

**MEMBER MARKETING AGREEMENT**

THIS MEMBER MARKETING AGREEMENT ("Agreement") is made as of the _____ day of _____, 20____, between Corporate Central Credit Union ("Corporate Central") and _____ Credit Union ("Referred Entity"). Corporate Central and Referred Entity may herein be referenced individually as a "Party" and collectively as the "Parties". Iowa Student Loan Liquidity Corporation d/b/a ISL Education Lending ("ISL") is a third party beneficiary of this Agreement and is entitled to enforce all terms related hereto pertaining or relating to ISL.

WHEREAS, Corporate Central has entered into a Referral Program Agreement with ISL (hereinafter, "the ISL Agreement") concerning the In-School Programs and the Refinance Loan Programs (hereinafter, the "Loan Program(s)") in which Corporate Central agreed to market the Program to its natural person credit union members pursuant to the ISL Agreement; and

WHEREAS, Referred Entity wishes to work with Corporate Central and cooperate in the marketing of the Loan Programs to its natural person members; and

WHEREAS, Credit Union and Corporate Central wish to grant to Iowa Student Loan Liquidity Corporation (hereinafter, "ISL") certain rights as a third-party beneficiary under this Agreement in connection with the marketing of the Program by Credit Union to its natural person members;

NOW, THEREFORE, for and in consideration of the mutual undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Corporate Central and Credit Union hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement shall have the meaning set forth below or elsewhere herein. All definitions will apply both to their singular or plural forms, as the context may require. "**Days**" means calendar days, unless otherwise specified. All references to "**Section**" are to Sections of this Agreement, unless otherwise specified. "**Agreement**" collectively means this Agreement and any and all exhibits hereto (which are hereby incorporated into this Agreement), and all valid amendments to this Agreement. Headings are intended only for reference purposes.

(a) "**Affiliate**" means, with respect to any specified Person and the Parties hereto, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, the term "control" (including, with correlative meanings, "controlling", "controlled by", and "under common control with") means the power to direct or cause the direction of the management and policies of such Person.

(b) "**Disclosing Party**" means a Party disclosing or providing its Proprietary Information to the Receiving Party or ISL.

(c) "**Intellectual Property Rights**" means any right or interest, whether actual or asserted, in one or more copyrights, copyright registrations and applications, patent rights (including but not limited to issued or granted patents and patent applications) trademarks, trademark registrations and applications, trade names, trade name registrations and applications, domain names and domain name applications, registered and unregistered design rights, rights of priority, confidential processes and information, trade secrets, know how, inventions, inventors notes, drawings and designs, all on-line or electronic documentation, HTML, files, images, graphics, sound, video, icons, texts, programming, embedded code,

computer code (both source and object), technical information necessary to frame a Website or to redirect users to another Website, including all rights in any of the foregoing, by whatever names those various rights may be known anywhere in the world, and all other rights of a like nature.

(d) **“ISL Service Marks”** means all registrations, trade names, trademarks, trade styles, trade dress, designs, logos, service marks and other related identifying marks licensed to or owned by ISL and used in connection with this Agreement, and includes any replacement, substitute, or successor registrations, trade names, trademarks, trade styles, trade dress, designs, logos, service marks and other related identifying marks.

(e) **“Losses”** means any and all demands, claims, actions or causes of action, assessments, damages, liabilities, interest, penalties, costs and expenses (including reasonable attorneys’ fees and court costs) incurred in connection with any action, suit, proceeding, claim, appeal, demand, assessment or judgment, and any action seeking indemnification pursuant to this Agreement, and any appeals thereon, imposed upon or incurred by any Person entitled to be indemnified under this Agreement.

(f) **“Person”** means a natural person, a partnership, a corporation, a limited liability company, a joint stock company, a business trust or other entity or association.

(g) **“Proprietary Information”** means confidential information that a Party provides or receives pursuant to this Agreement that is: (i) a trade secret of the Disclosing Party; or (ii) is information which provides the Disclosing Party with a competitive business advantage, and if disclosed by the Receiving Party might cause competitive harm or otherwise adversely impact the interests of the Disclosing Party, including without limitation, any of the same relating to or owned by any Affiliate of the Disclosing Party. Proprietary Information shall not include any ideas and information that were:

Publicly known (including having fallen into public domain) at the time of Disclosing Party’s communication thereof to Receiving Party, or becomes publicly known (or falls into public domain) through no breach of this Agreement by Receiving Party subsequent to the time of Disclosing Party’s communication thereof to Receiving Party;

Lawfully or already in Receiving Party’s possession at or prior to the time of disclosure and free of any obligation of confidentiality at the time of Disclosing Party’s communication thereof;

Independently developed by Receiving Party or caused without reference to or reliance upon any of Disclosing Party’s Proprietary Information; or

Previously or rightfully obtained by Receiving Party from a third party having the authorization to make such disclosure, and without any restriction, binder or requirement of confidentiality upon such disclosure.

