

HUNTINGTON® BUSINESS ONLINE ACCESS AND BILL PAY AGREEMENT

This Huntington Business Online Access and Bill Pay Agreement ("Agreement") is made between The Huntington National Bank ("Bank" "we" or "us" and the individual person or business entity ("Company", "you" or "your") that the Bank permits to use Huntington Business Online (hereinafter defined) and Bill Pay subject to the terms of this Agreement. Huntington Business Online ("Business Online") is the Bank's service that allows Company to (i) access account information and generate reports from that information via the Internet or (ii) make use of or obtain the Bank's other current and future services via Business Online, including but not limited to, Bank's Bill Pay Service (throughout this Agreement the foregoing (i) and (ii) are individually and collectively referred to as "Transactions"). This Agreement applies to your use of Business Online accessed through Bank's websites, webpages, mobile applications and/or any other service provided by us (collectively referred to as "Digital Properties"). Not all Business Online services may be available through mobile applications or devices, and we reserve the right to determine which products and services are available to you through Digital Properties. Company must also follow all of Bank's instructions and procedures applicable to Business Online covered by this Agreement, given to Company by Bank, or located within Business Online.

I. Electronic Records and Signatures Disclosure and Consent Agreement

Bank may from time to time provide products and services to Company and otherwise conduct business with you electronically through the Digital Properties. By using the Digital Properties, electronically signing or otherwise agreeing to this Agreement, Company agrees to conduct business electronically with Bank through the Digital Properties, including: (a) Bank may electronically provide Company with agreements, documents, disclosures, notices, statements, communications, other documentation, and any other products and services ("Records") in electronic form as further set forth in this Agreement through the Digital Properties; and (b) Company's electronic signature has the same effect as if signed in "wet" ink, including Company's electronic signature authorizing and/or initiating Transactions through the Digital Properties. Company's consent will also apply to any Administrator (hereinafter defined), User (hereinafter defined), Company Representative (hereinafter defined), agent or employee. Company agrees that electronic records and signatures have the same legal effect, validity and enforceability as a paper record and/or manually executed signature, to the extent and as provided by law, including but not limited to, the Electronic Signatures in Global and National Commerce Act ("ESIGN"), state laws enacted consistent with the Uniform Electronic Transactions Act ("UETA"), other state electronic record and signature law (collectively, "State Laws").

Providing Records to Company in electronic form means making them available on the Digital Properties, from whatever location or in whatever way you access the Digital Properties, or by sending them to you by email (including as an attachment to an email), fax, text message, mobile alert, providing a hyperlink in account documentation, or by providing written or electronic notice that includes a hyperlink to, or address for, a website where the Record can be viewed or downloaded, or in any other form of electronic communication permitted under applicable law. Company acknowledges that certain Records to be delivered electronically will contain personal financial information, and you consent to the delivery of such information by electronic means. **Notwithstanding Company's consent to electronic delivery of Records, Bank may, in our discretion, deliver any Records to you through postal mail**, including if we have reason to believe you are not receiving Records electronically; provided that, any delivery of Records to you through the postal mail does not alter your consent to electronic delivery of Records.

Examples of the kinds of Records Bank may provide electronically include, but are not limited to: account agreements, disclosures and fee schedules; rate sheets or other disclosures of interest rates; agreements and disclosures for various types of services such as Bill Pay services, fund transfer services through the automated clearinghouse network or other electronic networks; hold notices and other funds availability notices; commercial loan invoices; privacy notices; account statements; change-in-terms notices, error resolution notices; overdraft notices, remittance transfer documents; signature cards; notices relating to any breach of data security; or taxpayer identification number certification or other tax forms.

Scope of Consent

Unless you and we agree to specific limitations regarding electronic delivery, you hereby consent to electronic delivery of all Records, including:

- All Records relating to all of your accounts, Transactions, products and services with us and/or available through the Digital Properties, whether the account, Transaction, product or service is new for you or existing, including categories of Records in connection with:
 - Applying for or opening an account or obtaining a product or service.
 - Servicing, maintenance, use, operation or closing of an account or product or service.
 - Performing Transactions on an account or in connection with a product or service.
 - All other Records we are not prohibited by applicable law from providing in electronic form.

Company may withdraw this consent to electronic delivery at any time, as described in the following section. Bank may provide you with the option of consenting to the electronic delivery of a narrower subset of Records, such as Records relating to only the specific

account(s) specified by you, or only certain types or categories of Records specified by you; provided that, we are not obligated to provide you with these options and may, to the extent permitted by applicable law, require Company to choose between broadly consenting to electronic delivery of all Records as described above, or declining to consent to electronic delivery of Required Records. Any specific terms regarding electronic delivery may be agreed to through the Digital Properties, other electronic means, or any other effective means of providing consent under applicable law that we make available to you.

Your consent in this Agreement supersedes any prior consent you have given us to use electronic Records through the Digital Properties in this Agreement.

Withdrawal of Consent

Your consent to electronic delivery of Records will remain effective until it is withdrawn by you. Company may withdraw your consent:

- As to Required Records relating to your current Transaction, by cancelling your Transaction before completing it.
- As to Required Records relating to all of your accounts, Transactions, products and services, by contacting Bank by telephone.

Please note any withdrawal of consent to electronic delivery must be explicit, and any request to provide a paper copy of one or more Records will not by itself constitute a withdrawal of your consent to electronic delivery. Any withdrawal of your consent to electronic delivery will take effect once we have had a reasonable time to process the withdrawal, and we may continue to deliver Records electronically until the withdrawal has been processed.

