

CSO Family of Companies

Agreement for Credit Union Debt Protection Programs

This Agreement is entered into and is effective July 1, 2021
between:

**Central States Health & Life Co. of Omaha
(herein called "CSO")
P.O. Box 641668
Omaha, Nebraska 68164-7668
and**

(herein called "Credit Union")

WHEREAS, CSO is in the business of providing consultation and services relating to the administration of debt protection programs including providing insurance for the programs; and

WHEREAS, Credit Union and CSO have jointly developed a debt protection program for Credit Union to offer its Borrowers; and

WHEREAS, each party warrants to the other they have the authority to undertake the responsibilities and obligations of this Agreement:

NOW THEREFORE, Credit Union and CSO in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration which is hereby acknowledged, agree to the following:

- 1. THE DEBT PROTECTION PROGRAM:** The parties have developed and agreed to a debt protection program or programs with the terms, conditions, duties and responsibilities of each program to be as detailed in Program Addenda attached to and made a part of this Agreement, (hereinafter the "DPP"). The DPP or elements thereof may be amended from time to time by agreement of the parties. [As part of the DPP, the parties have agreed to a Marketing Allowance under the use and control of Credit Union exclusively and Contingent Commission Agreement the terms of which are set forth in the attached Program Addendum C and Program Addendum B.](#)
- 2. DEFINITIONS:** For purposes of this Agreement and all attachments, the following definitions apply:
 - Administration Manual** means procedures and guidelines agreed to by the parties relating to the DPP which shall be reviewed periodically and amended as necessary by mutual agreement of the parties and by which all parties agree to abide.
 - Borrower** means a natural person who is a member of the Credit Union and who enters into a loan with Credit Union. That person may be a primary Borrower or a co-Borrower.
 - Nonpublic Confidential Information** (herein called "NCI") means proprietary information or materials which are, for a party to this Agreement not generally known or available to the public including but not limited to:
 - (a) the terms, conditions, forms, pricing, marketing strategies, plans, objectives, and financial results of the DPP, as well as operating processes and procedures, and technical developments related to or constituting the DPP; and
 - (b) any personal information of a Borrower furnished to or obtained by any party in the performance of their duties and responsibilities under this Agreement including but not limited to the following: application information, medical information, account information, names, addresses and telephone numbers, consumer report information, and the mere fact that an individual is or was a member of Credit Union [\[or an insured of CSO\] delete if no credit insurance;](#) information that relates to, or derives from, any transaction between the parties and any Borrower; or a list, description or other grouping of Borrowers and any list of Borrowers covered under the DPP.
 - Security Incident** means any unauthorized access, use or disclosure of or breach in the security of NCI which may have occurred or been attempted.

- 3. EXCLUSIVITY AND TERM:** This Agreement shall be effective as of the specified effective date executed by the parties and shall continue until terminated under Section 13 of this Agreement. During the Term of the Agreement Credit Union shall not offer a similar or competing DPP to Borrowers without the prior written agreement of CSO. This Agreement shall be effective as of the specified effective date executed by the parties and shall continue for 3 years from that date (the "Initial Term"). Thereafter the Agreement shall renew annually for one-year renewal periods, unless terminated under Section 13 of this Agreement. During the Initial Term and any subsequent renewal term, Credit Union shall not offer a similar or competing DPP to Borrowers without the prior written agreement of CSO.
- 4. INDEMNIFICATION:** Other than as specifically provided for in a Program Addendum, each party to this Agreement along with its affiliates, employees, officers and agents shall indemnify, defend and hold harmless the other parties, their affiliates, employees, officers and agents from and against any and all liabilities, obligations, claims, causes of action, regulatory proceedings and investigations, debts, demands, damages (including, without limitation, punitive, special, incidental, indirect or consequential damages), losses, penalties, fines, costs and expenses (including without limitation, attorney's fees, court costs, settlement costs and costs of investigation), whether absolute or contingent, known or unknown (collectively, "Damages"), that the non-responsible party may incur, directly or indirectly, to the extent arising from, or based upon, a misconduct, misrepresentation, error, negligent act or omission, intentional or bad faith act or omission, any breach of this Agreement, or any other unauthorized act or omission under this Agreement attributable to the responsible party. This indemnification includes, but is not limited to, any breach of any representation regarding use of DPP, manner in which it is sold, advertised and/ or marketed by Credit Union and any other breach of implicit or explicit covenant including the explicit agreement not to alter or modify any materials without the prior written consent of each party. The determination whether an act, error or omission is attributable to a party shall be based upon the obligations assumed and the relative rights provided under this Agreement and the laws applicable to each party in relation to the DPP.

