

TRELLANCE, INC.
MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is made September 20, 2021 (“Effective Date”) by and between Member Credit Union (“Credit Union”), and Trellance, Inc. (“Trellance”), located in Tampa, Florida.

Recitals

Credit Union is a credit union meeting the qualifications for membership within Trellance and desires to become a member to take advantage of Trellance membership benefits.

Trellance is a Florida corporation providing financial and data analytics products and services to its members.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Membership, Services, and Fees

1.1 Membership. Credit Union will become a member of Trellance as of the Effective Date. Credit Union acknowledges receipt of copies of the Trellance Articles of Incorporation and Bylaws (collectively, the “Governing Documents”) in effect as of the Effective Date of this Agreement. Credit Union will comply with and be bound by the terms of the Governing Documents, as modified from time to time in accordance with their terms. In accordance with the provisions of the Governing Documents, the officers and directors of Trellance will have management control over the activities of Trellance and may, from time to time, modify, add, or delete Trellance membership benefits upon thirty (30) days’ notice to Credit Union.

1.2 Services. Trellance will provide the services to Credit Union as detailed in one or more product/services agreements between Trellance and Credit Union.

1.3 Membership Fees. Trellance may charge membership enrollment fees, monthly fees, and other fees and expenses relating to Credit Union’s membership in Trellance. The current Trellance fee structure is set forth in the Membership Fee Addendum (the “Membership Fee Addendum”) attached as Exhibit A. Trellance may change the membership fee and fee structure (“Membership Fee Changes”) in its sole discretion. Except with respect to fees and expenses associated with provision of new services or benefits, Trellance will provide at least thirty (30) days’ prior notice before the Membership Fee Changes are effective. In the event the Credit Union does not approve of the Membership Fee Changes, Credit Union shall provide written notice of its objection to the Membership Fees Changes prior to the effective date of the Membership Fee Changes. In such event, this Membership Agreement and the associated product/services agreements shall remain in effect until the end of their then current term, at which time they shall all terminate.

2. Trellance Obligations

2.1 Trellance will (i) account for all of its financial transactions in accordance with generally accepted accounting principles (“GAAP”) and (ii) prepare quarterly financial statements and obtain an annual financial statement audit of its financial statements by a licensed certified public accountant in accordance with generally accepted auditing standards (GAAS).

2.2 Upon written request, Trellance will make Trellance’s books and records relating to this Agreement and any Credit Union records or other information in Trellance’s possession available for examination by the authorized representatives of the National Credit Union Administration (“NCUA”) and other state regulatory authority, solely to the extent required for Credit Union to comply with its regulatory obligations or for audit by Credit Union’s supervisory committee during Trellance’s regular business hours and at Credit Union’s expense.

2.3 Upon written request, Trellance will provide to Credit Union a copy of Trellance’s annual report, which discloses the financial position and results of Trellance’s operations.

3. Confidentiality

3.1 Except as otherwise authorized by this Agreement, each party agrees to hold information provided to it by the other party as secret and confidential, whether in the form of reports, plans, customer lists, or documents, including, but not limited to, drawings, writings, samples, know-how, marketing strategies, business operations and business systems, non-public financial information, the terms of any other agreements to which Trellance is a party, or other proprietary material ("Confidential Information"). Confidential Information provided from one party to the other will remain the property of the disclosing party.

3.2 The parties agree to use Confidential Information only to perform their respective obligations under this Agreement and in accordance with applicable law. Trellance may disclose Confidential Information to other third parties, if necessary, for the performance of this Agreement. Third parties having access to Credit Union's Confidential Information may also disclose Credit Union's Confidential Information to Trellance as reasonably necessary to enable Trellance to perform under this Agreement, to provide other services, or to defend against any claim brought against Trellance or Credit Union relating to this Agreement or any services or benefits provided to Credit Union under this Agreement.

3.3 Each party will use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information but in no event less than a reasonable standard of care. Each party will implement appropriate technical and organizational measures intended to prevent the compromise or unauthorized disclosure of Confidential Information.

3.4 Confidential Information does not include information that (i) is or becomes available to the public through no wrongful action of the receiving party, (ii) is already in the possession of the receiving party and not subject to an existing agreement of confidentiality between the parties, (iii) is received from a third party with no obligation of confidentiality owed to the Disclosing Party, or (iv) is independently developed by the receiving party without access to or use of the other Party's Confidential Information (as evidenced by the receiving party's records).

3.5 The receiving party may disclose Confidential Information pursuant to an order from a court or government agency, on the condition that, unless prohibited by law or governmental order, the receiving party provides written notice to the disclosing party to allow the disclosing party an opportunity to contest the release of the Confidential Information.

3.6 This Agreement will in no way be construed to grant any right, license, or authorization to either party to use the other party's Confidential Information except as permitted in this Agreement, and all Confidential Information is provided as-is and without warranty. Each party will restrict access to the other party's Confidential Information to receiving party's employees with a need to know the Confidential Information to perform its obligations under this Agreement. The receiving party's employees will be under the same obligations to hold the Confidential Information in confidence.

