September, October, November and December with seventy five (75) prizes of fifty dollars (\$50) each. Drawing for Monthly Prizes will be conducted within fourteen (14) days of the conclusion of the previous month, for each valid entry.
 - (b) CUSG shall also contribute sixty thousand dollars (\$60,000) for the grand prizes. The grand prizes shall be awarded with six (6) prizes of ten thousand dollars (\$10,000) each, which shall be awarded to six (6) entries under the Save to Win® program.
- (4) **Term; Termination.** This one (1) year Agreement shall be effective as of the date hereof. This Agreement may be terminated by any Party at any time in the event that any other Party materially breaches this Agreement by giving written notice to the breaching Party; termination will be effective 30 days from receipt of notice unless the breach has been cured within such 30-day period. This Agreement may be terminated by the Credit Union at any time; termination shall be effective 30 days from receipt of notice. Upon termination by either party, the Credit Union's entrants will no longer be eligible for any Save to Win® prize drawings.
 - (5) **Participant Survey.** CUSG reserves the right to conduct a survey of members who have been entered into the Save to Win® administrative database. The Save to Win® program is part of an ongoing research project of the Michigan Credit Union League & Affiliates (MCUL) and Doorways to Dream Fund, Inc. (D2D), which includes the study of information about prize-linked savings programs and savings habits of consumers
 - (6) **Transfer of Information to D2D.** CUSG shall transfer monthly data files provided by the Credit Union to D2D via a secure data sharing process for the sole purpose of conducting research. Information that is transferred to D2D by CUSG in the monthly data files shall include all data fields, excluding members social security number, in order to analyze the impact of Save to Win on credit unions and their members. D2D will only publish data in the aggregate so no personally identifiable information will be publicized. Data that includes any personally identifiable information regarding any individual program participant, shall not be disclosed to any third party, unless an individual program participant has authorized disclosure of such information in writing to D2D and any third parties, and only to extent of such authorization.
 - (7) **Confidentiality.**
 - (a) **CUSG Responsibilities**
 - (i) Non-public financial information that is personally identifiable to a member of the Credit Union (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI," as well as Parts 716 and 748 of the National Credit Union Administration (NCUA) Rules and Regulations, and Part 682 of the Federal Trade Commission Rules (FTC)) shall be treated by CUSG as "Confidential Information." Confidential Information shall remain the property of the Credit Union and CUSG shall only use this information to carry out the terms of this Agreement.

- (ii) CUSG shall use the same degree of care to protect the Credit Union's Confidential Information as it uses to safeguard its own and shall establish procedural, physical and electronic safeguards to prevent the compromise or unauthorized disclosure of Confidential Information designed to comply with applicable regulations.
- (iii) As soon as reasonably practicable, CUSG agrees to notify the Credit Union if it discovers a security breach that has compromised the Credit Union's Confidential Information. CUSG shall report to Credit Union all necessary corrective action taken to respond to the intrusion.
- (iv) This Agreement shall in no way be construed to grant CUSG any right, license, or authorization to use Confidential Information except as permitted in this Agreement.
- (v) CUSG shall restrict access to Confidential Information to those employees and persons in the receiving party's organization with a need to know such Confidential Information in order to perform its obligations under this Agreement. Such employees and persons shall be under the same obligations to hold secret and confidential such Confidential Information. To the extent CUSG retains third party vendors to assist CUSG in performing its duties under this Agreement, it shall first require such vendor similarly to protect and restrict the use of Confidential Information.

(b) **Credit Union Responsibilities**

- (i) The Credit Union shall maintain the strictest level of confidentiality regarding the nonpublic personal information of the members and non-member consumers of every other participating credit union, and specifically agrees to implement appropriate measures designed to meet the objectives of the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI," as well as Parts 716 and 748 of the NCUA Rules and Regulations, and Part 682 of the Rules issued by the Federal Trade Commission.
 - (ii) The Credit Union agrees that it will not disclose or use any nonpublic personal information it obtains under the Save to Win® program to any third party other than to carry out the purposes for which the information is disclosed by any other credit union in the ordinary course of business pursuant to this Agreement.
 - (iii) The Credit Union agrees to implement policies and procedures designed to protect against unauthorized or unintentional disposal of consumer information in accordance with the provisions specified in Title V of the Gramm-Leach-Bliley Act, Parts 716 and 748 of the NCUA Rules and Regulations, and Part 682 of the Rules issued by the Federal Trade Commission, including any amendments.
- (c) For purposes of this section, Confidential Information, other than NPI, shall not include:
- (i) information that becomes available to the public through no wrongful action of CUSG,
 - (ii) is already in the possession of CUSG and not subject to an existing agreement of confidentiality between the parties,
 - (iii) is received from a third party without restriction and without breach of this Agreement; or
 - (iv) is disclosed pursuant to a requirement or request from a government agency.
- (d) The Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement and that a party seeking damages for such breach shall be entitled to

equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that a party has breached this Agreement, then that party shall be liable for, and shall pay to, the party seeking damages the reasonable legal fees incurred in connection with such litigation, including any appellate proceedings.

(8) **Indemnification.**

- (a) CUSG agrees to indemnify and hold harmless the Credit Union, its officers, directors, agents, and employees, from and against, and hold them harmless from any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), arising out of: (1) the failure of CUSG, its employees or agents, to comply with the terms and conditions of this Agreement, the Implementation Guide, or the Operating Rules; (2) actions or omissions of CUSG that result in violation(s) of any laws or regulations applicable to the Save to Win® program; or (3) the negligent acts or omissions of CUSG, or its respective employees, agents, or subcontractors in connection with this Agreement, including the operation and management of any event or activity incidental thereto.
- (b) The Credit Union agrees to indemnify and hold harmless CUSG, its officers, directors, agents and employees from and against and hold them harmless from any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), arising out of: (1) the failure of the Credit Union, its employees or agents, to comply with the terms and conditions of this Agreement, the Implementation Guide, or the Operating Rules; (2) misuse by the Credit Union of the CUSG Save to Win® program administrative database; (3) any conduct associated with Credit Union-administered prize drawings; (4) any actions or omissions that result in violation(s) of any credit union-related laws or regulations associated with the marketing of Share Certificates/Certificates of Deposit under the Save to Win® program; or (5) determination by a regulatory body that the Credit Union's participation in the Save to Win® program presents a safety and soundness issue for the Credit Union.

