



THE CARDLINX ASSOCIATION Member Agreement

This Agreement is by and between:

- NAME: _____ (“Applicant”), and
- The CardLinX Associations (“Association”)

The purpose of the Association is to increase interoperability, eliminate friction, and promote the growth of the card-linked offers industry. Membership in the Association is generally open to any entity supportive of its purposes as defined in the Bylaws, that has executed the Member Agreement, and paid the appropriate fees. The Bylaws of the Association are available on the internet at www.cardlinx.org.

I. SCOPE AND PURPOSE

Applicant agrees to become a member of the Association. By the signature of its authorized representative below, the undersigned Applicant agrees to be bound by the terms of this Agreement, as well as the terms and conditions stated in the Bylaws, Antitrust Policy and Intellectual Property Rights Policy of the CardLinX Association, any amendments thereto, and the terms of any policies and/or procedures that are adopted by the Board of Directors of the Association pursuant to the Bylaws (collectively, “Organizational Documents”) as may apply to Applicant’s membership classification as defined in the Bylaws and subject to the attached Member Agreement Addendum, if applicable. Copies of the Organizational Documents have been provided to Applicant and are available for review at www.cardlinx.org.

II. AGREEMENT TERMS

Member elects the following Member Classification:

- Board Member \$35,000 per year membership fee
- Associate Member \$15,000 per year membership fee
- Junior Contributor \$5,000 per year membership fee

No Member Agreement is binding on the CardLinX Association until the Association receives the annual membership fee. Applicant agrees that once paid, all membership fees are nonrefundable for any reason, including termination of membership.

The initial membership term (“Initial Term”) shall be for one year following the execution date of this agreement. After the Initial Term, the term of membership shall be annual. The Association will invoice the current renewal fee to Applicant ninety (90) days prior to the anniversary date of Applicant’s membership. Applicant’s payment of the full membership fee shall constitute a renewal of membership. Failure to make a timely renewal payment shall be cause for suspension and termination of membership and member benefits in accordance with the relevant provisions of the Bylaws.

Applicant hereby agrees to participate in good faith with other Members and in support of Association’s purposes. Applicant further agrees that it shall not load the participation of any committee or subcommittee where such loading obstructs or has the potential to obstruct the purpose of the Corporation or the progress or purpose of that committee or subcommittee. “Supportive of Association’s Purposes” means that the Member is supportive of the Association’s efforts to execute its mission.

Applicant hereby agrees that Association may include Applicant’s name and logo in any listing of the members of the Association published on the Association’s website or in the Association’s printed materials. Applicant may specify in writing to the Association the form of Applicant’s logo to be used in such listings. This Agreement does not provide the Association with any other rights to the use of Applicant’s logo or any rights to the use of any other intellectual property of Applicant.

This Agreement is entered into for the benefit of Applicant and the Association and not for the benefit of any third party. Similarly, Applicant agrees that it will not assert rights under any agreement between the Association and any other Member unless such agreement provides by its express terms that Applicant is an intended beneficiary of that agreement. Notwithstanding any contrary provision in this Agreement, the Applicant hereby acknowledges and agrees that each member of the Association has a right under this Agreement, independent of any similar rights of the Association, to enforce against Applicant, Applicant’s obligations and agreements pursuant to the Association Intellectual Property Rights Policy.

All notices required hereunder or under the Organizational Documents shall be in writing and sent to Applicant’s representative designated below at the address set forth below, or to such addresses as such representative may later specify by written notice to the Chief Executive Officer of the Association. If Applicant does not timely update its contact information, then Applicant waives any right to receive a notice that is sent to the wrong person or address provided such notice is sent to the address on record provided by Applicant’s representative.

NAME OF APPLICANT’S REPRESENTATIVE
DESIGNATED TO RECEIVE NOTICES: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE NUMBER: _____

Any claim or dispute arising under or relating to this Member Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws.

SIGNATURE PAGE

Member Agreement

COMPANY NAME: _____

DATE: _____

CONTACT TITLE/NAME: _____

COMPANY ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

(Please include Country Code where appropriate)

EMAIL ADDRESS: _____ WEB PAGE URL: _____

SIGNATURE: _____ DATE: _____

NAME/TITLE: _____

*Payments may be made by check or wire transfer payable to the order of "The Cardlinx Association"

Please briefly describe the services or products sold or provided by your Company
