

# Commercial Card Account Agreement

This Account Agreement is Company's contract with The Huntington National Bank (Huntington). It governs Company's use of the Account and any Cards. The attached Fee Schedule and various other addendums and attachments are part of this Agreement.

Pursuant to this Agreement, Huntington will provide Company with a commercial credit Card Account and MasterCard branded Cards. The Cards will be used to access any or the entire available credit limit for the Account. Huntington will also provide access to online systems and tools that can be used to manage the Account.

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## Definitions

“Account” means the relationship established between Company and Huntington by this Agreement.

“Administrative User” means the person or persons assigned by Company to administer Company’s commercial Card Program and who has the ability to perform one or more of the following functions (as assigned by company Program Administrator): ordering and assigning Cards, creating virtual Cards, setting and changing individual Card limits, activating Cards, setting and changing authorized merchant category codes, restricting Card access and blocking Cards, viewing and downloading transaction histories. Other functions may be added in the future.

“Authorized Business Representative” means the person who is authorized to and executes this Agreement on behalf of the Company.

“Authorized User” means any person allowed to use Company’s Account.

“Authorized Virtual Card Representative” means the person or person assigned by the company to manage any Virtual Cards issued under the Program.

“Billing Cycle” means the period during which transactions are accumulated for billing purposes.

“Card” means one or more Cards or other access devices that Huntington gives Company or any Authorized User under this Agreement. This includes utilization of Card numbers and Department Cards.

“Company” means the entity who applied to open the Account. It also means any other person responsible for complying with this Agreement.

“Company Program Administrator” or “Program Administrator” means the person or persons assigned by Company to manage Company’s Card Program. The Company Program Administrator will have the ability to perform all Administrative User functions and will have the ability to assign additional Administrative Users and also assign their rights to access and use the online interface as appropriate.

“Department Card” means one or more Cards or other access devices that Huntington gives Company that are not assigned to any specific Authorized User or single identifiable person.

“Huntington” means The Huntington National Bank, the issuer of the Account.

“Merchant Category Codes” means the four digit MasterCard number assigned to a merchant that describes the types of goods and/or services it provides.

“Rebate” means part of the transaction revenue Huntington receives from the payment network as the Issuer of the Card.

“Virtual Card” means Cardless access which is provided to Authorized Users and can be used to complete transactions in situations where a physical Card is not required.

“VIP Card” means one or more Cards that may allow for transactions to be authorized above the credit limit of the Card and/or other unique authorization routing that may allow Authorized User to bypass spending controls. Any Company Card can be designated as a VIP Card during the Account creation process, but the Company will be limited to 6 Cards designated as VIP Cards at any given time. Company must request any VIP Card designation(s) from Huntington. VIP Cards must be assigned to a specific user and cannot be utilized as a Department Card. VIP Cardholders may give another party (i.e. Administrative Assistant) limited servicing authority related to a VIP Card; however, such authority will be limited to servicing on behalf of the Cardholder.

## **Authorization**

Company warrants and represents that (a) Company is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (b) there are no provisions of any law, or any certificate of incorporation, certificate of organization, by-laws, operating agreement, partnership agreement, or any agreement of any kind, nature or description binding upon Company which prohibits Company from entering into or performing under this Agreement; (c) Company's execution and performance of this Agreement has been duly authorized; (d) this Agreement is a binding obligation of Company. Bank will be entitled to rely on any written notice or other communication believed by it in good faith to be genuine and to have been signed or authorized by an authorized representative of Company, and any such communication will be deemed to have been authorized by such person.

## **Use of Account and Cards**

Company and its Authorized Users will use the Cards only for business purposes involving the procurement of goods and/or services for Company. Card use for any illegal or illicit purpose or consumer purposes is prohibited. Card use prior to activation or after the expiration date is prohibited. Card use in violation of the preceding prohibitions does not relieve Company from the obligation of paying any outstanding Card balance created.