If you withdraw your consent to electronic delivery of Required Records, Company agrees that Bank has the right to terminate your access to the Digital Properties, close or terminate any digital only accounts or services; or limit digital products and services that Bank makes available to you. Cancelling your current Transaction does not withdraw your consent to electronic delivery of Required Records for other Transactions, accounts, products or services. If you want to receive your Required Records in electronic format after you withdraw your consent as indicated above, Company must affirmatively consent again and re-confirm your ability to receive Records in electronic format.

Even if you withdraw your consent, we may continue to deliver Records to you electronically if such Records are not required to be delivered in writing under applicable law or if electronic delivery is otherwise permissible under applicable law.

Obtaining Paper Copies

You may obtain paper copies of Records from us by printing them yourself from the Digital Properties or from your email account if we have emailed them to you. You may also save a copy to your computer or other electronic device and printing copies. To print or download Records, you must have a printer connected to your computer or other electronic device and have sufficient capacity on your device to store the Record.

You may request paper copies from Bank of Records we already provided to you electronically by contacting Bank by telephone. We will provide you with such paper copies to the extent the Records you request are still reasonably available for us to access and send to you, and a fee may be charged for paper copies. Please consult the Personal or Business Account Charges Form or other applicable fee schedule for the exact cost.

Choosing Your Preference for Account Statements and Documents

Even if Company consents to receive Records electronically, for accounts eligible to receive paperless statements, Company may still choose your preference to receive account statements and other eligible Records electronically or through the mail by making the appropriate selection within the Digital Properties. You can change your delivery preference at any time within the Digital Properties. If you choose your preference to receive account statements through the mail, Bank may also, at our discretion, provide account statements and Records to you electronically. Changing your preference does not withdraw your consent for electronic Records. If Company wants to withdraw consent for electronic Records, Company must follow the procedure described under "Withdrawal of Consent" above. Paperless Statements may not be available for all products and services. Bank reserves the right to change product and service eligibility for paperless statements and electronic Records at our discretion.

Updating Your Contact Information

It is your responsibility to provide us with current, accurate, and complete contact information. You may update your email address and other contact information within the Digital Properties, or you may contact the Bank by telephone to update your contact information.

To access and retain electronic Records, you must have:

- An Internet connection.
- An Internet browser with at least 128-bit encryption and cookies enabled (such as Chrome, Firefox, Edge, or Safari).
- An email account capable of receiving emails from us.
- A program that can read and store Adobe PDF documents (such as Adobe Reader which can be obtained for free from the Adobe website).
- An electronic device (such as a PC, MAC, smart phone, or tablet) and operating system (such as Windows, macOS, Linux,

iOS, or Android) that supports all of the above.

II. BUSINESS ONLINE GENERALLY

Access Codes; Your Responsibility

Bank will provide a Company identification, username and a password ("**Log-on Information**") to Company's Administrator for Business Online access ("**Administrator**") that the Company has identified in accordance with Bank's requirements. Company certifies that any individual designated as an Administrator has authority to access and make use of Transactions on behalf of Company and has signing authority for all accounts and Transactions an Administrator may access through Business Online (including but not limited to adding users and managing each user's access and privileges). Bank may provide Company with additional Log-on Information components in its sole discretion. Log-on Information and additional verification that Bank may require to gain access to Business Online or specific products is referred to as the "security procedures."

Administrator may also create user identifications and passwords to be used with Company's identification ("**AU Log-on Information**") for other Administrators, who will have the same permissions and authority within Business Online, as well as additional users ("**Authorized Users**") to access and make use of Transactions in Business Online. You authorize the Administrator to appoint other Administrators and Authorized Users to access, view and/or transact on your accounts via Business Online, to communicate with and receive communications from us via Business Online, and you ratify and confirm any and all such activities of the Administrator(s) and/or Authorized Users, whether currently existing or in the future, and whether or not such activities are within the scope of authority you granted to the Administrator(s) and/or Authorized Users. You hereby delegate to any Administrator and/or Authorized User, any right you have to receive communications from us related to Business Online. You are responsible for the administration, monitoring and control of any Administrator and/or Authorized Users in connection with their use of Business Online. We are not responsible for any unauthorized activities within Business Online due to issues with administration, monitoring, or control of such services.

Bank may require that any addition or changes to an Administrator or any Authorized Users be verified and approved by an additional Administrator or Authorized User ("**Dual Authorization**"). Bank recommends use of Dual Authorization as an additional security procedure. Company's continued use of Business Online without Dual Authorization demonstrates that this security procedure was offered to and refused by Company.

Single-Sign On ("SSO")

SSO may be made available to be used with Company's identification ("**SSO Information**") when Company meets certain IT infrastructure and personnel criteria. Company acknowledges that Bank reserves the right, in its sole discretion, to terminate the SSO services if Company no longer meets certain IT infrastructure and personnel criteria. Using an SSO solution is an information security best practice that companies typically employ within their own infrastructure and increasingly expect their service providers to support for access management as well. SSO authentication allows users to access multiple applications or systems by using one set of credentials. Bank may utilize the UFD system and multi-factor authentication methods including login credentials and tokens, either physical or digital, for Company's SSO authentication purposes. By setting up SSO, Company acknowledges and agrees that SSO allows an Administrator and/or Authorized User to authenticate to Business Online through a third-party identity provider ("**Third-Party Identity Provider**") instead of each individual Digital Property.