(9) **Expenses.** Each Party shall bear its own legal fees and other fees and expenses incurred in connection with the negotiation and execution of this Agreement.

(10) **Choice of Law.** This Agreement shall be construed in accordance with, and governed by, Michigan law, excluding laws that direct the application of another jurisdiction's laws. In such circumstance, the Parties agree that any suit, action, or proceeding arising out of or relating to this Agreement, or the interpretation, performance, or breach of this Agreement, shall be entered in any court of the State of Michigan located in Wayne County except that if a Credit Union initiates any suit, action, or proceeding arising out of or relating to this Agreement, or the interpretation, performance, or breach of this Agreement involving CUSG in any way, jurisdiction shall be in the state and federal courts having jurisdiction over the city of Livonia, Wayne County, Michigan. Each Party irrevocably submits to the jurisdiction of those courts and waives all objections to jurisdiction or venue that it may have under the laws of the State of Michigan or otherwise in those courts in any suit, action, or proceeding.

- (11) **Notices.** All notices hereunder shall be given to the appropriate party at its address indicated above, to the attention of its chief executive officer. Notices shall be given by U.S. Certified Mail, postage prepaid, return receipt requested, and shall be effective upon delivery. Any party may change the address to be used for notices by following the procedure described in this section.
- (12) **Survival.** This Agreement is binding on the Parties and their successors and permitted assignees. The provisions in Sections 8 and 9 herein shall survive termination or expiration of this Agreement.
- (13) **Assignment.** No Party shall assign any of its rights or obligations under this Agreement without the prior written approval of the other Parties.
- (14) **Severability.** In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, (i) the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby, (ii) said provision shall be modified by the court to the extent necessary to render it not illegal, invalid or unenforceable, and (iii) this Agreement shall continue in full force and effect as modified and shall be enforced to the fullest extent permitted by law.
- (15) **Entire Agreement; Amendment.** This Agreement, and the attached Exhibits, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreement, arrangement or understanding between the Parties or any of their affiliates or representatives relative to such subject matter. This Agreement cannot be amended except by an agreement in writing signed by both Parties.
- (16) **Captions.** Captions contained herein are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of any provision hereof.
- (17) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and accepted by facsimile or portable data file (PDF) signature and any such signature shall be of the same force and effect as an original signature.
- (18) **“PLS Method”; Ownership.** The parties each acknowledge that the PLS Method is owned by D2D and has been licensed nonexclusively to CUSG. The parties agree not to challenge the rights of D2D with respect to the PLS Method.
- (19) **Ownership of Service Mark Save to Win®.** The parties each acknowledge that the service mark Save to Win® (Mark) is owned by D2D and agree not to challenge the rights of D2D Fund, Inc. with respect to such service mark.
- (20) **Sublicensing of PLS Method and Service Mark Save to Win®.** Pursuant to the Intellectual Property Agreement between CUSG and D2D, CUSG hereby grants to Credit Union a non-exclusive sublicense in the PLS Method and the Mark. This sublicense shall end when this agreement expires or when CUSG’s related rights under its agreement with D2D terminate, whichever is earlier. This sublicense is also subject to the following terms and conditions:
 - (a) Any prize-linked savings program involving use of the PLS Method and/or the Mark shall be designed and implemented so as to target and attract participants who are low- and moderate-income (“LMI”) individuals. For purposes hereof, LMI individuals are individuals with annual household income at or below 80% of the Area Median Income, as defined by the U.S. Department of housing and Urban Development.

- (b) Credit Union agrees to invite D2D to have continued input on product design, marketing strategies, regulatory strategies, and other elements of the CUSG managed Save to Win® program.
- (c) Any prize-linked savings program involving use of the PLS Method and/or the Mark shall incorporate data collection and analysis activities to be conducted by CUSG and Credit Union adequate to assess the effectiveness of the program and identify potential improvements to more effectively reach program goals, including greater participation by low- and moderate-income individuals, and Credit Union shall undertake reasonable efforts to implement such improvements. Upon CUSG's request, Credit Union shall provide CUSG and D2D with such data and analysis. D2D shall be permitted to compile and further analyze such data, and to share such data and analysis in furtherance of its charitable educational purposes; provided, however, that in the event such data includes any personally identifiable information regarding any individual program participant, D2D shall not disclose such personally identifiable information to any third party, unless an individual program participant has authorized disclosure of such information in writing to D2D and any third parties, and only to the extent of such authorization.
- (d) Credit Union shall include in all printed and electronic prized-linked savings program materials using the PLS Method an acknowledgement that D2D, among other organizations, is a founder of the program. Every use of the Mark by Credit Union shall incorporate an "R" enclosed by a circle or the equivalent and, where commercially reasonable, shall indicate that the Mark is owned by D2D. Use of the PLS Method by Credit Union shall incorporate in an appropriate manner notice of a pending patent application or issued patent, and where commercially reasonable shall indicate ownership by D2D.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

_____ CREDIT UNION

CU SOLUTIONS GROUP, INCORPORATED

By: _____

By: _____

Printed Name:

Printed Name: J. Andrew Egan

Title: President/CEO

Title: EVP/COO CUSG, Incorporated