3.7 Upon the termination of this Agreement, the receiving party will securely destroy or, at the disclosing party's request and expense, return all Confidential Information belonging to the disclosing party. Any Confidential Information that cannot be reasonably returned or destroyed will remain protected by the confidentiality provisions of this Agreement until return or destruction is possible. Upon request, the receiving party will certify compliance with the requirements of this subsection 3.6. The obligations of the parties under this Section 3 will survive the termination of this Agreement.

3.8 If the Receiving Party discloses or uses, or threatens to disclose or use, any Confidential Information of the Disclosing Party in breach of this Section 3, the Disclosing Party will have the right, in addition to any other remedies available at law, to seek injunctive relief to enjoin those acts without the requirement to post a bond or other security, with it being specifically acknowledged by the parties that any other available remedies are inadequate.

4. Limitation of Liability

In no event will Trellance be liable for any special, exemplary, indirect, incidental, or consequential damages, including lost profits arising out of this Agreement. Trellance's liability for actual damages arising out of this Agreement will be limited to the amounts actually paid by Credit Union under this Agreement during the twelve (12) months immediately preceding when the claim first arose.

5. Termination of Agreement

This Agreement shall automatically terminate without further notice on January 31 of any year following a calendar year in which Credit Union does not meet the minimum membership requirements set forth on the Membership Fee Addendum. Trellance may terminate this Agreement upon written notice to Credit Union if Credit Union is in default of any of its other obligations under this Agreement, including the failure to pay any fees or expenses due, and fails to cure within thirty (30) days following notice from Trellance. Notwithstanding termination of this Agreement pursuant to this Section 5, all products/services agreements shall remain in effect in accordance with their specific terms and conditions. Credit Union may terminate this Agreement only if there are no product/services agreements in effect as of the date of termination of this Agreement. All unpaid fees and expenses billed to Credit Union will become immediately due and payable upon termination of this Agreement. Sections 3, 5, and 6 will survive the termination of this Agreement.

6. Miscellaneous Provisions.

6.1 Assignment. Credit Union may not transfer or assign its rights under this Agreement without the prior written consent of Trellance.

6.2 Governing Law; Venue. The laws of the State of Florida will govern this Agreement, and venue for any action under this Agreement shall exclusively reside in a court of competent jurisdiction in Hillsborough County, Florida. The parties will submit any dispute arising under this Agreement to mediation, as administered under the commercial rules of the American Arbitration Association or other mediation group mutually agreed to by the parties, to attempt to resolve the dispute. Each party will be responsible for its own costs and attorneys' fees, if any, incurred during the mediation. If mediation under this Section 6.2 does not result in a full settlement of the dispute, then the matter that is disputed may be submitted for judicial resolution, **provided however, that each of Credit Union and Trellance waives all right to a jury trial**. Nothing in this Section 6.2 will prohibit either party from seeking injunctive relief or other equitable relief in any court of competent jurisdiction.

6.3 No Waiver. Neither party will, by the mere lapse of time, without giving notice or taking other action, be considered to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

6.4 Authority. Each party, and each person signing on behalf of a party, represents and warrants that they have the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. This Agreement will not be construed more strongly against either party regardless of who is more responsible for its preparation.

6.5 Order of Priority. If there is a conflict between a part of this Agreement and (i) any present or future law or regulation or (ii) the Bylaws, the portion of this Agreement that is affected will be curtailed only to the extent necessary to bring it within the requirements of the law, regulation, or Bylaw, as applicable.

6.6 Notices. All notices, including invoices, given in connection with this Agreement will be in writing and will be effective upon actual receipt. Notices may be given via facsimile but must also be delivered by overnight courier or U.S. Mail. Notices will be delivered to the appropriate party at its address set forth in this Agreement.

6.7 Entire Agreement. This Agreement and exhibits attached hereto constitute the entire agreement between Trellance and Credit Union. Except as otherwise provided herein, Trellance may modify this

Agreement from time to time and will provide Credit Union thirty (30) days' advance written notice of any modification.

6.8 Payment Authorizations. Credit Union will provide Trellance with annual W-9 and any other documents reasonably required by Trellance as a condition precedent to payment by Trellance of the patronage dividend for the year in question.

6.9 Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by binding arbitration in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association (AAA). Any arbitration shall be conducted in Hillsborough County, Florida. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties agree that the statutes of limitation and repose of the laws of the State of Florida, including Florida Statute § 95.011, shall apply to all arbitration proceedings arising out of or relating to this Agreement such that all claims, which would have been barred, waived, limited, or restricted by such laws if filed with the judiciary, shall also be forever barred from claims under any arbitration proceeding. Failure to institute an arbitration proceeding within the periods required for filing a claim or initiating a suit under such laws shall constitute an absolute bar (and a waiver thereof) to making a claim under this Agreement and to instituting any such arbitration proceeding respecting such controversy or claim. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

6.10 Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. The prevailing party in any action or legal proceeding shall be entitled to reasonable costs and attorneys' fees.

Exhibit A

TRELLANCE, INC. MEMBERSHIP FEE ADDENDUM

Membership Fee. To become and remain a member of Trellance, Credit Union must purchase a minimum of \$1,000.00 of Trellance product(s) and/or service(s) each calendar year.