Log-on Information and AU Log-on Information may include the use of fingerprint recognition or facial recognition using a device's biometric authentication feature by an Administrator or Authorized User to access Business Online through Digital Properties. Bank may store any information associated with your biometric information in compliance with international, federal, state, and local data privacy regulations. Please remember that once fingerprint recognition has been activated, anyone who has stored fingerprints on a device will be able to access Business Online using the device. Additionally, if you share your device or have family members who look like you, we recommend you use your username and password to login to Business Online. You can disable biometric authentication at any time from within the mobile app.

SSO Information, Log-on Information, and AU Log-on Information is strictly confidential. The Log-on Information should only be disclosed to the applicable person that will act as the Administrator. The AU Log-on Information should only be disclosed to the applicable person that will act as the Authorized User. Company must instruct Administrator and/or Authorized User that he or she should not disclose the SSO Information, Log-on Information or AU Log-on Information, respectively, to anyone, including other employees at Company. Company must establish and maintain procedures reasonably adapted to ensure the confidentiality of the Log-on Information and/or AU Log-on Information. Company agrees to be solely responsible for the security of SSO Information, Log-on Information and/or AU Log-on Information of Company. Transactions received by Bank with the Log-on Information or AU Log-On Information shall be deemed to be authorized instructions received from an Administrator or Authorized User. Bank is not responsible or liable for any loss or damages caused by any Transactions performed via Business Online if supplied with Log-on Information or AU Log-on Information. Furthermore, Company is liable for all Transactions made or authorized in Business Online with Log-on Information or AU Log-on Information, even if a person (i) authorized by Company exceeds his/her authority, (ii) does not have the authority of Company, (iii) has had his or her authority changed or revoked; or (iv) is not the same person as the Administrator or Authorized User.

If Company believes the Log-on Information has become known by unauthorized persons (whether or not employed by Company), contact Bank immediately by telephone during Banking Days (hereinafter defined or as otherwise stated within Business Online), and Bank, within a reasonable amount of time during Banking Days will remove the Log-on Information from Business Online, and issue new Log-on Information to Company in accordance with Bank's security requirements. If Company believes the SSO Information has become known by unauthorized persons (whether or not employed by Company), contact Bank immediately by telephone during Banking Days (hereinafter defined or as otherwise stated within Business Online). After Bank re-issues Log-on Information, Administrator must review Transactions of Authorized User(s), immediately notify Bank by telephone during Banking Days (hereinafter defined or as otherwise stated within Business Online) of any unauthorized Transactions, and re-issue any AU Log-on Information used to perform the unauthorized Transactions. Bank reserves the right to change the Log-on Information or AU Log-on Information upon notice to Company. If Company believes the AU Log-on Information has become known by unauthorized persons (whether or not employed by Company), Administrator must (i) immediately remove the compromised AU Log-on Information from Business Online (ii) issue new AU Log-on Information to the Authorized User(s), whose Log-on Information became compromised, and (iii) immediately notify Bank by telephone during Banking Days (hereinafter defined) of any unauthorized Transactions.

WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, CLAIMS, ACTIONS, OR PROCEEDINGS OF ANY KIND OF WHATSOEVER (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) IN RESPECT OF ANY MATTER OF WHATEVER NATURE AND HOWSOEVER ARISING (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) IN CONNECTION WITH (I) ANY BREACH BY ADMINISTRATOR AND/OR AUTHORIZED USER OF ITS OBLIGATIONS, REPRESENTATIONS, WARRANTIES AND/OR UNDERTAKINGS UNDER OUR TERMS AND CONDITIONS AND PRIVACY POLICY, (II) ANY USE OR INABILITY TO USE THE SSO, (III) ANY MALFUNCTIONS, ERRORS, DEFECTS OR OTHER NON-FUNCTIONALITY OF THE SSO, (IV) ANY UNAUTHORIZED ACCESS AND/OR USE OF THE SSO, (V) ANY RELIANCE ON OR ANY ACTION TAKEN BY ADMINISTRATOR AND/OR AUTHORIZED USER AS A RESULT OF IT ACTING UPON ANY SSO INSTRUCTIONS FROM SUCH THIRD-PARTY IDENTITY PROVIDER, AND (VI) ANY OTHER MATTERS ARISING FROM OR IN CONNECTION WITH YOUR ENABLEMENT OF OUR SERVICES.

After Administrator or Authorized User completes Transactions in Business Online, Administrator or Authorized User must log out of Business Online. Administrator or Authorized User must log out of Business Online while not initiating Transactions in Business Online, even if stoppage of use is for a short period of time. Company is solely responsible for any Transactions that occur due to Administrator or Authorized User's failure to log off of Business Online. Company must immediately remove SSO Information, Log-on Information, or AU Log-on Information and disable any Administrator or Authorized User who is no longer employed by or associated with Company. Company is solely responsible for any Transactions performed by persons no longer employed by or associated with Company resulting from failure to disable Administrator(s) or Authorized User(s) and removing Log-on Information or AU Log-on Information. To the extent possible, Company shall not entitle any one Administrator or Authorized User so such Administrator or Authorized User can make use of all available Transactions in Business Online.

Availability of Business Online

Company may access Business Online 24 hours a day, seven (7) days per week except for maintenance periods, as stated in Business Online. If Company initiates Transactions Monday through Friday (excluding federal holidays) from 8:00 AM to 5:00 PM in Columbus, Ohio ("**Banking Day**"), Bank will begin to process such Transactions on that Banking Day unless Business Online states an earlier or later time to process Transactions. If Company initiates Transactions after a Banking Day or applicable time stated in Business Online, Bank will begin to process such Transactions on the next Banking Day. Notwithstanding the foregoing or language in Business Online, Company must consult other agreements with Bank to ascertain when processing will be complete for Transactions executed via Business Online. Company may make use of information reporting and generate reports from such information in Business Online, seven (7) days per week, however, such information and reports reflect information that Bank processes on Banking Days.