Company at its sole discretion will assign Cards to its employees, contractors or others having a close business relationship with the Company. Each Cardholder becomes an Authorized User. Company shall provide Huntington with Authorized User information, including names and other identifying information, which will be stored and used by Huntington for servicing and regulatory purposes including compliance with the USA PATRIOT ACT. Company is responsible for obtaining any necessary consent for Authorized User information collection, use and disclosure to Huntington. Huntington reserves the right to investigate the identity of any existing or proposed Cardholder by obtaining, verifying, and recording personally identifying information, and may obtain such information from third parties. Huntington reserves the right to refuse, block or revoke any Cardholder access.

Huntington may allow Company to establish virtual Cards under the Account. Cash advances are not permitted on virtual Cards. Credit is advanced on virtual Cards at the direction of an authorized representative of Company in accordance with this Agreement. The Authorized Virtual Card Representative(s) of the Company will be provided with a unique User ID and password that will allow access to the online system (which is a separate system than that described later in this Agreement, which is utilized by the Program Administrator) that is used to create, modify and close virtual Card Accounts.

If Company desires to terminate access to the Account by any Authorized User, it will 1) retrieve and destroy the Card provided to such Authorized User, and 2) notify Huntington. Huntington will have a reasonable amount of time to act on this request. Termination of Card access does not relieve Company from the obligation of paying any outstanding Card balance created before Card access termination. Company will establish rules and procedures for its employees' use of Cards to guard against fraudulent use and to assure Cards are used only for business purposes and not any illegal or illicit purpose.

An Authorized User may sign a sales draft presented by the merchant which is processed by the merchant's financial institution; provided, however, that the absence of a sales draft and/or failure to sign a sales draft shall not relieve the Company of its obligations to pay any outstanding balance charged against the Account. Merchants may be required to request an authorization from Huntington before completing a transaction. If Company advises Huntington of its desire to restrict a certain type of transaction(s) identified by Merchant Category Code(s), Huntington will take commercially reasonable steps to assure that these types of transactions are not authorized. However, Huntington will not be liable if a merchant nonetheless accepts a Card for unauthorized transactions, or does not request an authorization at all. Huntington reserves the right to deny the authorization of any transaction based on

suspicion of fraudulent activity, unauthorized use, illicit or illegal use, or for any other reason. Transactions will not be authorized if any third party data processor is not online or is otherwise not operational. Huntington is not liable for failure to authorize a transaction for any reason.

Foreign transactions will be added to the outstanding balance in US Dollars. If a transaction occurs in a currency other than US Dollars, the Card networks will convert the transaction into US Dollars using their currency conversion procedures. Foreign transactions may also be subject to fees as detailed in the Fee Schedule.

Card access may include the ability to access cash via a teller in a financial institution branch or ATM withdrawal. Cash advances may also be subject to fees as detailed in the Fee Schedule. Huntington is not responsible for unauthorized cash advances. Huntington may limit the amount of the credit line that can be accessed in cash.

Company promises to pay the outstanding balance, including any applicable fees, in full on the due date set forth on each billing statement. Fees are detailed in the Fee Schedule. If any payment is made after the statement due date, or if any amount remains outstanding after the statement due date, Company will be charged a Late Fee per the Fee Schedule.

## **Credit Limit and Liability; Pricing**

Company will be assigned a credit limit for the Account. Company at its sole discretion may assign separate credit limits to each Card including virtual Cards. Company may designate up to 6 Cards as VIP Cards. Generally VIP Cards have the ability to complete transactions based on the available Company credit line (which may exceed the credit limit assigned to the Card). At no time will the aggregate total of all outstanding purchases, cash advances, finance charges, and fees on all Cards exceed the Account credit limit. If the aggregate balance should exceed the Account credit limit, Huntington may demand immediate payment of any amount in excess of the Account credit limit and/or assess an overlimit fee as detailed in the Fee Schedule.

