



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 (“Credit Union”).

WHEREAS, Corporate Central has entered into a Referral Agreement with Sallie Mae Bank (hereinafter, “the Sallie Mae Referral Agreement”) concerning the Sallie Mae Smart Option Student Loan^{SM*} Program (hereinafter, the “Program”) in which Corporate Central agreed to market the Program to its natural credit union members pursuant to the Sallie Mae Referral Agreement; and

WHEREAS, Credit Union wishes to work with Corporate Central and cooperate in the marketing of the Program to its natural person members; and

WHEREAS, Credit Union and Corporate Central wish to grant to Sallie Mae Bank 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) “**Co-Branded Pages**” means those Web pages, designated by or under the control of Sallie Mae Bank, that are co-branded with the Marks of either of the Parties and may be offered through one or more Links.

(b) “**Content**” means all content or information (including without limitation any text, music, sound, photographs, video, graphics, data or software), in any medium.

(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.

*“Sallie Mae Smart Option Student Loan” and “Smart Option Student Loan” are service marks of Sallie Mae Bank.

(d) **“Link”** means any hypertext pointer or Uniform Resource Locator (“URL”) provided by either Party, represented either as a textual or graphic area on a Web page or e-mail, or as a URL in printed form (such as in a direct mail piece or statement insert), that transports the User to a Web page within the Sallie Mae Website, including any Co-Branded Pages.

(e) **“Marks”** means collectively the domain names, trademarks, service marks, trade dress, logos, product names, and the like used or provided by a Party or by Sallie Mae Bank for use in connection with this Agreement.

(f) **“Party”** means either of Corporate Central or Credit Union.

(g) **“Sallie Mae Marks”** means the Marks owned by Sallie Mae Bank.

(h) **“Sallie Mae Website”** means the Website(s) of Sallie Mae Bank.

(i) **“User”** means a unique individual, other than an employee, agent, or contractor of a Party or its affiliates, who accesses the Sallie Mae Website through any of the Links.

(j) **“Web page”** means a document on the World Wide Web, consisting of an HTML file and any related files for scripts and graphics, and often hyperlinked to other documents on the World Wide Web, accessible to Users via a simple point-and-click system.

(k) **“Website”** means a set of interconnected Web pages, usually including a homepage, generally located on the same server, and prepared and maintained as a collection of information by a person, company, group, or organization.

2. Obligations of Credit Union. Credit Union agrees to the following:

(a) Credit Union consents to, and agrees to cooperate with Sallie Mae Bank and Corporate Central in the marketing of Sallie Mae Smart Option Student Loans to be made by Sallie Mae Bank to Credit Union’s customers and/or members;

(b) Credit Union agrees that (i) all marketing material relating to the Sallie Mae Smart Option Student Loan Program (including, without limitation, portions of responses to Requests for Proposals or the like that refer to Sallie Mae Smart Option Student Loans; Website content and email communication that refers to Sallie Mae Smart Option Student Loans; and consumer-facing materials that refer to Sallie Mae Smart Option Student Loans) must receive the prior written approval of Sallie Mae Bank before such marketing material is used, and Credit Union will additionally provide Sallie Mae Bank with copies of the final versions of all such materials for its records; (ii) it will not attempt to offer Sallie Mae Smart Option Student Loans with any terms (whether interest rates, fees, or other terms) that differ from those generally offered by Sallie Mae Bank to its other Sallie Mae Smart Option Student Loan borrowers; (iii) it will not offer or market Sallie Mae Smart Option Student Loans 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 Sallie Mae Bank for participation in the Sallie Mae Smart Option Student Loan Program;

(c) Credit Union agrees that Sallie Mae Bank is a third-party beneficiary of this Agreement between Corporate Central and Credit Union, and Credit Union hereby grants to Sallie Mae Bank the authority to enforce against it the third-party beneficiary rights accorded Sallie Mae Bank under this Agreement; and

(d) Credit Union shall use its commercially reasonable efforts to develop an active market for, and to market, the Sallie Mae Smart Option Student Loan Program to its natural person members.

(e) Financial Institution agrees to notify Sallie Mae Bank in the event it receives any direct third party complaint(s) relating to Sallie Mae Bank products.

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

(a) Corporate Central agrees to cooperate with Sallie Mae Bank and Credit Union in the joint marketing activities contemplated by this Agreement;

(b) Corporate Central agrees that Sallie Mae Bank is a third-party beneficiary of this Agreement between Corporate Central and Credit Union, and Corporate Central hereby grants to Sallie Mae Bank the authority to enforce against it the third-party beneficiary rights accorded Sallie Mae Bank under this Agreement; and

(c) Corporate Central will make available, as needed, such marketing materials and assistance as it determines to be reasonably necessary to provide qualified current and prospective borrowers with the opportunity of obtaining a Sallie Mae Smart Option Student Loan, if appropriate.

4. Use of Marks in Marketing Materials. All marketing materials of any kind used under this Agreement, in whatever medium, whether written, recorded or in digital form, created by a Party or by Sallie Mae Bank will be subject to the prior written approval of the other Party and, with respect to usage of the Sallie Mae Marks, of Sallie Mae Bank and shall be prepared in accordance with the Marks Usage Guidelines attached hereto as Exhibit A.