Provisions Specific to Stop Payment

Company may place or cancel a stop payment order only on negotiable instruments (paper checks). A stop payment order placed or cancelled on a Banking Day or later time specified in Business Online may be effective on such Banking Day, but Bank reserves the right to have a reasonable time to act on Company's stop payment order or cancellation of such. Company agrees to accurately provide the information required by Bank's stop-payment procedures. BANK IS NOT RESPONSIBLE FOR FAILURE TO STOP PAYMENT ON A CHECK IF ANY OF THE REQUIRED INFORMATION IS INACCURATE.

Provisions Specific to Account Transfer Service (including advances and payments for Loans and Lines of Credit)

The Account Transfer Service facilitates the transfer of funds between Company accounts. Company must have enough available money or credit in the account to complete the Transactions. Also, Company must not be past due on any payments in order to initiate or complete an advance from a loan or line of credit. If there are insufficient funds or credit in the accounts to complete the Transactions, the Transactions will not be consummated. Bank will NOT be liable for: (i) if, through no fault of Bank, Company does not have enough money or credit in Company's account to make the Transactions, or if the account has been closed or is not in good standing; (ii) if the Transactions would go over the credit limit Company may have with Bank; (iii) if the equipment or system is temporarily out of service or closed for maintenance or is not working properly, and Company knew about this when Company started the Transactions; (iv) if the money in the account Company is accessing is subject to legal process or other claim restricting the Transactions; and (v) if Company has not properly

followed Bank instructions or if Company provides Bank with wrong or inaccurate information. Upon receipt of a request for an account transfer or Transactions made with SSO Information, Log-On Information or AU Log-On Information, Company authorizes Bank to deduct or increase the amount immediately from the balance in Company's account. Notwithstanding the Company Overdraft Protection Agreement, Company's overdraft line of credit may not be available when initiating account transfers via Business Online.

If Company wants to stop or change the transfer of funds between accounts, Company must notify Bank before Bank has started processing the Transaction. Company may do this by accessing the appropriate function in Business Online no later than the day before the Banking Day the transfer is scheduled to be made, and either delete it or make the change.

If account transfer Transactions are initiated on a Banking Day or initiated by the time stated in Business Online, Bank will process such Transactions on the same Banking Day. If account transfer Transactions are made after a Banking Day or time stated in Business Online, Bank will process such Transactions on the next Banking Day.

Notwithstanding any borrower resolutions the Company may have executed, Bank may follow the instructions of any Administrator or Authorized Users for an advance or payment in connection with a loan or line of credit. Further, the transaction report for loans and lines of credit will contain only Transactions initiated through Business Online.

Provisions Specific to Lockbox

If Company has agreed to the Treasury Management Services Agreement in connection with Company's lockbox service, Company warrants that Company has not and will not create Authorized Users who are not employees of Company. If Company breaches the foregoing sentence, then Bank is not responsible or liable for disclosure of Protected Health Information (as defined in 45 CFR § 164.501) to third parties, notwithstanding the Treasury Management Services Agreement.

Provisions Specific to Huntington Instant PaymentsSM

Huntington Instant Payments ("HIP") uses The Clearing House Real-Time Payment Network ("RTP® Network") to allow individuals or businesses to send messages and receive funds within seconds, 24 hours a day, 7 days a week (includes weekends and holidays). HIP allows Company to receive messages, including request for payment messages, and for Company to accept the request for payment and pay those individuals or businesses that bank with a financial institution that participates in the RTP Network. By sending or receiving a request for payment or accepting a request for payment and sending funds through HIP, Company agrees to be bound by the terms and conditions of this Agreement; the RTP Operating Rules; the laws of the state of New York (including Article 4-A of the New York Uniform Commercial Code); and Bank's deposit account agreements (collectively, with respect to Huntington Instant Payments, the "**Agreement**"). When Company accepts a payment request or otherwise sends funds, Company is a "**Sender**", and when Company receives a payment, Company is a "**Receiver**."

HIPs may only be made in U.S. Dollars and only between accounts at banks that are located in the United States and participating in the RTP Network. By using HIP, Company represents and warrants that it has authority to authorize payments. Company agrees that it is only permitted to make or receive payments on Company's behalf or on behalf of people or businesses that are residents or domiciled in the United States. All payments must comply with applicable laws, rules and regulations, including all regulations of the Office of Foreign Assets Control. Company agrees that it will not use HIP to make any payments that violate or may violate the law or this Agreement. Bank reserves the right to suspend or terminate use of the Service in Bank's sole discretion if Bank suspects Company of violating this Agreement, or applicable law or are otherwise engaging in fraudulent or other illegal conduct.

Company may submit request for payment messages by agreeing to a separate Bank agreement. No action by Company is necessary to accept a request for payment message and send funds to the Receiver. As a Sender, Company may send a payment or respond to a request for payment by accepting the request and sending payment in an amount Company designates to the payee Receiver. By sending a HIP payment or by responding to a request for payment by accepting the request, Company irrevocably and unconditionally authorizes Bank to debit Company's account immediately on the payment date for the amount and to transfer that amount to the payee Receiver.