Huntington will process and settle Card transactions on behalf of Company during the billing cycle. Huntington will provide an Account billing statement at the end of each billing cycle. The outstanding balance is due in full on the due date noted on the billing statement. If Huntington or Company terminates this Agreement, the outstanding balance becomes immediately due and payable.

Company must maintain a deposit Account in good standing with Huntington. Company agrees to make payment in full for any outstanding Account balance by the due date noted on each billing statement. Unless Company notifies Huntington that it will tender payment via another method, Huntington will debit the deposit Account each month, on the due date, for the Account balance. If there are insufficient funds in any such deposit Account, Company is still responsible for paying the entire amount of outstanding balance on the Account by due date indicated on the statement.

## **Rebates**

Huntington may offer rebate Programs to Company. The details of any rebate Program will be presented to Company in an addendum to this Agreement.

## **Online Program Administration**

Company will be provided with an online interface in order to manage the Account, including ordering and assigning Cards, setting and changing individual Card limits, activating Cards, setting and changing authorized merchant category codes, restricting Card access and blocking Cards, and viewing transaction

histories. The online interface also includes reporting capability. Company must obtain or have the appropriate equipment and internet capabilities necessary to access the online interface, and Company must set software to the appropriate security settings. Company must obtain or have the appropriate firewalls, anti-spyware software, anti-viral software, network security, and environmental security to prevent unauthorized access to the online interface. Company must be aware of latest phishing, pharming or similar scams, and Company is solely responsible for any loss, liability or damage relating to such scams. Company is responsible for obtaining and maintaining Company's communications link to the online interface and to ensure that Company's use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities.

Company will assign and maintain at least one Program Administrator in accordance with Huntington's security procedures. Huntington will add the Company Program Administrator(s) to online interface and Program Administrator will have all available rights for access to and use of the online interface. Use of the online interface is deemed to be acceptance of the terms and conditions of the Business Online Agreement. Program Administrator will have the ability to assign additional Administrative Users and also assign their rights to access and use the online interface as appropriate. Assignment of Administrative Users and their associated rights shall be at the sole discretion of the Program Administrator. Huntington will rely on Program Administrator for direction on Company desired changes and deletions of Administrative Users. If there is more than one Program Administrator, Huntington can take direction from any one of them. The designated Program Administrator's name and contact information are included as part of this Agreement and any change to the designated Program Administrator must be in writing on Company letterhead and signed by an individual who 1) executed this Agreement or 2) would currently be authorized to execute this Agreement if the individual(s) who originally executed this Agreement are no longer employed by the Company.

In addition to the online interface, Huntington will also provide live operator support for Program Administrators during normal business hours. Huntington will also provide a Cardholder servicing website and live operator support during extended business hours, including weekends.

## **Security Procedures**

Company shall comply with all security procedures established by Huntington. Huntington may at any time change security procedures. Huntington may advise Company of such changes to the extent they affect Company's use of Business Online, but failure to do so will not impact Company's obligations or Huntington's rights. Company acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in a data entry and/or Card configuration. Huntington shall not be liable to Company for the failure of the security procedures to detect such errors. Company is responsible for establishing and maintaining safeguards against unauthorized access to the online interface and other Huntington systems, and agrees to take reasonable steps to maintain security procedures established by Huntington. Company agrees that any Huntington information, including, but not limited to any Card transaction information that is transmitted or exchanged between Company and Huntington via an Unsecured Electronic Network, such as the Internet, must, prior to the key-entry and through transmission of any Huntington information, (1) be encrypted using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology, or (2) be transmitted via a secure session utilizing a commercially reasonable security technology that provides a level of security that, at a minimum, is equivalent to 128-bit RC4 encryption technology. Storage, transmittal or maintenance of any permanent record of complete Card numbers and other Card information is prohibited. Cardholders should be identified using name and employee number or other identifier. Card numbers should be masked when recorded.

