

A. Either party may terminate this agreement upon 120 days' notice to the other party.

B. Either party may terminate this agreement upon a material breach of its terms, including those contained in any Shared Branching Agreements or the Xtend Shared Branching Policies and Procedures Manual, which breach has not been cured within 30 days after notice.

C. Following notice of termination and up to the date of termination, the parties agree to abide by the terms of any Shared Branching Agreements and the Xtend Shared Branching Policies and Procedures Manual.

4. Xtend Shared Branching Policies and Procedures. The parties acknowledge receipt of the Xtend Shared Branching Policies and Procedures Manual and agree to conduct their services and operations as part of Xtend CU Shared Branch (CUSB) Network in conformance with those policies and procedures. The Xtend Shared Branching Policies and Procedures Manual shall be incorporated into and shall constitute part of this agreement.

5. Marketing. Credit Union shall reasonably cooperate in good faith with Xtend and other participating credit unions in the marketing, advertising, promotions, and other activities which have been or will be developed for the purpose of encouraging credit union members to use the services available through shared branching operations, including but not limited to publication and distribution of marketing materials to its members in printed or electronic form, use of visual or graphic displays and advertisements, and other similar activities.

6. Compliance. Credit Union is solely responsible for ensuring that its participation in the Xtend CU Shared Branch (CUSB) Network and its operations, transactions and services conducted with other participating credit union or any members are in compliance with all statutory, regulatory, contractual, or other legal requirements, duties and obligations. Xtend is not responsible in any way for such compliance and does not warrant that the provisions of the Xtend Shared Branching Policies and Procedures Manual comply with all statutory, regulatory, contractual, or other legal requirements, duties and obligations which may apply to credit unions.

7. Status of Parties. The parties to this agreement are not acting as agents, joint venturers, partners, affiliates or any other comparable legal status with each other or with any other participating credit unions by entering into this agreement or by participating in the Xtend CU Shared Branch (CUSB) Network. The relationship between the parties and any other participants in the Xtend CU Shared Branch (CUSB) Network is derived from and defined solely by in this agreement.

8. Use of Trade Names, Trademarks, and Logos. Each party grants a non-exclusive limited license to the other party to use its trade name, trademarks, and logo for the sole purpose of advertising or marketing its participation in the Xtend CU Shared Branch Network and the services provided under any Shared Branch Agreements with participating credit unions. Except for the limited license granted in this paragraph, neither party is purchasing or acquiring any right, title, or interest in any trade names, trademarks, service marks or logos that are currently or

shall not be construed as waiving such terms and conditions which shall continue and remain in full force and effect.

14. Binding Effect. This agreement is binding upon any successors, assigns, related or affiliated entities which participate in the Xtend CU Shared Branch Network.

15. Amendment. This agreement may be amended only in writing and with the mutual consent of the parties.

16. Entire Agreement. This agreement reflects the entire agreement between the parties and all prior negotiations, understandings and agreements are merged into it and shall have no effect.

Xtend, Inc.

Dated: _____

By: _____
Scott Collins
Its President

XYZ Federal Credit Union

Dated: _____

By: _____
Authorized Person
Its _____