



**Financial Inclusion Data Analytics Platform Enrollment Form
and
Service and Confidentiality Agreement**

Part A: Platform Enrollment Form and Contact Person(s)

Inclusiv will offer access to the Financial Inclusion Data Analytics Platform, herein referred to as "FIDAP." This platform will allow for the downloading and uploading of data templates, and generation of reports based upon the data analysis performed. Inclusiv requires one individual person as the Primary Contact for this system, to whom all inquiries related to system administration will be directed.

1. Update/New Primary Contact:

_____ I would like to update/provide my Primary Contact for FIDAP.

First Name: _____

Last Name: _____

Email Address: _____

2. Optional Additional Consultant(s):

Any and all information contemplated in this Form and the below Agreement, may only be released to external consultants if the Credit Union indicates the name and email address of the consultant below, and any such consultant shall be subject to all terms of this Agreement. The Credit Union does not need to list any such external consultant here if not applicable.

First Name: _____

Last Name: _____

Email Address: _____



Part B: Service and Confidentiality Agreement

THIS SERVICE AND CONFIDENTIALITY AGREEMENT, made and entered into on _____ (hereinafter the "Effective Date") by and between _____ (the "Credit Union") having an address for purposes of this Agreement at _____ and Inclusiv, having an address for purposes of this Agreement at 39 Broadway, Suite 2140, New York NY 10006 (each a "Party").

The Parties enter into this Agreement as a result of the Credit Union's interest in participating in the FIDAP platform. To this end, the Credit Union is engaging Inclusiv, which employs approved methodologies to analyze characteristics of Credit Union loan. Given that the Credit Union has the responsibility of protecting the confidential information of its members regarding their loans and income, Inclusiv's methodologies are designed to use data that cannot be easily linked to a specific individual Credit Union member (each a "Member") and therefore does not require the use of any Personally Identifying Information (or "PII") beyond Member addresses that are required for geocoding purposes.

Nevertheless, and to the extent that any data provided by the Credit Union is subject to confidentiality and privacy regulations, the Parties agree that at all times each will individually and jointly treat as Confidential all Member Information, as defined below and including but not limited to Members' PII, as required under and in compliance with all applicable federal, state, and local laws and regulations, including but not limited to those specifically identified in this Agreement.

Further, the Parties agree to the following terms:

1. Inclusiv will maintain the secrecy of Member Information (as defined below) furnished to it by the Credit Union by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Member Information as Inclusiv uses to protect its own confidential proprietary information of a similar nature.
2. Member Information includes records, trade secrets, knowledge, data or other proprietary or confidential information relating to products, processes, know-how, designs, developmental or experimental work, computer programs, computer artwork, databases, other original works or authorship, customer lists, business plans, marketing plans and strategies, transaction identifications, financial information or other subject matter pertaining to any business the Credit Union or any of the Credit Union's members, consultants or licensees, whether- communicated in writing or orally, and is marked as "confidential" or "proprietary" or "secret" at the time of disclosure, or is unmarked (including orally disclosed information), but is treated as confidential at the time of disclosure. Confidential Information (unless otherwise required by the GLB Act) does not include information that (a) is generally known or available by publication, commercial use or otherwise through no fault of Inclusiv, (b) is known by Inclusiv at the time of disclosure and is not subject to restriction, (c) is lawfully obtained from a third party who has the right to make such disclosure, or (d) is released for publication by the Credit Union in writing.
3. Inclusiv agrees to implement and maintain appropriate administrative, technical, and physical measures designed to meet the objectives of the Gramm-Leach-Bliley (GLB) Act, and the regulations promulgated thereunder, and all other applicable federal, state, and local laws and regulations, including using commercially reasonable efforts to (a) ensure the security and confidentiality of Member Information (b) protect against threats or hazards to the security, confidentiality or integrity of Member Information.
4. If Inclusiv is required by its work for the Credit Union to receive Member Information, Inclusiv agrees that



it shall at all times treat such information with the highest degree of privacy and that it shall maintain full compliance with the GLB Act and all other applicable federal, state, and local laws.

5. Inclusiv will not disclose or permit the disclosure of the Member Information to any person, except to the Credit Union's officers, directors, employees, attorneys or accountants, but only on a need-to-know basis. Inclusiv shall notify the Credit Union of unauthorized disclosures of Member Information within a reasonable time of discovery of such unauthorized disclosure and Inclusiv shall notify the Credit Union of any reports made by Inclusiv to legal authorities regarding such unauthorized disclosure of Member Information.
6. Inclusiv understands and agrees that the Credit Union is providing Member Information to Inclusiv in reliance on Inclusiv's Agreement contained in this Agreement.
7. The Credit Union acknowledges and agrees that Inclusiv may use and/or share general findings, trends, summaries and conclusions based on the Member Information, in an aggregated and anonymized manner that does not identify any specific individual Member Information in furtherance of Inclusiv's mission ("Permitted Uses"). Permitted Uses may include, but are not limited to, creating publications that showcase the impact that Credit Unions affiliated with Inclusiv are making in their communities along with insights on Credit Union lending as well as developing applications for grant funding that will support programs and services that benefit Inclusiv, our member Credit Unions, and the wider Credit Union industry.
8. Inclusiv shall notify the Credit Union of unauthorized disclosures of Member Information as soon as possible and no later than 36 hours after the discovery of such unauthorized disclosure.
9. Inclusiv shall maintain the Member Information for no longer than is necessary for Inclusiv to support the Credit Union's work under this Agreement, and shall at all times comply applicable laws, regulations, and guidelines, and with Inclusiv's own data protection policies and procedures, which may be made available to the Credit Union upon request.
10. Miscellaneous
 - i. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement may not be amended or waived except by an instrument in writing signed by Inclusiv and the Credit Union.
 - ii. By signing this Agreement, the Parties agree to all terms and conditions set forth herein.
 - iii. Neither Inclusiv nor the Credit Union may assign any of its rights or be relieved of any of its obligations hereunder without the prior written consent of the other Party (and any purported assignment without such consent will be null and void).
 - iv. This Agreement sets forth the entire understanding of the Parties hereto as to the matters covered hereby. This Agreement shall supersede shall prior understandings and proposals, whether written or oral, between Inclusiv and the Credit Union.
 - v. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. Each of the Parties hereto hereby waives, to the fullest extent permitted by applicable law, any right to trial by jury with respect to any action or proceeding arising out of or relating to this Agreement.

[Signatures on Following Page]



Agreed to by the undersigned authorized officers or representative of each of the Parties.

INCLUSIV, INC.
39 Broadway, Suite 2140
New York, NY 10006

CREDIT UNION: _____

ADDRESS: _____

BY

Name: _____
Title: _____
Date: _____

BY

Name: _____
Title: _____
Date: _____