## **Unauthorized Use**

If the Company or any Authorized User believes that someone is using the Account or a Card without permission, Company must notify Huntington immediately by calling (855) 465-8106. Huntington will

accept reports of unauthorized transaction activity from the Authorized Business Representative, Program Administrator or Cardholder on whose Card the unauthorized transactions appear. Unauthorized transactions must be reported within 60 days of receipt of statement on which they appear. Company agrees to cooperate with Huntington on any unauthorized Card use investigations, including filing police reports or completing Cardholder affidavits as necessary. Huntington reserves the right to immediately close any Account regardless of whether unauthorized activity has been reported by the Company or not.

Huntington is not liable for any misuse of a Card that has not been cancelled and unauthorized transaction activity does not relieve Company from the obligation of paying any outstanding Card balance created. MasterCard may provide at no cost to the Company a liability protection Program. Terms and conditions may apply.

## **Termination**

Huntington reserves the right to terminate this Agreement at any time upon notice to Company, effective one hundred-twenty (120) days after Huntington sends Company notice. Notwithstanding the foregoing, in the event of fraud, suspected fraud, illegal or suspicious activity, suspected illegal or suspicious activity, regulatory compliance, administrative order, judicial order, or default under this Agreement, Huntington may terminate this Agreement, and/or revoke any or all Cards issued in connection with the Account, or any virtual Cards established under the Account, immediately without notice (or immediately with notice if legally required), but Huntington will use its best efforts to provide notice after termination if permitted by law. If Company wishes to terminate this Agreement, then Company must provide written notice to Huntington, which termination will be effective thirty (30) days after Huntington receives notice. No termination by either party shall relieve Company from responsibility for any charges to the Account after the date of any notice and before the effective date of such notice. In the event of any termination, any outstanding balance on the Account will be due and payable as of the effective date of the termination.

## **Financial Information**

Company shall, upon Huntington's request, promptly provide Huntington with financial information and statements as Huntington determines to be reasonably necessary or appropriate to enable Huntington to review Company's financial condition. Huntington may also periodically review reports from third party reporting agencies regarding Company's financial condition.

## **Review Statements**

Company is responsible for promptly reviewing and inspecting all reports, notices, periodic statements, adjustments, charges, entries, and other transactions available to it. Company agrees to notify Huntington of any errors or discrepancies within sixty (60) days after receipt of the same which contain such errors or discrepancies. Company agrees that Huntington will not be liable for any losses resulting from Company's failure to give Huntington such notice of errors or discrepancies.

## Notices

Except as otherwise stated in any notice, all notices from Huntington will be effective when Huntington mails or delivers them to Company or when Huntington makes such notices available to Company through electronic means. Company designates all notices be sent to:

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Name

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Title

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Address

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City, State and Zip Code

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Email Address

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Fax Number

All notices, in connection with this Agreement, sent by Company to Huntington must be in writing and sent to Huntington at the following address:

**Huntington National Bank**  
**Commercial Card Product Management**  
EA4E51  
The Huntington National Bank  
7 Easton Oval  
Columbus, OH 43219

and will be effective when Huntington has received them and has had a reasonable time to act on them. Company agrees to notify Huntington promptly of any change in its mailing address, e-mail address or telephone number.

## Assignment

Huntington may at any time assign or delegate its rights or duties under this Agreement. Huntington reserves the right to use third party vendors to supply any or all services under this Agreement. Company may not assign its rights or obligations under this Agreement in any way without the prior written consent of Huntington. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. No other person or entity is deemed to be a third party beneficiary of this Agreement or the Account.

## **Third Parties**

There are no third-party beneficiaries to this Agreement. The parties do not intend: (i) the benefits of this Agreement to inure to any third party; or (ii) any rights, claims or causes of action against a party to be created in favor of any person or entity other than the other party.

## **Modification; Waiver**

Huntington reserves the right to modify, at any time and in its sole discretion and without the consent of or notice to Company unless required by law, any of the terms and conditions set forth in this Agreement, and including, without limitation, any charges, fees, interest rate, and rebates. Except as otherwise provided in this Agreement, or as otherwise stated in the notice (if sent), any modification by Huntington will be effective when Huntington sends notice to Company. Except for changes made in accordance with this Section, no deviation, whether intentional or unintentional, shall constitute a modification of this Agreement, nor constitute a waiver by Huntington of any rights in this Agreement.

