

InterLink International Services Agreement

This InterLink International Services Agreement (the "Agreement") is entered into by and between Kansas Corporate Credit Union (hereinafter "KCCU"), with offices located at 8615 W. Frazier, Wichita, KS 67212 and the entity named in the signature section below (hereinafter "Member") having its principal place of business at the address noted below. This Agreement for the specific services as described herein (the "Services") is made effective as of the date executed by KCCU. In consideration of the mutual benefits accruing and expected to accrue hereunder, KCCU and Member agree as follows:

Section 1. Incorporate of Documents by Reference.

This document shall at all times be governed by the terms and conditions of the Funds Transfer Agreement. In the event of a conflict between the Funds Transfer Agreement and this Agreement, the terms of the Funds Transfer Agreement shall govern.

Section 2. Term.

The term of this Agreement shall commence on the day this Agreement is executed on behalf of KCCU and shall continue until Member provides KCCU with prior written notice of termination or KCCU terminates this Agreement as set forth in Section 7 below.

Section 3. Use of KCCU International Services.

Upon execution hereof, Member may use KCCU's electronic product delivery system, InterLink, to issue payment orders for funds transfers to a financial institution located outside the United States.

Section 4. OFAC Filtering Services.

Member acknowledges that it is familiar with the rules and regulations promulgated by the Office of Foreign Asset Control ("OFAC") and hereby agrees to adhere to such rules and regulations. As a standard component of the Services offered hereunder, payment orders transmitted by Authorized Users using InterLink will be processed through an initial OFAC filtering system ("OFAC Filter") operated by KCCU. All payment instructions entered by an Authorized User will be processed by the OFAC Filter and the results will be generated and returned to that Authorized User. EACH AUTHORIZED USER IS RESPONSIBLE FOR MAKING ITS OWN DETERMINATION REGARDING COMPLIANCE WITH THE REQUIREMENTS OF OFAC WITH RESPECT TO EACH PAYMENT ORDER AND ASSUMES ALL RISKS AND LIABILITIES THAT MAY ARISE AS A RESULT OF THE FAILURE TO COMPLY WITH SUCH REQUIREMENTS. KCCU REPRESENTS AND WARRANTS THAT THE CRITERIA USED FOR THE OFAC FILTER ARE THE SAME OFAC FILTER CRITERIA KCCU USES FOR ITS OWN INTERNATIONAL WIRES. EXCEPT AS SET FORTH HEREIN, KCCU MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE EFFECTIVENESS OF THE OFAC FILTER, INCLUDING ALL REPRESENTATIONS OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

Section 5. Fees and Charges.

- A. Member shall pay KCCU the fees as published from time to time by KCCU for the Services provided hereunder. Such fees shall be in addition to the fees or charges, if any, applicable under the Funds Transfer Agreement. All amounts due shall be paid within thirty (30) days from the invoice date. KCCU has the right, at its sole discretion, to change the fees and other charges related to the Services whenever it deems appropriate. Decreases in fees and charges will become effective when specified by KCCU. Increases in fees and charges will become effective when specified by KCCU but no earlier than thirty (30) days after written notification of such increases. Fees and charges are directly debited to Member's Cash Management account on the settlement date identified in the monthly invoice.

Section 6. Member's Responsibility.

- A. Following execution hereof, Member will submit, to KCCU, a completed InterLink Set-Up Form, which will be made available to Member by KCCU.
- B. Member is responsible for submitting all data and other information required by KCCU to enable KCCU to deliver the Services hereunder.
- C. Member is solely responsible for providing its own operating system, applications software, utilities and all associated data files.

Section 7. Modification; Termination.

- A. KCCU reserves the right to unilaterally change the delivery methods or configurations related to the Services; however, KCCU will not make any such changes unless, in KCCU's opinion, such changes are technically equal to, or better than the then-current Services. From time to time, KCCU may amend any

of the terms and conditions contained in this Agreement (except for pricing, which is governed by Section 5 above). All such amendments shall become effective upon receipt of notice by Member or such later date as may be stated in KCCU's notice to Member.

- B. KCCU, at its sole discretion, may terminate this Agreement at any time if Member fails to pay any fees, charges, or costs due KCCU under this Agreement if such amounts remain unpaid for more than fifteen (15) days after written notification by KCCU. Termination of this Agreement shall not relieve Member from any liability to KCCU for such fees, costs and charges and for damages related to such breach.
- C. This Agreement may be terminated at any time by KCCU upon at least one hundred and twenty (120) days prior written notice of termination; provided, however, that KCCU may terminate this Agreement without notice upon the termination of Member's membership in KCCU, provided, further however, that any termination of this Agreement shall not affect any of Member's or KCCU's obligations arising prior to termination.
- D. This Agreement may be terminated by Member at any time following KCCU's receipt of written notice from Member.

