XTEND SHARED BRANCHING AGREEMENT

THIS AGREEMENT is made between _____ Credit Union, and Xtend, Inc., a Michigan corporation located at 6000 28th Street Grand Rapids, MI 49546.

RECITALS

XYZ Federal Credit Union wishes to provide its members with access to financial services at locations other than its facilities so as to improve service delivery and member services, and to provide members of other credit unions with access to financial services at its facilities.

Xtend, Inc. is a Credit Union Service Organization (CUSO), engaged in developing and delivering services which assist credit unions in providing services to their members, and wishes to establish and standardize procedures and policies through which credit unions can offer shared branch operations which allow members of a credit union to perform transactions and receive other services at the branch facilities of other credit unions.

TERMS AND CONDITIONS

1. <u>Definitions</u>.

A. "<u>Participating Credit Union</u>" means a credit union which has executed this Shared Branching Agreement.

B. "<u>Shared Branching Agreement</u>" means the agreement executed by participating credit unions which provides that credit union members may perform transactions and receive other services through the credit unions which have signed the agreement.

C. "<u>Xtend CU Shared Branch (CUSB) Network</u>" means the informal organization composed of the participating credit unions that have signed Shared Branching Agreements and Xtend, Inc.

D. "<u>Xtend Shared Branching Policies and Procedures Manual</u>" means the document attached as Schedule A to this agreement, together with any updates, supplements and other related materials which may be provided from time to time.

2. <u>Effective Date</u>. The effective date of this agreement is the latest date upon which a party has signed the agreement.

3. <u>Term</u>. This agreement shall commence on the effective date and remain in effect until terminated by the parties as provided in this section.

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. <u>Xtend Shared Branching Policies and Procedures</u>. 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. <u>Marketing</u>. 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. <u>Compliance</u>. 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. <u>Status of Parties.</u> 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. <u>Use of Trade Names, Trademarks, and Logos</u>. 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

may be in the future used or protected by one of the parties. Neither party shall use the marks or logo of the other party in a manner which gives the impression that the owner of the mark is the other party or a franchisee, branch or affiliate of the other party. Upon 30 days' written notice, a party who is using the name, logo or other mark of the other party shall cease its use as directed. Each party warrants that it has the legal right and ownership of its trade names, trademarks and logos, and shall indemnify and hold harmless the other party against any liability, losses, damages, and expenses, including reasonable attorneys' fees, which may arise out of any claim that use of the parties' trade name, trademarks or logos violates or infringes upon the legal rights of a third party.

9. <u>Indemnification</u>. Xtend shall not be responsible for any transactions performed or services provided by a participating credit union pursuant to any Shared Branch Agreements. Participating credit unions shall indemnify Xtend for any liability, losses, damages, fines, penalties, and expenses including reasonable attorneys' fees, which may arise out of claims by any third party relating to transactions performed or services provided as part of the Xtend CU Shared Branch Network. In no event shall Xtend have any liability for any consequential, special, punitive or indirect loss or damages that the participating credit union or any third party may incur or suffer in connection with this agreement or any shared branch agreements.

10. <u>Notices</u>. Any notices required by this agreement shall be sent to the parties at the following addresses, by first class mail or comparable commercial delivery services. Notices sent by e-mail or fax are not effective unless the parties sign a separate written agreement authorizing the giving and receipt of notices by electronic means.

Credit Union
<Street>
<City, State Zip>

Xtend, Inc. 6000 – 28th St. Grand Rapids, MI 49546

11. <u>Arbitration</u>. In the event that any dispute or claim cannot be resolved through the informal negotiation, any disputes or claims arising upon or related to this agreement shall be resolved by binding arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction pursuant to applicable law. Unless otherwise agreed, the arbitration shall be conducted according to the rules and procedures of the American Arbitration Association.

12. <u>Assignment</u>. The rights and obligations of each party under this agreement may not be assigned or transferred to any other person without the written consent of the other party.

13. <u>Waiver</u>. The failure of either party to insist on the performance of any of the terms and conditions of this agreement or the waiver of any breach of such terms and conditions

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

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

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

16. <u>Entire Agreement</u>. 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