## **Governing Law**

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to internal principles of conflict of laws, and applicable federal law. Each party hereby submits to the jurisdiction of the state and federal courts located in Franklin County Ohio, and waives any objection to venue with respect to actions brought in such courts in the Governing State.

## **Waiver of Jury Trial**

The parties hereto waive all right to trial by jury in any action or proceeding to enforce or defend any rights under this Agreement.

## **Defaults**

Any of the following events constitutes a default under this Agreement:

1. failure of Company to pay any amount when due or to perform any other material obligation under this Agreement;
2. any default in payment or performance of any obligation of Company under any other contract with Huntington;
3. the total balance under the Cards and any virtual Cards is in excess of the Account limit;
4. a material deterioration in Company's creditworthiness occurs, as determined by Huntington;
5. any information contained in any financial statement, application, schedule or report given to Huntington by or on behalf of Company is not in all respects true and accurate or omits to state any material facts necessary for Huntington's use;
6. any bankruptcy, insolvency, reorganization, receivership, or similar proceeds are initiated by or against Company;
7. any creditor initiates any action to levy or seize upon a substantial portion of Company's assets;
8. any change of twenty-five percent (25%) or more of ownership interests of Company;
9. a material adverse change occurs in Company's financial condition, or Huntington believes the prospect of payment of the Account is impaired; and
10. Huntington's reasonable request for financial or other information is refused.

## Remedies

If a default occurs, Huntington may at any time thereafter, unless prohibited by law, take any one or more of the following remedial actions, which are cumulative:

1. deem all obligations due and require immediate repayment of the total balance due on the Account;
2. cancel, suspend, or terminate credit privileges on the Account;
3. take lesser action without waiving any right to later require immediate payment;
4. exercise rights and remedies of a secured party, and Company authorizes Huntington to setoff against all of Company's Accounts with Huntington (whether checking, savings, or some other Account), to the extent permitted by applicable law, and apply such amounts to any amount Company owes Huntington under this Agreement; and
5. exercise any other rights and remedies available at law or equity.

If Huntington becomes involved in legal action to enforce this Agreement, Company agrees to pay Huntington's reasonable attorneys' fees and costs, to the extent not prohibited by law.

## Confidentiality

The terms of this Agreement, any proposal, financial information, and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement that a party was not otherwise previously permitted to disclose or was not by some other means already in the public domain (Information) are confidential as of the date of disclosure. Such Information will not be disclosed by any party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. The parties shall be permitted to disclose the Information: (i) to their Accountants, attorneys, data processing, financial and marketing advisors, at the request of regulatory agencies, affiliates, to enforce this agreement, and employees as necessary for the performance of their duties, if these persons agree to treat the information as confidential in the above described manner, and (ii) as required by law or by any governmental authority. This section is subject to the Ohio Public Records Law.

## License

Company grants to Huntington and its affiliates a license to use Company's trade name, trademarks, designs, images, visual representations, logos, and service marks ("Trademarks") solely in conjunction with the Cards. Company indemnifies and holds harmless Huntington, its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all loss, liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, arising from the Trademark license granted hereunder or from Huntington's use of the Trademarks in reliance thereon.

## Limitation of Liability

Huntington shall not be responsible for any loss sustained by Company or any Authorized User unless and to the extent the loss was caused by Huntington's gross negligence or willful misconduct. Except as may be expressly set for in this Agreement, Huntington makes no representations or warranties, express or implied, with respect to Cards or the Account. Notwithstanding any other provision hereof, in no event shall Huntington be liable to Company for any special, indirect, incidental, exemplary, punitive, or consequential loss or damage of any kind, including, without limitation loss or damage from any refusal to honor any Card or for retention of any Card by Huntington or any third party.