Section 8. Confidentiality.

Both KCCU and Member shall exercise their best efforts to protect, from disclosure to third parties, all proprietary and confidential information obtained from each other, whether prior to, during and after the negotiation and performance of all other obligations outlined in this Agreement. Except to the extent permitted by law, KCCU agrees that it will not sell, transfer or disclose nonpublic, personal information about Member's members provided by Member, and it will not use such information for any purpose other than that for which it was provided. KCCU has implemented appropriate measures designed to ensure the security and confidentiality of such information; to protect against any anticipated threats or hazards to the security of such information; and to protect against unauthorized access to or use of such information.

Section 9. Limitation of Liability.

- A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, KCCU MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WITH RESPECT TO THE SERVICES.
- B. KCCU's liability to Member for all losses or damages, arising out of this Agreement, shall not in any event exceed the aggregate of all amounts paid by Member hereunder during the 30-day period preceding the month in which Member's loss or damage is incurred. Except as otherwise provided for herein, KCCU shall not be liable to Member or any other person for any claim of damage arising, directly or indirectly, from the furnishings of Services pursuant to this Agreement or from interruption or loss of use thereof, or from any other cause. Under no circumstances shall KCCU be liable for incidental, special or exemplary damages, nor shall it be liable for consequential damages, including but not limited to, loss of anticipated profits or other economic loss in connection with the Services.
- C. Member represents that it is aware of the penalties and other consequences that may result from a violation of OFAC rules and regulations and hereby knowingly accepts the responsibility for Member's use of the Services including, but not limited to, Member's compliance with rules and regulations promulgated by OFAC and/or the capacity of the OFAC Filter to provide for successful screening of international wires. Notwithstanding the fact that KCCU agrees to provide all Services to Member as stated pursuant to the conditions indicated herein, all liability related thereto is the exclusive and sole responsibility of Member.
- D. KCCU shall not be considered in default hereunder due to any failure in its performance of this Agreement should such failure arise out of causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God or a public enemy, fires, floods, storms, power outage or stoppage, earthquakes, viruses, riots, war or war operations, restraints of state or local government or other cause or causes which could not, with reasonable diligence, be controlled or prevented by KCCU.

Section 10. Indemnification.

Member shall indemnify and hold harmless, KCCU, its subsidiaries and affiliates and its and their respective officers, directors, employees and agents of any of them, against any and all claims, liabilities, losses, damages and causes of action whatsoever arising out of this Agreement including any operational support of any kind supplied by KCCU to member, other than that arising out of the intentional acts or omissions of KCCU in the performance or nonperformance by KCCU of this Agreement. The provisions of this Section 10 shall survive termination of the Agreement.

Section 11. General.

- A. The rights and obligations of either party under this Agreement may not be assigned without the prior written consent of the other party.
- B. This Agreement shall be governed by the laws of the State of Kansas without reference to its conflicts of laws principles.
- C. Member acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein or expressly incorporated herein by reference.
- D. Any notice, request, or other communication to either party by the other as provided for herein shall be given in writing and shall be deemed received upon the earlier of receipt, or three days after mailing if mailed certified mail, at the address for such party as set forth below or at such changed address as may be subsequently submitted by written notice of either party.
- E. Either party may waive any breach or default by the other of any covenant or condition contained in this Agreement and subsequent amendments. Such waiver shall not be construed as a waiver of any succeeding breach of the same or any other covenant or condition. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. Such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions had never been inserted in the Agreement.
- F. Highlighted section headings are included for convenience of reference only. In the event of any conflict in meaning between any heading and the text, the text shall control.
- G. Member shall comply with all procedures and instructions published or provided by KCCU relating to accessing and using the Services. KCCU's international-wire system, access control system and related procedures and instructions constitute trade secrets and such information provided to Member shall remain the property of KCCU and shall not be copied or reproduced in any manner.
- H. This Agreement, as governed by the agreements referenced in Section 1 above, constitutes the entire agreement between the parties and supersedes all previous agreements entered into between the parties with respect to the subject matter hereof. There are no agreements, representation or warranties by the parties other than those set forth or provided for herein. Except as specifically set forth herein, this Agreement may be amended or modified only in writing signed by both parties and referring to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of execution of this Agreement, duly authorized by all necessary and appropriate corporate action to execute this Agreement.

MEMBER CREDIT UNION

KANSAS CORPORATE CREDIT UNION

Credit Union Name

Signature

Printed Name, Title

Date

Signature

Printed Name, Title

Date

Member's address for purposes of notice:

Street Address

City, State, Zip Code

Attention