Payments are settled within seconds of transmission by the Sender and are irrevocable and cannot be reversed. Transaction limits may be applied and changed in Bank's sole discretion and in accordance with the RTP Operating Rules. Payments are also subject to sufficient funds.

Fees are found in the Business Account Charge applicable to the account utilized for HIP.

Company is not obligated to accept a payment or message that is sent via HIPs. Company may contact Bank at (800) 480-2265 to reject HIP transactions. A Sender may request a return of funds, and Bank may contact Company if Bank receives such a request. Company Receivers will be charged as indicated on the applicable Business Account Charges Form.

HIP transactions may fail or otherwise be delayed for review under certain circumstances, including but not limited to the following:

- There are insufficient funds available in the Sender's account or the request exceeds transaction limits.
- A request appears fraudulent or does not comply with the terms of this Agreement or other risk, regulatory or compliance

issues related to the request.

- The HIP request has been rejected or ignored.
- An account is not eligible for HIP or is closed or otherwise unable to send or accept funds.
- HIP is unavailable.
- Senders will receive notice if a Service request fails. Receivers will not receive notice of a Service request Failure.

Company should only respond to request for payment messages to make payments to trusted individuals and businesses that Company knows and can verify. Before accepting a request for payment, Company should verify that the request relates to a payment that Company is expecting to make to a known individual or business. It is Company's responsibility to verify the accuracy of the information before sending payment. If Company receives a request from an individual or business that is not recognized, please reject the payment. DO NOT respond to the request for payment or contact the request for payment Sender in order to cancel the message. Contact Bank at (800) 480-2265 if Company declines participation in HIP. Bank may assist in the rejection of a payment, but Bank will have no liability for its failure to do so. **If Company sends a payment to an individual or business that Company does not know or recognize, or Company does not verify the identity and legitimacy of a payment request by an individual or business and asks for payment, Company may lose those funds.**

A Sender may request that a Receiver return funds, but the Receiver is not obligated to return funds, even if Company sent an incorrect amount or to someone other than the intended Receiver because Company incorrectly entered the Receiver information. If Company wishes to request that a Receiver return a HIP payment, contact Bank at (800) 480-2265. If Bank receives such a return request, Bank may attempt to contact Company but will have no liability for failure to do so, or failure to resolve any dispute. Bank's sole obligation is to transmit HIP transactions. Bank cannot guarantee that funds will be returned and has no obligation to make any effort to recover funds. Any dispute between a Sender and Receiver must be resolved directly between the Sender and Receiver. **Bank is not liable for any dispute between a Sender and Receiver.**

RTP® is a registered service mark of The Clearing House Payments Company L.L.C.

Brokerage Accounts

Securities products and services are offered through Huntington Securities, Inc. ("HSI"), a broker-dealer registered with the U.S. Securities and Exchange Commission ("SEC") and member FINRA and SIPC. HSI is an affiliated entity of Bank and a wholly owned subsidiary of Huntington Bancshares Incorporated. Business Online may permit you to retrieve and view account data for your investment accounts available within Business Online and any other accounts linked to them, including the ability to view third-party account information. However, any investment account that you maintain is a separate service and any action that you take with respect to any such account is subject to separate terms and conditions.

By accessing and using Business Online, you represent that you are authorized to have viewing access to any account that you access. The data displayed through Business Online is for information purposes only. No information made available through Business Online constitutes a solicitation, offer or recommendation to enter into any transaction and is provided with the understanding that neither Bank, HSI, their employees, their licensors, their respective affiliates nor any other third party is engaging in rendering accounting, legal, tax, technical or other professional advice or services, or endorsing any third-party product or service. Any use of this information should be made only in consultation with a qualified and licensed professional who can take into account all relevant factors and desired outcomes in the context of the facts surrounding your particular circumstances.

Investment products: ARE NOT A DEPOSIT • ARE NOT FDIC INSURED • ARE NOT GUARANTEED BY THE BANK • ARE NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • MAY LOSE VALUE

INVESTMENT PRODUCTS ARE: NOT INSURED BY THE FDIC • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, THE HUNTINGTON NATIONAL BANK OR ANY OF ITS AFFILIATES • SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED

Provisions Specific to Covered Entities

If Company has agreed to the Business Associate Addendum or Agreement in connection with Company Transactions, Company warrants that Company has not and will not create Authorized Users who are not employees of Company. If Company breaches the foregoing sentence, then Bank is not responsible or liable for disclosure of Protected Health Information (as defined in 45 CFR § 164.501) to third parties, notwithstanding the Business Associate Addendum or Agreement.

System Requirements

Company must obtain or have the appropriate software that Bank deems necessary and appropriate to access Business Online, 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 into Business Online. Company must be aware of the latest phishing, pharming or similar scams, and Company is solely responsible for any loss, liability or damage relating to such scams. If applicable, Company authorizes Bank to store other user identifications and passwords of Company and

authorizes Bank to log onto other web pages or networks on Company's behalf so that Company may conduct Transactions. Company is solely responsible for the timeliness and accuracy of the information contained in the other web pages or networks, as well as the Transactions performed via such web pages or networks. Company is responsible for obtaining and maintaining Company's communication link to Business Online 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 is responsible for obtaining, installing, maintaining and operating all hardware, software, and Internet access services necessary and appropriate to access Business Online.