## **Severability**

If any provision of this Agreement (including applicable Terms & Conditions) is determined by a court of competent jurisdiction to be unenforceable as written, that provision will be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement will continue intact.

## **Events Beyond Huntington's Control**

Huntington will be excused from any delay, and will not be responsible or liable for any loss of information, errors or delays in transmission and/ or processing of Company transactions, damage, cost, loss, or liability, arising out of causes beyond Huntington's control, including, but not limited to, strike, lockout, war, lack of energy, riot, insurrection, fire, flood, unavoidable accident, acts of God, acts of nature or any cause which is attributable to a third party, governmental acts or regulations, legal constraint, computer malfunction including, but not limited to, computer viruses, equipment breakdown, electrical or mechanical failure, or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or other causes not covered by insurance. Huntington will not be responsible for any error, delay or loss of information caused by any other person or entity not a party to this Agreement. In the event of any errors or delays by the Huntington, Huntington will only be responsible to use ordinary care to correct any such errors or resume transmissions of information required to be made by Huntington as soon as reasonably possible.

## **Survival**

All warranties, confidentiality requirements, representations, acknowledgements, obligation by company to repay any outstanding balances, and understandings will survive the performance and termination of this Agreement.

## **Complete Agreement**

This Agreement, including the materials attached hereto or referenced herein, constitutes the entire agreement of Huntington and Company with respect to the subject matter of this Agreement and any written or oral agreement or communication between Company and Huntington or any Huntington Affiliate with respect to the subject matter are hereby superseded and shall hereafter have no force or effect. Other than those remedies specifically disclaimed in this Agreement, all remedies set forth in this Agreement shall be in addition to all other remedies available under this Agreement or at law or equity.

## Fee Schedule (Commercial Card Accounts)

Late Fee	1.0% of any past due amount; minimum \$100
Minimum Eligible Spend Fee	\$50 monthly; waived if more than \$10,000 of Eligible Spend is transacted monthly
Over limit Fee	\$25 per occurrence
Cash Advance Fee	2.5% of any amount advanced; minimum \$10 per advance
Custom Card Fee	Actual cost assessed by vendor
Return Payment/NSF Fee	\$25
International Transaction Fee	0.80% of the International Transaction amount in US Dollars assessed as a fee to Commercial Card Account, 0.20% assessed as a currency conversion fee as part of the transaction
Expedited Card Delivery Fee (Overnight)	\$35
Data Download Fee	\$100
Annual Card Fee	\$25; waived if more than \$2,500 is transacted on Card annually
Document Handling Fee	\$11 monthly; waived if Company elects to receive (Company level) paperless statements
Research or Duplicate Document Fee	\$40 per hour; minimum 1 hour assessed

# Commercial Card Agreement Rebate Addendum

Company wishes to establish a commercial Card Account per the terms of Huntington's Commercial Card Account Agreement. The terms of this Addendum supplement those terms.

In consideration for Company's use of its Commercial Card Account in accordance with the terms of the Commercial Card Agreement and the Payment terms detailed below, Huntington agrees to pay Company a rebate based on eligible spend volume and the rebate schedule set forth below subject to the terms and exclusions detailed below:

## Billing Cycle and Payment Due Date

The billing cycle is monthly and ends on the same calendar day each month, subject to the following exceptions: If the billing cycle date ends on a Saturday, Sunday, or holiday, which is defined as Thanksgiving, Christmas Day, and New Year's Day, the end date will be moved back to the previous business day.

Payment of the outstanding balance, including any applicable fees, is due in full on the payment due date shown on your monthly billing statement. The payment due date is the \_\_\_\_\_th day after the billing cycle end date. However, if your payment due date falls on a Saturday, Sunday, or one of the holidays defined above, it will be due the next business day.