5. Reputation. Each Party is aware and hereby acknowledges the importance of the goodwill and good reputation of the other Party and of Sallie Mae Bank 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 Sallie Mae Bank or otherwise to damage any such other Party's or Sallie Mae Bank'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 Sallie Mae Bank, 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 Sallie Mae Bank, 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. As among the Parties, except as expressly set forth herein, each Party owns and retains all rights, title and interest in its respective Websites, Content and Marks and all materials related to the foregoing, including, without limitation, all Intellectual Property Rights therein. In addition, both Parties acknowledge that Sallie Mae Bank owns and retains all rights, title and interest in the Sallie Mae Website(s), Content and Sallie Mae Marks and all materials related to the foregoing, including, without limitation, all Intellectual Property Rights therein. For purposes of this provision, the Co-Branded Pages are, with the exception of any Marks of either Credit Union or Corporate Central placed thereon, deemed to be part of the Sallie Mae Website. Neither Party undertakes to review the other Party's Website or to ensure the proper and lawful provision of information and services to Users via the other Party's Website.

7. Protection of the Parties' Intellectual Property. Neither Party will knowingly, nor will it encourage or assist a third party to, register or attempt to register any trademark, trade name, or other Intellectual Property Right related to the other Party's Website, Content or Marks, or to the Sallie Mae Website(s), Content and Sallie Mae Marks, or derivations or adaptations thereof, or any work, symbol or design which is so similar thereto as to suggest association with or sponsorship by such other Party or by Sallie Mae Bank. In the event of any breach of the foregoing, each Party agrees, at its own expense and at the other non-breaching Party's or Sallie Mae Bank's request, as the case may be, immediately to terminate the unauthorized activity and promptly to execute and deliver to such other Party or to Sallie Mae Bank, as the case may be, such assignments and other documents as such other Party or Sallie Mae

Bank, as the case may be, may require to transfer to that Party or to Sallie Mae Bank, as the case may be, all rights to the registrations, patents or applications involved. Neither Party will knowingly, nor will it encourage or assist a third party to, challenge the validity or ownership of any patent, copyright, trademark, or other intellectual property registration of the other Party or of Sallie Mae Bank. In addition, neither Party will utilize the other Party's or Sallie Mae Bank's Marks, Content or other Intellectual Property Right in any manner that would diminish its value or harm such other Party's or Sallie Mae Bank's reputation, as the case may be. Credit Union further represents and warrants that it will not contract for the use of, or the listing of, or referral through, any Sallie Mae Mark in any online search engine or on any other part of the Internet, and that it will not otherwise use any Sallie Mae Mark in any manner whatsoever to increase Credit Union's exposure on the Internet.

8. Modification. Each Party hereby recognizes and agrees that, from time to time hereafter, the other Party or Sallie Mae Bank may change, modify or replace any one or more of their respective licensed Marks, and each Party agrees to accept and use reasonable efforts promptly to implement such changes, modifications or replacements after having been provided with ten (10) business days prior notice of such changes, modifications or replacements as though the same were a part hereof. Notwithstanding the foregoing, in the event of an error by one Party in the use of the other Party's or of Sallie Mae Bank's licensed Marks or Content, such Party shall promptly correct such error upon its own discovery of the error and, in any event, within two (2) business days after receiving notice of the error from the entity owning the Marks or Content. Furthermore, in the event of an unauthorized use by a Party of the other Party's Marks or of the Sallie Mae Marks in violation of this Agreement, the Party in violation shall cease such unauthorized use immediately upon notice from the entity owning the Mark; for the purpose of this sentence, a telephonic communication from the entity owning the Mark to the Party in violation shall be sufficient notice.

9. Compensation. From the referral fee that Corporate Central receives from Sallie Mae Bank under the Sallie Mae Referral Agreement, Corporate Central shall pay Credit Union a referral fee equal to 1.00% of the principal amount funded for each Smart Option Student Loan generated as a direct result of a Link from the Credit Union's Website, that has not been canceled or refunded.

10. 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.

11. Mutual Indemnification. Each Party (the "Indemnitor") shall indemnify and hold harmless the other Party and their respective affiliates, officers, directors, members, employees and agents (each, an "Indemnitee") from and against any and all claims instituted by third parties, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) (collectively, a "Claim") arising out of or accruing from (a) any misrepresentation or breach of the Indemnitor's representations and warranties set forth in this Agreement, and (b) any non-compliance by the Indemnitor with any covenants, agreements or undertakings of such Party contained in or made pursuant to this Agreement.