Credit Union acknowledges that compliance with all laws applicable to Credit Union relating to the DPP and the solicitation of the DPP to its members shall remain the responsibility of Credit Union and not the responsibility of CSO. It is understood that all services and materials provided to Credit Union by CSO, hereunder or in connection herewith shall be provided for the purposes of administrative assistance only and it shall be the duty of Credit Union to conduct its own independent review to determine accuracy, completeness and legality prior to use in its programs.

5. PROTECTION OF NONPUBLIC CONFIDENTIAL INFORMATION:

- (a) Use of NCI. The parties, their respective officers and employees shall use NCI solely in providing services within the scope of their contractual obligations under this Agreement and shall not use any such information for their own purposes except as expressly authorized in this Agreement or as may later be authorized in writing after the date of this Agreement.
- (b) Prohibition on sharing NCI.
- (1) Except as permitted in this Section 5, no party shall directly or indirectly disclose to others any NCI. The parties may permit their employees and officers to have access to NCI only on a need-to-know basis to permit that party to perform its contractual obligations hereunder. The parties shall use appropriate safeguards to prevent unauthorized uses or disclosures and to assure the confidentiality of NCI, including without limitation, informing their employees or officers of the obligation to maintain the strict confidentiality of the information as required under this Agreement.
- (2) NCI may be disclosed by any party:
- (i) to the extent a consumer has requested their NCI be utilized for purposes of providing other services;
- (ii) as reasonably necessary to auditors, accountants, and counsel, who are under an obligation to maintain the confidentiality of the NCI;
- (iii) to respond to government regulatory authorities having jurisdiction over the party for examination, compliance, or other purposes as authorized or required by law; and
- (iv) to comply with a properly authorized civil, criminal or regulatory investigation or subpoena or summons issued by a federal, state, or local authority, and respond to judicial process. However, any such disclosure of another party's NCI may be made only after giving that party prior notice of the potential disclosure and a reasonable opportunity to intervene to apply for such legal protection as may be available with respect to the confidentiality of the NCI. If a protective order or other remedy is not obtained, or that party waives compliance with the provisions of this subsection, the party who received the investigation request, subpoena or summons agrees to disclose only that portion of the other party's NCI that is advised to be legally required by written opinion of counsel.
- (c) Securing NCI. Each party shall maintain adequate administrative, technical and physical safeguards to ensure the security and confidentiality of NCI it receives, to protect against any anticipated threats or hazards to the security or

integrity of such information and to protect against any unauthorized access to or use of such information. As applicable, the parties shall maintain and continue to maintain commercially reasonable physical, electronic and procedural safeguards to protect the security, confidentiality and integrity of the NCI of another party.

- (d) Reporting of Unauthorized Access, User Disclosure or Breach of Security. Any Security Incident of another party's NCI shall be reported to that party by the party by or through which the Security Incident occurred. The party that suffers a Security Incident shall, at its own expense, take action promptly to investigate the Security Incident, to identify and mitigate the effects of any Security Incident and to implement reasonable and appropriate measures in response to such Security Incident, including but not limited to, immediate remedial action designed to prevent future such occurrences. Upon any Security Incident, the parties will cooperate to implement a response program including providing any required disclosures or notice to third parties.
- (e) Indemnification. The parties agree to indemnify and hold the other parties, their directors, officers, and employees, direct and indirect subsidiaries and their directors, officers and employees, harmless from any damages, loss, cost or liability (including court costs and reasonable attorneys' fees and the cost of enforcing this indemnity provision) arising out of or resulting from a Security Incident occurring by or through that party.
- (f) The provisions of this Section 5 shall continue after the termination of this Agreement and for as long as a party has possession or access to another party's NCI.

