



MEMBERSHIP AGREEMENT

Agreement

This Agreement is made between the Online Lending Policy Institute, Inc., a District of Columbia nonprofit corporation (“Institute”), and
 (“Member”), for mutual consideration, the receipt and adequacy of which are acknowledged by the parties, who agree:

1. **Membership.** The Member desires to support the Institute’s purpose and missions by associating the Member’s name and logo with the Institute activity (“Activity”) described in Attachment A and by remitting a Membership fee to the Institute. The Member’s involvement with the Activity will be limited in scope, consistent with Institute’s nonprofit status and federal tax exemption requirements. The Institute’s acceptance of the Membership payment does not suggest or convey the Institute’s approval, endorsement, certification, acceptance, or referral of any product or service of the Member. No written or oral statements or materials developed or intended for use in connection with the Member’s support for the Institute’s Activity will be used without the advance review and written approval of the Institute. The Institute will provide appropriate and grateful acknowledgement and recognition of the Member’s support, consistent with applicable provisions of the Internal Revenue Code and Internal Revenue Service regulations; the nature and extent of that acknowledgement and recognition are also described in Attachment A.
2. **Limited Mutual Licensing of Intellectual Property.** The Institute and the Member each provides to the other a limited nonexclusive license to use each other’s name, logo, and other pertinent trademarks, service marks,



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- copyrights, or other intellectual property as specifically described in Attachment A and in connection with the Activity only. No other uses of the Institute's or the Member's intellectual property are permitted or authorized.
3. **Membership Fee.** The amount of the membership fee to be paid by the Member to the Institute is described in Attachment A.
 4. **Mutual Protection of Confidential Information.** Should the Institute or the Member come into possession of trade secret or confidential information of the other in connection with the Activity, each will avoid disclosure of that trade secret or confidential information using the equivalent methods and means that each would use to protect its own trade secret or confidential information; each will use its best efforts to avoid disclosure of the trade secret or confidential information by officers, directors, employees, volunteers, agents, or consultants without the written approval of the other party that owns the trade secret or confidential information. This provision will survive any cancellation or expiration of this Agreement.
 5. **Mutual Indemnification.** The Institute and the Member each agrees to indemnify and hold harmless the other, as well as the other's officers, directors, employees, agents, and consultants, from any and all claims, losses, damages, liabilities, judgements, or settlements, including reasonable attorneys' fees, costs, and other expenses, incurred on account of the indemnifying party's willful or negligent acts or omissions in connection with the Activity. The parties shall not be considered to have a partnership, agency, or joint venture relationship. These provisions will survive any cancellation or expiration of this Agreement.



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6. **Governing Law.** This Agreement, the rights and obligations under this Agreement, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the District of Columbia, excluding its choice of law rules.

7. **Entire Agreement.** This Agreement contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior oral or written agreement with respect to such matters.

8. **Mutual Right of Cancellation.** Either the Institute or the Member may cancel its participation in the Activity upon (90) ninety days' advance written notice to the other. In that case, no further use may be made of the other's intellectual property or of any statements or materials of the other developed or intended for use in connection with the Activity without written approval. Any portion of the Membership Fee that has already been billed to the Member will not be refunded except for good cause, as determined by the Institute.

By: _____
Date: _____

By: _____
Date: _____



Attachment A

Activity. The Institute is dedicated to producing actionable ideas to ensure the responsible growth of online lending through thought leadership and fostering a meaningful dialogue between policy makers, industry experts, and academics. It does this through high-quality research, organizing and hosting conferences, collaborative projects, and other substantive projects.

Acknowledgement and Recognition. The Institute will display the member's logo on its website and certain other promotional materials. The Institute may also reference the member in press releases and reports (with the member's permission).

Intellectual Property. With its prior approval, the Institute will allow members in good standing to use the Institute's logo, reports, and all other creative property created through the Institute (including recordings of lectures, keynotes, and panels), with proper attribution to the Institute.

Membership Fee. The Membership Fee will vary depending on membership class and employee population. The current Membership Fee is \$25,000. The Institute may revise the fee from time to time upon notice to the Member. The Membership Fee is an annual fee and will automatically renew on the anniversary of this Agreement, unless otherwise agreed-to by the parties in writing at least 30 days prior to that date.