

**FCCU FOUNDATION, INC.**  
**Membership Agreement – Terms and Conditions**

**RECITALS**

WHEREAS, the Foundation is a not-for-profit corporation, the purposes of which is: to provide philanthropic support exclusively for charitable, religious, educational and scientific purposes to organizations within the Florida Big Bend or South Georgia area, including the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

WHEREAS, the Foundation is open to all organizations and individuals that want to provide philanthropic support to the Florida Big Bend or South Georgia area.

WHEREAS, the undersigned hereby agrees to become a Member of Foundation at the membership category shown below, and be subject to the rights and obligations of members set forth in the Foundation's Bylaws and in this Agreement.

NOW, THEREFORE, THE FOUNDATION AND THE MEMBER AGREE AS FOLLOWS:

1. Membership. There shall be one (1) class of membership (Individual at \$15.00 fee – 1 - Year Membership) ("**Membership Category**") in the Foundation: (1) Individual Member. Rights and obligations of members are set forth in the Foundation's Bylaws to which the Member hereby agrees.

2. Term and Termination.

2.1 Term. This Agreement becomes effective and shall be dated on the date upon which it is last signed by the Parties or the \$15 minimum contribution is received (the "**Effective Date**") and will continue upon payment of the annual membership dues or otherwise upon termination herein.

2.2 Termination. The Membership of any Member shall terminate in accordance with any termination event set forth in the Foundation's Bylaws, upon the Membership Conditions no longer being met, upon non-payment of the renewal membership fee or upon the Member resigning such Member's Membership. Upon termination of membership, this Membership Agreement shall terminate.

3. Rights and Obligations.

3.1 Intellectual Property Policy. All Intellectual Property of the Foundation belongs to the Foundation and no Member shall have any individual right to such Property unless otherwise specified in the Foundation's Bylaws.

3.2 Other Policies. The Member agrees to abide by the other Foundation policies as may be adopted or amended from time to time by the Foundation upon reasonable notice and in accordance with the Foundation's Bylaws. If the Member does not wish to abide by any policy adopted or amended by the Foundation, the Member may resign such membership prior to the effective date of the policy or amendment of policy.

3.3 Fees, Dues. To retain Membership in the Foundation, Member agrees to pay the renewal fees established for its Membership Category, if any, as set forth in the Approved Membership Category above, as the Foundation may amend from time to time. Membership in the Foundation will terminate upon non-payment of any renewal fees. For any Member with a prior relationship with the Foundation, acceptance of any Membership Agreement will be conditioned upon payment in full of any pre-existing obligations due to the Foundation by the applicant on or before the date of the agreement.

3.4 Benefits. Member will be eligible to join First Commerce Credit Union upon receipt by the Foundation of the \$15 membership fee.

#### 4. Miscellaneous Provisions.

4.1 Authority to Execute. Member hereby represents and warrants to the Foundation that Member has the full right, power and authority to enter into and execute this Agreement.

4.2 Entire Agreement. This Agreement, the Exhibits attached hereto, and the documents referred to herein, constitute the entire agreement between the Parties, and supersede all prior agreements, understandings and negotiations, with respect to the subject matter hereof.

4.3 Amendment. The Foundation may from time to time modify the terms of this Agreement in accordance with the Bylaws.

4.4 Assignment. Neither this Agreement nor any rights hereof, in whole or in part, are assignable by Member without the prior written consent of the Foundation, except upon a change of control or a sale of all or substantially all assets involving Member, or by operation of law.

4.5 Relationship of Parties. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties. Nothing in this Agreement shall be construed to prohibit or restrain the entry by any Member into any separate contract or agreement with other Members or third parties on any terms.

4.6 Governing Law. This agreement shall be governed by the laws of the state of Florida without regard to its conflicts of laws principles.