(h) **“Receiving Party”** means a Party receiving Proprietary Information that is disclosed or provided by the Disclosing Party or ISL.

(i) **“Referral Materials”** means all promotional materials developed and provided by ISL and used by the Parties for use when marketing and promoting the Loan Programs as described herein, including, without limitation, any: websites, hyperlinks and web text; email copies; printed materials; brochures; telemarketing scripts; fliers; and mail inserts.

(j) **“Referred Entity”** means [_____ Credit Union], a participating entity subject to this Agreement, being a credit union and partner of Corporate Central, and receiving the Referral Materials and promoting the Loan Programs to its members pursuant to this Agreement.

(k) **“Referred Loans”** means any loans made pursuant the Loan Programs for referred customers who are members of the Referred Entity as part of the Referral Program, usually identified via the designated URLs provided by ISL to the Referred Entities.

(l) **“Loan Program(s)”** means (a.) the in-school loan programs called “Private Advance Education Loan Program” and “College Family Loan Program” (collectively, the “In-School Loan Programs”); (b.) the refinance loan programs called “Reset Refinance Loan Program”, “Reset Refinance Loan Program for In-School Borrowers”, “Reset Refinance Loan Program for Medical Residents” and “Reset Refinance Loan for Medical and Dental Professionals” (collectively, the “Refinance Loan Programs”); and (c.) other in-school or refinance loan programs that may be added from time to time. Each Loan Program may be referred to herein individually by its specific name hereunder. Loans made under any of the Loan Programs are Private Education Loans as defined in 12 CFR § 226.46(b)(5), which includes refinance or consolidation payoff loans.

2. Obligations of Referred Entity. Referred Entity agrees to the following:

(a) Referred Entity consents to, and agrees to cooperate with ISL and Corporate Central in the marketing of the Loan Program(s) pursuant to which Loans will be made by ISL to Referred Entity’s customers and/or members;

(b) Referred Entity agrees that (i) all marketing material relating to the Loan Program(s) (including, without limitation, portions of responses to Requests for Proposals or the like that refer to the Loan Program(s); Website content and email communication that refers to the Loan Program(s); and consumer-facing materials that refer to the Loan Program(s)) must receive the prior written approval of ISL before such Referral Materials is used, and Referred Entity will additionally provide ISL with copies of the final versions of all such materials for its records; (ii) it will not attempt to offer Loan Program(s) with any terms (whether interest rates, fees, or other terms) that differ from those approved by ISL to its other borrowers; (iii) it will not offer or market the Loan Program(s) to the borrowers at any particular school (or any campus, branch, or particular graduate or professional program that is part of such school) unless such school is approved by ISL for participation in the Loan Program;

(c) Referred Entity agrees that ISL is a third-party beneficiary of this Agreement between Corporate Central and Referred Entity, and Referred Entity hereby grants to ISL the authority to enforce against it the third-party beneficiary rights accorded ISL under this Agreement; and

(d) Referred Entity shall use its commercially reasonable efforts to develop an active market for, and to market, the Loan Program(s) to its natural person members.

(e) Referred Entity agrees to notify ISL in the event it receives any direct third party complaint(s) relating to ISL products.

3. Obligations of Corporate Central. Corporate Central agrees to the following:

(a) Corporate Central agrees to cooperate with ISL and Referred Entity in the joint marketing activities contemplated by this Agreement;

(b) Corporate Central agrees that ISL is a third-party beneficiary of this Agreement between Corporate Central and Referred Entity, and Corporate Central hereby grants to ISL the authority to enforce against it the third-party beneficiary rights accorded ISL under this Agreement; and

(c) Corporate Central will make available, as needed, such Referral Materials and assistance as it determines to be reasonably necessary to provide qualified current and prospective borrowers with the opportunity of obtaining service under the Loan Program, if appropriate.

