

**CONFIDENTIALITY  
AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ ("Credit Union") and CU Alliance, LLC ("CUA") and relates to CU Alliance, LLC CUSO Equity Investment documents.

**Preliminary Statements**

WHEREAS, CUA may disclosure certain materials and information relating to documents in connection to Credit Union's desire to further investigate opportunities in pursuing ownership investment in the CUA Credit Union Service Organization; and

WHEREAS, CUA may be providing Credit Union access to non-public information from CUA in connection to descriptions, regulations, policies and financial information;

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration received and to be received, the sufficiency of which is hereby expressly acknowledged, and intending to be legally bound hereby, CUA and Credit Union hereby agree as follows:

**Agreement**

Credit Union acknowledges that it may receive from CUA certain corporate information, such as descriptions, regulations, policies and financial information that is not generally known to the public pertaining to CUA in connection with the aforementioned Equity Investment Opportunity.

Credit Union represents, warrants, and agrees that any use by Credit Union of CUA Confidential Information Credit Union may have access by virtue of review will be limited to use necessary to examine Equity Investment Opportunity and not for any other purpose and Credit Union will not use or disclose any CUA Confidential Information to any other party(ies).

Credit Union further represents, warrants and agrees that in connection with any CUA information it receives that it has in place and will maintain all information safeguards necessary.

Credit Union agrees to promptly notify CUA in the event of any breach of this Agreement, or any other breach or violation of security or detection of any suspicious activity as it pertains to the CUA Confidential Information and to fully cooperate with CUA in remedying any such breach.

Upon completion of all of Credit Union's obligations under this agreement, Credit Union shall destroy all CUA Confidential Information in its possession if: (i) CUA and Credit Union will not be pursuing any subsequent arrangement with each other, or (ii) any subsequent arrangement between the parties does not require the CUA Confidential Information. Such destruction shall be by shredding or other permanent, final and secure means and shall be certified by an officer of Credit Union. Until such time as Credit Union certifies to CUA that it has performed such destruction, CUA Confidential Information and Credit Union Information will be maintained at all times in confidence and in compliance with this agreement.

All of the foregoing shall pertain to Credit Union's employees, servants, agents, contractors and consultants and any other parties used by Credit Union in Credit Union's performance under the agreement and Credit Union will take all steps that are reasonably necessary to insure that all of those

to whom the CUA Confidential Information is revealed keep the information confidential, protected and safeguarded in compliance with this Agreement.

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of any such provision in any jurisdiction.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year first above written.

CREDIT UNION

By: \_\_\_\_\_  
Credit Union Authorized Signature

CU ALLIANCE, LLC

By: \_\_\_\_\_  
Adrian Dominguez, President/CEO