Security Procedures: Your Obligations

SSO Information, Log-on Information and additional verification that Bank may require to gain access to Business Online or specific products is referred to as the "security procedures". By entering into this Agreement and using Business Online, Company agrees to comply with all of Bank's security procedures with respect to Transactions and services covered by this Agreement. Bank's security procedures are contained in this Agreement and in other written procedures the Bank may provide to Company, whether via a writing or in Business Online. Company acknowledges receiving a written or electronic copy of Bank's current security procedures, as found in this Agreement and/or in Business Online. Company agrees that Bank's current security procedures are commercially reasonable in the context of Company's operations. Bank may at any time change the security procedures. Bank 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 Bank's rights. Company agrees to give all of Bank's security procedures the highest level of confidentiality and to ensure that SSO Information, Log-On Information and AU Log-On Information is not used by or accessible to anyone other than the Administrator or Authorized User to whom they were issued. Company agrees that the security procedures are designed to prevent unauthorized access and not to detect errors in transactions. Notwithstanding any security procedures, which may from time to time be in effect for selecting errors in Transactions covered by this Agreement, Bank shall have no duty to discover or report to Company any such errors. Neither shall Bank be liable to Company for the failure of such security procedures to detect such errors, regardless of the manner in which Bank applies such security procedures.

Confidentiality

You understand that as the Company, you are responsible for maintaining the confidentiality of passwords and accounts, including the setting up of SSO and the configuration of Third-Party Services. Company represents that it has the requisite expertise to evaluate the suitability of the SSO feature and it has in fact undertaken its own investigation of the suitability of the feature for the Company's purposes and it has relied upon its own skill and judgement in enabling SSO for its business purposes in accordance with and subject to this Agreement. We will not be liable if Company sets up SSO and an unauthorized person gets access to Business Online as a result of, or in connection with the integration with the Third-Party Service.

Access Rights

We will make available SSO to Company in accordance with these our Customer Criteria for Onboarding SSO, and grants to Company a limited, non-sublicensable, non-exclusive, non-transferable right to allow its selected Administrators and/or Authorized Users to access and use SSO in accordance with the SSO documentation, solely for Company's business purposes.

Transactions

Business Online allows Company to (i) access account information and generate reports from that information via the Internet or (ii) make use of or obtain the Bank's other current and future services via Business Online, including but not limited to Bank's Bill Pay Service (collectively referred to as "**Transactions**"). The Bank may change from time to time the accounts that may be accessed by use of Business Online. Bank may also change from time to time what Transactions will be available to each account. Bank reserves the right, in its sole discretion, not to accept requested Transactions for any reason. All Transactions are subject to Bank's verification. Bank assumes no responsibility for advising Company that requested Transactions have not been made. Bank may without notice limit the number of daily Transactions, or type of Transactions, and impose amount limits on Transactions. Transactions under this Agreement may be subject to: (i) any Transactions limitations applicable to the account(s) with respect to which Transactions is made; and (ii) any rules or guidelines of payment networks.

Company agrees the Administrator(s) or Authorized User(s) are authorized to separate or untie consolidated periodic statements of any account so that a periodic statement reflects the transaction activity of only one account, as opposed to multiple accounts' transaction activity on one periodic statement. Further, the Administrator(s) or Authorized User(s) are each authorized to suppress the paper periodic statements so that Company receives electronic periodic statements, and Company agrees to be solely liable for any loss resulting from the separation and suppression.

Business Online and Other Services

Prior to the implementation of Business Online, Company will execute and deliver to Bank such documentation as Bank deems necessary, including, but not limited to, signature cards, corporate resolutions that appoint Authorized Representative(s), and evidence of corporate authority Company may access Payment Center, Foreign Exchange ("**FX**") and additional Treasury Management or Commercial Banking services or functionality (the "**Services**") through Business Online to conduct Transactions. Company acknowledges and agrees that Business Online provided by Bank will be subject to, in addition to this Agreement: (i) any set-up sheets or authorization forms attached to this Agreement; and (ii) the provisions of any applicable software license agreement(s) governing any aspect of Bank's relationship

with Company, whether or not executed by Company. For additional Services, Bank may require an executed Services Agreement completed by Company's duly authorized party or parties in order to make certain Services available to Company (the "**Services Agreement**"). In addition, Business Online will be subject to all and applicable federal, state and local laws and regulations. The Business Deposit Account Agreement applies to Company's deposit accounts. To the extent that this Agreement is in conflict with the Business Deposit Account Agreement, or any other incorporated item, including the Services Agreement, this Agreement will control with regards to electronic access and use. Also, the terms of any other agreement with Bank related to Transactions initiated via Business Online (including but not limited to treasury management services such as ACH, Wire Transfer, or Visual Lockbox, as well as Payment Center, FX Exchange, and other Services) still apply. To the extent that any issue arises due to Business Online, this Agreement controls, and all other issues shall be governed by the terms of any other agreement with Bank related to the Transactions initiated via Business Online (including but not limited to the Treasury Management Services Agreement, any bill pay service, payroll services, etc.). If Company is connected to another system or network via Business Online, then Company also agrees to be bound by the terms and conditions imposed by any other network or system.

III. BILL PAY

As part of Business Online, Company may have access to Bank's Bill Pay Service ("**Bill Pay**"). If Company enrolls in or utilizes Bill Pay, this Section III applies.

Bill Pay Funding Accounts

A Bill Pay "**Funding Account**" is a qualifying checking account, not used for consumer purposes, with Bank from which Company may make payments using Bill Pay. Company must be a named owner of the account in Bank's records for the checking account to qualify. If Company's Bill Pay Funding Account contains a multiple signature requirement, Company waives any multiple signature requirement (unless Bank requires it) and releases Bank from any liability if Bank processes transactions through Bill Pay despite the multiple signature requirement. All of the qualifying accounts in Company's profile with Bank will be available as Bill Pay Funding Accounts. Within Bill Pay, Company may designate the default account that will automatically be used as the Bill Pay Funding Account.