12. Notice of Claims. As a condition of the Indemnitor's obligations under this Section 12, (a) the Indemnitee shall promptly notify the Indemnitor in writing of any such Claim (except that failure so to notify shall waive the Indemnitor's obligations under this Section only if and to the extent such failure causes prejudice to Indemnitor) and such writing shall state the facts with particularity, and a good faith estimate of the amount of indemnification requested; (b) the Indemnitor shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; and (c) the Indemnitee shall cooperate with the Indemnitor in every reasonable way to facilitate the settlement or defense of such Claim. Notwithstanding the foregoing, the Indemnitor shall keep the Indemnitee informed of, and consult with the Indemnitee in connection with, the progress of such litigation or settlement. The Indemnitor shall not have any right, without the Indemnitee's written consent, to settle or

compromise any claim or consent to the entry of any judgment if such settlement, compromise or judgment (i) arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any criminal liability or wrongdoing on the part of the Indemnitee; (ii) does not include, as an unconditional term thereof, the giving by the claimant or plaintiff, as applicable, to the Indemnitee a full release from all liability (or covenant not to sue) in respect of such claims; or (iii) permits any lien, encumbrance or other adverse legal or equitable charge to thereafter attach to any asset of the Indemnitee. In the event any of the Indemnitor's Content is held by a court or determined by the Indemnitor to infringe any Intellectual Property Right of any third party, Indemnitor shall have the option, at its sole expense, to (x) modify the affected Indemnitor Content to be non-infringing; (y) obtain for Indemnitee a license to continue using the Indemnitor Content; or (z) replace the Indemnitor Content. Indemnitor shall, at its own expense, indemnify, defend and hold harmless Indemnitee from and against all costs incurred by Indemnitee in enforcing this Section 11.

13. Governing Law. Except as set forth below, this Agreement shall be governed, construed and enforced according to the laws of the State of Wisconsin. With respect only to the third-party beneficiary rights of Sallie Mae Bank under this Agreement, (i) such third-party beneficiary rights shall be governed in all respects by the law of the State of Delaware without regard for the conflict or choice-of-law principles thereof, and (ii) the Parties submit to personal jurisdiction in Delaware and further agree that any cause of action arising under or relating to such third-party beneficiary rights shall be brought exclusively in the United States District Court for the District of Delaware in Wilmington, Delaware or in the state courts of Delaware in New Castle County, Delaware.

14. 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.

15. 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.

16. Notice. Any notices hereunder shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Notice shall be deemed given (a) upon personal delivery, (b) upon the day of delivery if delivered via nationally recognized commercial overnight express delivery service, or (c) if sent by certified mail, postage prepaid, 3 business days after the date of mailing. All written notices should go to the following:

If to Member:		With Copy to:	
	(Credit Union)		
	Attention: 		

If to Corporate Central:
 Corporate Central Credit Union
 6262 South Lowell Place
 Muskego, Wisconsin 53150
 Attention: Member Services

17. Assignment. Credit Union may not assign this Agreement without the prior written consent of Corporate Central and of Sallie Mae Bank.

18. 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 Sallie Mae Bank, by Sallie Mae Bank. 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.

19. 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 Sallie Mae Bank (the “Furnishing Party”) in the course of performing under the Agreement (including confidential information disclosed by the Furnishing 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 Sallie Mae Bank’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 Furnishing 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 Furnishing Party (or its licensors, suppliers, partners, contractors and agents) and that the Furnishing 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 Furnishing 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 Furnishing 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 Furnishing Party; (b) was known to the Receiving Party prior to the Furnishing Party's disclosure of such information to the Receiving Party; (c) became known to the Receiving Party from a source other than the Furnishing Party, and without breach of an obligation of confidentiality reasonably believed to be owed to the Furnishing Party; (d) is independently developed by the Receiving Party without reference to the Furnishing 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 Furnishing Party of the imminent disclosure as soon as is practicable and in all events with sufficient prior notice to allow the Furnishing 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 Furnishing 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 Furnishing 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 Furnishing Party's request) to the Furnishing Party all such Confidential Information in tangible form. If requested by the Furnishing 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 Furnishing 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 Furnishing 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.

20. CAN-SPAM Compliance. The Parties will cooperate with one another and with Sallie Mae Bank in connection with compliance with the federal CAN-SPAM Act. In each case where e-mails sent by Credit Union qualify as multi-sender e-mails for purposes of CAN-SPAM compliance, the Parties hereby designate Credit Union as the Sender. This designation does not, however, alter Sallie Mae Bank's right to review, approve and control the use of all Sallie Mae Content and Marks in accordance with the other provisions of this Agreement.

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

22. 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.

23. 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.

_____ CREDIT UNION

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

CORPORATE CENTRAL CREDIT UNION

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

EXHIBIT A

Marks Usage Guidelines

These guidelines apply to use of Marks, including the use of the Sallie Mae Marks. The use of the Marks of one Party by the other Party, or, in the case of the Sallie Mae 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 Sallie Mae 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 Sallie Mae Mark or the Mark of the other Party in any manner that implies sponsorship, or endorsement by Sallie Mae Bank 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 Sallie Mae Marks or the Marks of the other Party to disparage Sallie Mae Bank 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 Sallie Mae Bank or of such other Party, as the case may be, may diminish or otherwise damage the goodwill of Sallie Mae Bank 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 Sallie Mae Bank are the exclusive property of such other Party or of Sallie Mae Bank 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 Sallie Mae Bank or 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 Sallie Mae Bank 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 Sallie Mae Bank with respect to the Sallie Mae Marks, in accordance with Section 8.