## Rebate Schedule

Monthly Eligible Spend Volume*	Rebate calculated subject to eligible spend and rebate guidelines below
\$25,000 - \$99,999	25 bps
\$100,000 - \$249,999	55 bps
\$250,000 - \$399,999	65 bps
\$400,000+	75 bps

## Eligible Spend Volume

\*Eligible Spend Volume means net purchase volume (i.e. gross volume less credits, cash advances and ATM withdrawals). Huntington may also exclude large ticket transactions, which are high dollar transactions that are processed using unique interchange schedules

## Terms and Exclusions

Rebates will be paid periodically as described in the rebate schedule as a credit to Company's deposit Account with Huntington. Losses due to charge-off or fraud may be deducted from any rebate payments. If Company is in default on any obligation to Huntington no rebate will be paid or accrued. If Huntington's and Company's calculation of rebate differs, Company must accept Huntington's calculation as final.

If changes in rates or a market disruption impacts Huntington's ability to fund the rebate Program or if laws or regulations change and such change negatively impacts Huntington's profitability under the rebate Program, Huntington may change rebate or other pricing to offset such impacts.

If Huntington experiences more than a 25% decrease in the interchange rate, rebate compensation may be adjusted proportionately. The rebate compensation may reset annually based on the prior year's interchange rates.

# Political Subdivision Addendum

“Company” means the following political subdivision, \_\_\_\_\_, which wishes to establish a commercial Card Account per the terms of Huntington’s Commercial Card Account Agreement. The terms of this Addendum supplement those terms.

Pursuant to \_\_\_\_\_ State law and public policy, the following apply:

## Authorization

The governing board/legislative authority of the Company has 1) authorized Card use for specific purposes, which purposes were specifically stated by the Company in its ordinance or resolution and 2) approved and adopted a policy governing usage of the credit card and appropriate oversight controls. A certified copy of each such ordinance or resolution shall be provided to Huntington before the execution of the Account Agreement.

## Appropriation

The Company certifies that its governing board/legislative authority approved Card usage for those purposes involving the procurement of goods and/or services for the Company for which the Company has appropriated funds in its annual appropriations budget.

## Usage and Oversight Controls

The governing board/legislative authority of the Company has adopted formal policies and procedures concerning Card usage and oversight, including but not limited to the following considerations: 1) restrictions based on industry codes; 2) a list of authorized employees; 3) custody of the Card; 4) the pre-approval of Card usage and reconciliation of usage against authorized purposes; 5) personal responsibility by the user in the case of penalties, interest charges, or usage in conflict with the terms of the policy.

## Program Administrators

Name of Authorized Person	Title	Email	Phone Number

Executed by Huntington and Company as of the dates set forth below.

**THE HUNTINGTON NATIONAL BANK**

Huntington TMSA Signature: (Required) \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Huntington RM or PM Signature: (Required) \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company EIN: \_\_\_\_\_

# Huntington Commercial Card Rebate & ACH Authorization

(This page is required)

**I hereby authorize Huntington National Bank to initiate credit entries to the Huntington Account listed below as necessary to provide for rebate and credit balance refund payments. (Must be a Huntington Business Account)**

\_\_\_\_\_(initials) **I hereby authorize Huntington National Bank to initiate debit entries to the Huntington Account listed below as necessary for timely payment to Company's Commercial Card Account. (Must be a Huntington Business Account)**

**OR**

\_\_\_\_\_(initials) **I DO NOT authorize Huntington National Bank to initiate debit entries to the Huntington Account listed below for payment to Company's Commercial Card Account.**

**Company agrees to honor NACHA Operating Rules as Receiver of these authorized debit entries and allow debits to be applied to our Account without interruption. Any ACH return due to Company's failure to allow ACH debits to be processed, including failure to modify any ACH debit blocking, may result in the assessment of late payment and insufficient fund fees. Any ACH credit return as a result of the Account being closed may result in the forfeiture of the payment.**

**Huntington Routing Number:** \_\_\_\_\_

**Huntington Account Number:** \_\_\_\_\_

This authorization will remain in effect until Huntington has received written notification from Company to cancel and has had a reasonable amount of time to act on it.

Company Name: \_\_\_\_\_

Authorized Signer (print): \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_