6. LEGAL ACTIONS:

- (a) Each party shall inform the other parties of any notices received from any governmental authority describing actual or alleged violations or any lawsuit or threat of a lawsuit arising out of or related to the DPP. The parties shall work together to provide information and coordinate responses to such legal actions.
- (b) If any legal or regulatory action is brought against a party or against parties jointly by reason of any alleged act, fault or failure of one party for its activities (the Accused Party), the other parties may, in their discretion, require the Accused Party to defend such action on its behalf. The Accused Party shall engage qualified attorneys-at-law for such defense and shall be chargeable for any amount which may be recovered against the other party or parties (by judgment, settlement or otherwise) plus costs and attorneys' fees, provided that those party's damages, costs and attorney's fees were caused by the action, fault or failure of the Accused Party.

7. USE OF NAME / LOGO and DPP MATERIAL: Each party acknowledges the importance to the other parties of their reputation and goodwill with the public and their regulators and of the need to maintain high uniform standards of quality as may be set by each party from time to time in the use of that party's name, logo and the content of any material, written or verbal, used to promote the DPP to the Borrowers. It is agreed CSO may use Credit Union's name in materials used in administration of the DPP. Credit Union shall provide CSO copies of all written material used to promote the DPP to the Borrowers. Further, Credit Union shall obtain approval from CSO for the use of the CSO name or logo.

8. RIGHT OF INSPECTION: Each party shall have the right at their own expense and during normal business hours to inspect, copy and audit all the books and records related to transactions hereunder at any office of any other party.

9. INDEBTEDNESS: Each party may offset against any funds due and owing by the other party. If any party disagrees with an offset taken by the other party, the aggrieved party shall notify the other party in writing of the disagreement, within sixty (60) days of the disputed offset, unless a different time period is mutually agreed upon by the parties.

10. WAIVER: Failure by any party to insist upon strict compliance with any condition, duty, responsibility or performance obligation as to any other party shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure to comply with the same or another condition, duty, responsibility or performance obligation.

11. INDEPENDENT CONTRACTOR: The relationship between the parties to this Agreement is that of independent contractor and not employer-employee, master-servant or principal-agent.

12. ASSIGNMENT: No party may assign its rights under this Agreement without prior written consent of the other party. The other party shall not be bound in any way by any assignment in violation of this Section 12.

13. TERMINATION:

- (a) The parties may terminate this Agreement and/or any of the Addenda at any time by mutual consent of all parties.
- (b) Any party may terminate this Agreement and/or any of the Addenda at any time, for any reason or for no reason, upon written notice provided to the other parties 120 days prior to the ending of the Initial Term or any subsequent term.
- (c) Any party may terminate this Agreement immediately if any other party:

- (1) misappropriates funds;
 - (2) files for reorganization, makes any assignment of its property for the benefit of creditors, consents to the appointment of any receiver or trustee, or becomes insolvent; or
 - (3) breaches any provision of this Agreement, including but not limited to the failure to remit any monies due as required, and fails to cure the breach within thirty (30) days after receiving written notice of breach.
- (d) This Agreement and all Addenda shall automatically terminate when all obligations of the parties under the Entire Contract terminate.

14. COMMUNICATIONS: All parties approve of and agree to accept information, data and other relevant materials regarding the matters under the terms of this Agreement via direct mailings, use of electronic mediums (facsimile, email), and other commercially acceptable means of communication.

15. ENTIRE CONTRACT AND SEVERABILITY: This Agreement, its Addenda, Exhibits and any endorsements or amendments associated with, or attached hereto, contains the entire exclusive Agreement between the parties, and may not be modified, altered or severed from other documents for the DPP except in writing signed by an authorized officer of each party. This Agreement supersedes any prior agreement(s) or understandings between the parties that cover the DPP. No oral promises or representations shall be binding.

16. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. If any provision is held void, inoperative or unlawful, the remainder of the contract shall continue in full force and effect.

17. IN WITNESS WHEREOF, each of the parties hereto acting by and through their duly authorized corporate officers, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby agree to the terms of this Agreement for Credit Union Debt Protection Programs [the Credit Insurance Program set forth in Program Addendum A](#), [the Contingent Commission set forth in Program Addendum B](#), and [the Marketing Allowance set forth in Program Addendum C](#); and by their signature hereto agree that [Program Addendum A](#), [Program Addendum B](#), [Program Addendum C](#), and all [Exhibits appended thereto](#) are made a part of this Agreement for Credit Union Debt Protection Programs.

[CU Name] Credit Union

Central States Health & Life Co. of Omaha

By: _____

By: _____

Name: _____

Name: T. Edward Kizer

Title: _____

Title: President

Date: _____

Date: _____