4. Use of Marks in Referral Materials. All Referral Materials of any kind used under this Agreement, in whatever medium, whether written, recorded or in digital form, created by a Party or by ISL will be subject to the prior written approval of the other Party and, with respect to usage of the ISL Service Marks as set forth on Exhibit A to this Agreement, of ISL and shall be prepared in accordance with the following:

(a) Referred Entities shall use any and all Referral Materials provided or received hereunder solely for the purpose of marketing the Loan Programs as directed by Corporate Central and ISL.

(b) Referred Entities shall not print or otherwise reproduce or use any Referral Materials until ISL has provided the final versions and written approval for use. Referral Materials shall be used exactly as provided and placed in accessible and visible locations, whether in digital or physical forms.

(c) ISL shall be the sole and exclusive owner of all designs, graphic layouts and materials developed for the Referral Materials and the Loan Programs. ISL shall maintain records of all Referral Materials and will ensure such materials conform to the requirements of applicable laws.

5. Reputation. Each Party is aware and hereby acknowledges the importance of the goodwill and good reputation of the other Party and of ISL in the education loan and other communities in which each Party has an interest. Each Party hereby undertakes to take no action in connection with this Agreement that reasonably may be anticipated to reflect badly on the other Party or on ISL or otherwise to damage any such other Party's or ISL's goodwill or good reputation, or to cause such result through inaction. Each Party recognizes that such goodwill and good reputation are valuable business assets of the other Party and of ISL, and that harm to such assets may be irreparable. Violation of this provision will constitute grounds for immediate termination of this Agreement by the damaged Party or by ISL, as the case may be, without prejudice to any other rights or remedies (whether in law or equity) that may be available to it.

6. Ownership.

(a) ISL, the Credit Union and the Referred Entities, and their respective Affiliates, are the sole and exclusive owners of, or possess legally enforceable and transferable rights to use under valid and subsisting written license agreements, certain registered and unregistered trademarks, trade names, service marks, copyrights, registrations and other proprietary rights pursuant to such marks.

(b) With respect to the ISL Service Marks, ISL has the power and authority to grant a limited to right to use the ISL Service Marks contained in the Referral Materials used pursuant to this Agreement. The ISL Service Marks are not subject to any liens, mortgages, pledges or other restrictions that would adversely affect the license granted to the Credit Union pursuant to this Agreement. ISL has not been charged, and to the best of its knowledge is not threatened to be charged, with infringement of any unexpired

trademark, trademark registration, trade name, service mark, copyright, copyright registration or other proprietary right of any other Person.

(c) Each Party shall treat the other Party's marks and Intellectual Property with all required confidentiality and security measures, as reasonably practicable, pursuant to applicable law.

7. Protection of the Parties' Intellectual Property. Each Party shall continue to own its Intellectual Property and the applicable rights thereto, provided such property was independently developed or controlled and was not developed jointly by the parties in connection with this Agreement.

8. Proprietary Information.

(a) Subject to this Section 8, the Parties agree to keep all Proprietary Information provided by any other Party or its Affiliates, or ISL, in strict confidence. Each Party agrees that it will not, without the prior written consent of the Disclosing Party, disclose or permit any other Person access to Proprietary Information except as provided in this Section 8.

(b) Notwithstanding any other provision of this Section to the contrary, a Party may disclose Proprietary Information to:

(i) Auditors, attorneys, accountants, financial advisors, bankers and other consultants and advisors subject, in all cases, to the explicit agreement of the Person to whom such Proprietary Information is provided to be bound by the confidentiality provisions of this Agreement; and

(ii) Regulatory authorities if compelled by law or writ.

(c) In the event that a Receiving Party reasonably believes it is required to disclose any Proprietary Information by law, such Receiving Party shall, to the extent possible, provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive the terms of any confidentiality agreement applicable to such Proprietary Information.

(d) In the event of a verified breach of Proprietary Information that is also Customer Information, as defined herein, where such information is accidentally or intentionally accessed, compromised, or exposed (each, a "Security Incident"), the breaching Party will:

(i) Promptly notify the non-breaching Party and ISL of the Security Incident;

(ii) Reasonably cooperate with the non-breaching Party and ISL to resolve the Security Incident; and

(iii) Verify it has taken all necessary actions to prevent a recurrence of incidents of the same or similar nature.

9. Customer Information. Neither Corporate Central nor ISL will share any nonpublic personally identifiable information of Referred Loan applicants ("Customer Information") with Referred Entity.