Designating Payees

Company must designate the persons or entities that Company wants to pay through Bill Pay (each a "payee"). This can include the Bank for payments to the Bank. It can also include Company if Company wants to make payments to accounts in Company's name with Bank or other financial institutions. However, payments to individuals or entities outside the United States of America are not permitted except for payments to individuals or entities in Puerto Rico or the U.S. Virgin Islands; payments to individuals or Company entities in a foreign currency are not permitted; and tax payments or court ordered payments are not permitted. Finally, Bank has the right to refuse to allow Company to designate any other particular payee or class of payees. Company must give Bank any account numbers or other identifying information that Bank or a payee requires so that Company's payments can be properly credited. If any account number or identifying information changes, or if Company wants to add or delete payees or other accounts with Bank, Company must provide Bank with such changes within Bill Pay.

Bill Pay Transactions

Company, through its Administrator or Authorized User, can instruct Bank via Bill Pay to perform the following transactions:

- Make individual payments or preauthorized recurring payments from a Bill Pay Funding Account to payees Company has designated in accordance with this Agreement.
- Obtain information that Bank makes available about qualifying accounts.
- Obtain other services or perform other transactions that Bank authorizes or allows.

Bank may introduce or offer new or additional services from time to time in connection with Bill Pay. By using these new services after they become available, Company agrees to be bound by all the terms and conditions that apply to those services.

Preauthorized Recurring Payments

Company authorizes Bank to establish preauthorized recurring payments in accordance with the requests Company makes for Bank to do so. Bank will only allow preauthorized recurring payments to a particular payee that do not vary in amount.

Communications Link and Company Equipment

It is Company's sole responsibility to obtain and maintain its communications link, whether by online, software, or telephone access, to Bill Pay 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 is solely responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary to utilize Bill Pay.

If Bank gives Company any software to use in connection with Bill Pay, Bank does so on an "as is" basis from the vendor who provides it to Bank.

Limits On Bill Pay Transactions

Company must have enough available money or credit in any Bill Pay Funding Account from which Company instructs Bank to make a payment. All payments must be in U.S. Dollars. For security reasons, Bank may implement limits on the number or amount of transactions Company can make using Bill Pay. Bank also reserves the right to limit or suspend access to Bill Pay as Bank deems necessary for security reasons. Bank may also limit access from countries other than the United States of America.

When Bill Pay Payments Are Made

Payments are not final at the time Bank receives Company' instructions, but Bank will begin to process the payments promptly. Bank will send payments either electronically or by mailed check. Payment method (electronic or mailed check) usually depends on the payee's determined method of receiving payments. Bank will indicate within Bill Pay if Bank will send the payment electronically or by mailed check. Also, Bank may change the method by which Bank will send a payment to a payee (i.e., Bank may initially send a payment by mailed check and subsequently send a payment to the same payee electronically and vice versa). Unless required by law, Bank will not provide Company notice of such change.

The "**Send On**" date is the date that Company instructs Bank to send payment. The funds for the payment will be deducted from the Bill Pay Funding Account on the Send On date entered.

The "**Deliver By**" date is the date Bank anticipates the payment will be delivered to the payee that Company has designated. When Company attempts to choose a Send On date, Bill Pay will determine the earliest available Deliver By date taking payment method (electronic or mailed check) and weekend/federal holidays into consideration.

If Bank sends the payment by mailed check, Company should allow at least five (5) business days for payees to receive payments. This means that Company should choose a Send On date that is at least five (5) business days before the date the payment is actually due, not the late date and/or grace period end date. If Bank sends the payment electronically, Company should allow at least two (2) business days for payees to receive Company's payments. This means that Company should choose a Send On date that is at least two (2) business days before the date the payment is actually due, not the late date and/or grace period date.

Regardless of payment methods, once Company chooses a Send On date, Company will be informed of the earliest available Deliver By date. Please remember while Bank anticipates that most payments will be delivered by the Deliver By date, there may be circumstances beyond Bank's control that may result in some transactions taking longer to be credited by the payee to Company's payee account. For example, mailed checks could be lost or delayed by the U.S. Postal Service. Also, Bank cannot predict the exact date that a payment will be posted by the receiving payee as payees may not immediately record a payment when it receives a payment from Bank.

Bank may permit Company to create a memo line for payments, and the character limit for the memo line will be listed within Bill Pay, which Bank may change from time to time without giving Company notice of such change. If Bank sends the payment electronically or by some other means, Bank may store the memo line in Bill Pay for Company, but Bank will not send the memo line to the payee. If Bank sends the payment by mail, Bank may send the memo line to the payee. Company agrees not to use any obscene, lewd, or harassing language in any memo line, and Company agrees that Bank may delete any such language as determined in Bank's sole discretion. Each payment Company initiates on a non-banking day, or after Bank's Bill Pay cut-off time on any banking day, will be considered initiated on the following banking day. Company can view transaction cut-off times within Business Online or the applicable service. To the extent the automated clearing house ("ACH") network is used to facilitate your Bill Pay payments (typically, payments sent electronically), you agree to be bound by the National Automated Clearing House Rules. Further, you agree no Bill Pay payment will violate or violates any U.S. law.