10. License.

(a) ISL has granted to Corporate Central a limited, revocable, non-exclusive, non-transferable, non-sub licensable (except as such sub-license is authorized by the ISL Agreement) to use the Referral Materials and the ISL Service Marks contained in the Referral Materials solely for the purpose of promoting the Loan Programs as set forth herein. Corporate Central hereby grants a limited sublicense to the use of the Referral Materials and ISL Service Marks to the Referred Entity subject to the same restrictions and limitations of the use of the Referral Materials and ISL Service Marks as applied to Corporate Central and as provided herein.

(b) Any use of the Referral Materials and ISL Service Marks for any purpose other than promoting the Loan Programs is prohibited. ISL retains all rights to the Referral Materials and ISL Service Marks or any copies thereof, improvements or enhancements thereto, or derivative works based thereon, and ISL Service Marks. Except as otherwise specifically set forth in writing, ISL shall be the sole and exclusive owner of all designs, graphic layouts and materials developed in connection with all of the marketing activities contemplated herein.

(c) Revocation of Licenses and Termination Rights. ISL has all rights at its sole discretion to revoke any and all sublicenses granted hereunder in the event of misuse of the Referral Materials or infringement of the ISL Service Marks. ISL shall provide written notice to Corporate Central regarding any such revocation of sublicenses. ISL has the right to immediately terminate this Agreement upon discovery of any Referred Entity misuse and as set forth in the ISL Agreement. This sublicense shall terminate automatically upon the termination of the ISL Agreement between ISL and Corporate Central.

11. Compensation. From the referral fee that Corporate Central receives from ISL under the Agreement, Corporate Central shall pay Referred Entity a referral fee equal to 1% of the principal amount funded for each Referred Loan generated as a direct result of a URL from the Referred Entity's Website, that has not been canceled or refunded.

12. Expenses. Each Party shall be solely responsible for any and all day-to-day costs and expenses incurred in connection with the performance of its respective obligations under this Agreement, including, without limitation, web development, creative, printing, e-mailing and mailing expenses, telecommunications, call center and other general administrative costs.

13. Indemnification by Referred Entity. Referred Entity will indemnify and hold harmless Corporate Central and its Affiliates, and any of their respective directors, officers, employees, insurers and agents (each, a "**Referred Entity Indemnified Party**"), from and against any Losses, by reason of or resulting from or arising directly or indirectly out of or in connection with: (a) any breach by the Referred Entity or any of its Affiliates, or any of its or their directors, officers, employees or agents, of any representation, warranty, covenant or obligation of the Referred Entity under this Agreement; or (b) any negligent or willful action or inaction of the Referred Entity that forms the basis of any claim against Corporate Central brought by any Referred Entities or borrowers under any Referred Loans made pursuant to the Loan Programs subject to this Agreement. Notwithstanding the foregoing, in no event shall the Referred Entity be obligated under this Section 14 to indemnify, or hold harmless any Corporate Central Indemnified Party for any Losses which shall result from the negligent or willful omissions or acts of such Corporate Central Indemnified Party.

14. Procedure for Claims. Whenever a claim shall arise for indemnification under this Agreement the Party or Parties claiming a right to indemnification (the "**Indemnified Party**") shall promptly notify the Party from whom the Indemnified Party is claiming indemnification (the "**Indemnifying Party**") of such claim and, when known, the facts constituting the basis for such claim;

provided, however, that the failure to notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party except to the extent the Indemnifying Party demonstrates that it is prejudiced thereby.

15. Limitation on Indemnification and Other Claims.

(a) The indemnification provided for in Sections 13 and 14 shall not cover, and in no event shall any Party hereto be liable for, any indirect, consequential, incidental, exemplary, punitive or special damages or lost profits or revenues (“**Indirect Damages**”) claimed by the Indemnified Party, except that the indemnification provided for herein shall cover Indirect Damages for: (i) judgments awarded to third parties; (ii) breaches of this Agreement; (iii) infringement, violation or misappropriation of intellectual property; or (iv) willful, reckless or wanton conduct or gross negligence.

(b) Without limiting their respective rights and obligations as set forth elsewhere in this Agreement, and subject to the procedures for indemnification claims set forth herein, Corporate Central or Referred Entity as an Indemnified Party, as the case may be, will: (i.) act in good faith; (ii.) use commercially reasonable efforts to mitigate any Losses; (iii.) use similar discretion in the use of personnel and the incurring of expenses as the Indemnified Party would use if it were engaged and acting entirely at its own cost and for its own account; and (iv.) consult regularly with the Indemnifying Party regarding the conduct of any proceedings or the taking of any action for which indemnification may be sought.

16. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Iowa, without giving effect to the principles of conflict of laws, and any actions brought forth pursuant to this Agreement shall be convened in any federal or state courts in the State of Iowa. Each Party waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Agreement, any rights or obligations hereunder or the performance of any such rights or obligations.

17. Force Majeure. Neither Party will be liable for delays or failure in performance caused by acts of God, war, strike, labor dispute, work stoppage, fire, telecommunications failure, hardware or software failure or any other cause that is beyond the control of the Party whose performance is delayed or prevented.

18. Independent Contractors. The Parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither Party shall make any warranties or representations on behalf of the other Party.

19. Notice. All notices, statements, approvals, consents, requests, or other communications regarding this Agreement shall be in writing and deemed given when delivered, being addressed to either Party at the address set forth in the preamble to this Agreement or as set forth below the signatures of each Party. Either Party may, by notice given hereunder, designate any further or different addresses or update its communications delivery methods from time-to-time.

If to Credit Union:

(Credit Union)

with a copy to:

Attention: _____

If to Corporate Central Credit Union:

Corporate Central Credit Union
6262 S. Lowell Place
Muskego, Wisconsin 53150
Attention: Member Relations

20. Assignment. Referred Entity may not assign this Agreement without the prior written consent of Corporate Central and of ISL.

21. Entire Agreement and Waiver. This Agreement sets forth the entire understanding and agreement of the Parties, and it supersedes any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both of the Parties, and, in the case that such proposed change would affect the third-party beneficiary rights of ISL by ISL. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

22. Confidentiality. "Confidential Information" means all information relating to the Agreement (including the terms of this Agreement), or received by a Party (the "Receiving Party") from the other Party or from ISL (the "Disclosing Party") in the course of performing under the Agreement (including confidential information disclosed by the Disclosing Party which relates to or is owned by its licensors, suppliers, partners, contractors and agents), in whatever form (whether tangible, intangible, electronic, oral or otherwise), including without limitation the terms of this Agreement, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, customer information, product and business plans, projections, marketing data, web and e-mail protocols and tracking information, trade secrets, Intellectual Property Rights, technical know-how, methods and procedures for operation, information about employees, marketing strategies, services, customer names, business or technical plans and proposals (in any form), data received from a Party's or from ISL's service provider that contains or is derived from any of the foregoing, and any other information relating to this Agreement that is or should reasonably be understood to be confidential or proprietary to the Disclosing Party. The Receiving Party acknowledges and agrees that any and all Confidential Information received by it under this Agreement hereunder is of a confidential, proprietary and/or trade secret nature to the Disclosing Party (or its licensors, suppliers, partners, contractors and agents) and that the Disclosing Party (or its licensors, suppliers, partners, contractors and agents) owns all Intellectual Property Rights in such Confidential Information.

The Receiving Party: (a) will protect Confidential Information received hereunder from unauthorized use and disclosure with at least the same degree of care that it utilizes with respect to its own similar proprietary information, but in no event less than a reasonable standard of care and use same solely and exclusively in connection with the implementation or enforcement of this Agreement; (b) except as contemplated by this Agreement, may not directly or indirectly disclose, publish, copy, duplicate onto, convey through, or store on any medium such Confidential Information without the Disclosing Party's prior written consent; and (c) will ensure that all copyright, trademark and other proprietary notices affixed to or displayed on such Confidential Information will not be removed or modified and will be reproduced on any copies thereof. The Receiving Party will promptly inform the Disclosing Party of any actual or suspected breach of this Section by it (including its contractors and agents) upon becoming aware of such actual or suspected breach.

The confidentiality provisions of this Section will not apply to any information that the Receiving Party can show: (a) is or subsequently becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party; (c) became known to the Receiving Party from a source other than the Disclosing Party, and without breach of an obligation of confidentiality reasonably believed to be owed to the Disclosing Party; (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (e) is used by the Receiving Party in order to enforce any of its rights, claims or defenses under, or as otherwise contemplated in, this Agreement.

Nothing in this Agreement will be deemed to prevent the Receiving Party from disclosing any Confidential Information received hereunder pursuant to any applicable law, regulation or court order, including, without limitation, the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, provided that (a) such disclosure will be limited to the minimum acceptable level of disclosure; (b) the Receiving Party, unless prohibited by law, regulation or court order, will notify the Disclosing Party of the imminent disclosure as soon as is practicable and in all events with sufficient prior notice to allow the Disclosing Party to seek a protective order or otherwise to object; and (c) the Receiving Party will minimize or prevent such disclosure to the maximum extent allowed under applicable law, regulation or court order.

Immediately upon the earlier of the Disclosing Party's request or the termination or expiration of this Agreement for any reason, the Receiving Party will: (a) stop using all Confidential Information of the Disclosing Party then in its possession not under a valid license; (b) erase or destroy all such Confidential Information residing in any computer memory or data storage apparatus; and (c) return to or destroy (at the Disclosing Party's request) to the Disclosing Party all such Confidential Information in tangible form. If requested by the Disclosing Party, the Receiving Party will provide a certification as to its compliance with this Section promptly after such request is made.

The Receiving Party acknowledges that its breach of this Section will cause the Disclosing Party (or its licensors) irreparable injury for which monetary damages will not make the other Party whole. Accordingly, in addition to all other available remedies, the Disclosing Party (or its licensors) will be entitled to equitable or injunctive relief as and where it deems fit in the event of an actual, attempted or threatened breach of any obligation of the Receiving Party (including its contractors and agents) under this Section.

The obligations of confidentiality and limitation of use, disclosure, and access set forth herein shall survive the termination or expiration of this Agreement for a period of five years from the date of such termination or expiration.

23. CAN-SPAM Compliance. The Parties will cooperate with one another and with ISL in connection with compliance with the federal CAN-SPAM Act. In each case where e-mails sent by Referring Entity qualify as multi-sender e-mails for purposes of CAN-SPAM compliance, the Parties hereby designate Referred Entity as the Sender. This designation does not, however, alter ISL’s right to review, approve and control the use of all ISL Content (Referral Materials) and Marks in accordance with the other provisions of this Agreement.

24. Term; Termination. Unless otherwise terminated early pursuant to other provisions of this Agreement, this Agreement shall continue in force for so long as the Agreement remains in force. Referred Entity may terminate this Agreement at any time by providing sixty (60) days written notice to Corporate Central Credit Union. Upon termination of the Agreement, all rights of the Parties to use any of the ISL Service Marks shall terminate automatically, without any further action of the Parties or of ISL.

25. Execution; Counterparts. This Agreement shall become valid and binding upon the Parties only upon execution by their respective duly authorized representatives. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one original document.

26. Survival. The terms of Sections 4, 5, 6, 7, 11, 12, 13, and 19, and any other Sections which by their nature are intended to extend beyond termination, shall survive termination of this Agreement for any reason.

IN WITNESS WHEREOF, each of the Parties, by its duly authorized representative, has executed this Referral Agreement as of the date first written above.

Corporate Central Credit Union

_____ CREDIT UNION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**Marks Usage Guidelines**

These guidelines apply to use of Marks, including the use of the ISL Marks. The use of the Marks of one Party by the other Party, or, in the case of the ISL Marks, by either Party, shall be subject to the review and approval of the entity owning or with rights to license the Mark according to the requirements set forth below:

1. Each Party may use the Marks solely for the purpose authorized by the entity owning such Marks.
2. Neither Party may alter the ISL Marks or the Marks of the other Party in any manner. For example, neither Party may change the proportion, color, or font of such Mark.
3. Neither Party may display the ISL Mark or the Mark of the other Party in any manner that implies sponsorship, or endorsement by ISL or such other Party, as the case may be, outside of its involvement in the marketing activities contemplated by this Agreement.
4. Neither Party may use the ISL Marks or the Marks of the other Party to disparage ISL or such other Party or the owner of the Mark, as the case may be, or its products or services, or in a manner which, in the reasonable judgment of ISL or of such other Party, as the case may be, may diminish or otherwise damage the goodwill of ISL or such other Party or the owner of the Mark, as the case may be, in the Marks.
5. The Mark must appear by itself, with reasonable spacing (at least the height of the Mark) between each side of the Mark and other graphic or textual elements.
6. Each Party acknowledges that all rights to the Marks of the other Party or of ISL are the exclusive property of such other Party or of ISL or of the owner of such Marks, as the case may be, and all goodwill generated through use of such Marks will inure to the benefit of such other Party or of ISL of the owner of such Marks, as the case may be. Each Party reserves the right to take action against any use that does not conform to these guidelines and recognizes the third-party beneficiary right of ISL to take action against any use that does not conform to these guidelines. Each Party reserves the right in its sole discretion to modify the Marks licensed by it, and recognizes the same third-party beneficiary right of ISL with respect to the ISL Marks, in accordance with Section 8.