Stopping or Changing Payments

If Company wants to stop or change payments Company has instructed Bank to make, Company must notify Bank before Bank has started processing the payment. This applies to both individual payments as well as preauthorized recurring payments. The typical way to do this is for Company to access the appropriate function in Bill Pay prior to the cut-off time on the day the payment is scheduled to be made, and either delete it or make the change. Company may also call the Bank at 1-800-480-BANK (2265) or write to Huntington Bill Pay (EA4W26), P.O. Box 1558, Columbus, Ohio 43216, or by using any electronic stop payment method which Bank provides for this purpose. If Company calls or writes, Company must do so in time for Bank to receive Company's request three (3) business days or more before the payment is scheduled to be made. If Company calls, Bank may also require Company to put its request in writing on paper and get it to Bank within fourteen (14) days after Company calls. All payees may be compared against the Office of Foreign Asset Control's ("OFAC") Specially Designated National ("SDN") list or any other list compiled by the U.S. Treasury's OFAC. If any payment is made to a payee who is a match or a potential match (as determined by Bank) to the SDN list or any other list compiled by the U.S. Treasury's OFAC, Bank may place a stop payment on any of those payments sent by mail.

Statements

Company's Bill Pay payments will be indicated on the monthly statements Bank provides or makes accessible to Company for the accounts with Bank that are involved in processing the payment. Bank may also provide or make accessible to Company statement information

electronically or by some other means. Company agrees to notify Bank promptly if Company changes its address or if Company believes there are any errors or unauthorized transactions on any statement or in any statement information.

Notice of Incomplete Transactions

Company agrees to notify Bank promptly if Company receives notice from a payee or other institution that a payment Company made through Bill Pay has not been completed or remains unpaid.

Payments Involving Insufficient Funds

If Company instructs Bank to make a payment and Company does not have a sufficient balance in the Bill Pay Funding Account from which Company is making the payment (including available credit under any overdraft line), Bank may refuse to complete the payment. Bank may do this even if there are sufficient funds in other Bill Pay Funding Accounts other than the one Company was using to make the payment. If Bank completes a payment that Company makes or authorizes and Bank subsequently learns that Company has insufficient funds for the payment in the account from which the payment is made, Company agrees that Bank may reverse the transaction or offset the shortage with funds from any other account Company has with Bank. In any case, Company is fully obligated to Bank to provide sufficient funds for any payments Company makes or authorizes.

If Bank does not make a payment, or if Bank reverses a payment, because of insufficient funds, Bank is not required to make any further attempt to process the payment or to notify Company that the payment has not been completed. Company may be liable for a non-sufficient funds fee under the terms governing the deposit account from which Company made, or attempted to make, the payment.

RIGHT TO DETERMINE PAYMENT METHODS

BANK RESERVES THE RIGHT TO DETERMINE HOW BILL PAYMENTS ARE MADE. BILL PAYMENTS MAY BE SENT AS AN ELECTRONIC TRANSFER, WHICH MAY BE MADE USING A VARIETY OF PAYMENT RAILS, INCLUDING BUT NOT LIMITED TO ACH, RTP®, CARD-BASED PAYMENTS, OR DIRECT BILLER TRANSFER (EACH, AN “**ELECTRONIC PAYMENT**”) OR SENT AS A PAPER CHECK. BILL PAYMENTS ARE MADE TO PAYEES FROM BANK’S ACCOUNTS WITH FUNDS FROM COMPANY’S DESIGNATED FUNDING ACCOUNT. BILL PAYMENTS SENT AS ELECTRONIC PAYMENTS MAY ALSO BE SENT USING SINGLE-USE VIRTUAL CREDIT CARDS THAT ARE ISSUED TO BANK. WHEN A SINGLE-USE VIRTUAL CREDIT CARD IS USED TO MAKE A PAYMENT, COMPANY ACKNOWLEDGES THAT BANK MAY EARN INTERCHANGE FEES AS PART OF THE TRANSACTION. YOU MAY OPT OUT OF SINGLE-USE VIRTUAL CREDIT CARD PAYMENTS BY CONTACTING US.

IV. GENERAL TERMS

Company's Duty to Review and Inspect

Company is responsible for promptly reviewing and inspecting all Transactions performed by Administrator and Authorized Users. Company agrees to immediately notify Bank by telephone during Banking Days (i) if any SSO Information and/or Log-on Information has been lost, stolen, misused, misplaced or improperly disclosed, (ii) if money is missing from or erroneously added to any account, (iii) if a statement shows fraudulent activity; (iv) if there has been a breach of security; or (v) of any unauthorized Transactions by Administrator or Authorized User. Company agrees that Bank will not be liable for any losses resulting from Company’s failure to give such notification. Bank assumes no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of SSO Information, Log-On Information or AU Log-On Information by Company, Administrator, Authorized User, or any of Company’ employees, agents or representatives.

Additional Restrictions

Business Online is only intended for use by individuals who reside in the United States of America.

Personal Information Collection and Use Notice

Huntington informs individuals about the categories of personal information to be collected from them as well as the purposes for which the personal information is used. Huntington collects the following categories of personal information from individuals: behavioral (e.g., purchase history, leisure activities and interests, shopping preferences, inferences); contact and biographical (e.g., first name, last name, maiden name, mailing address, phone number; email address, date of birth); demographic (e.g., household information); employment (e.g., occupation, job title); financial (e.g., account number, transaction history, credit history, credit score); government-issued identifiers (e.g., social security number, driver’s license number, passport number); location (e.g., geolocation); medical and health (e.g., health insurance account number, medical payment information); payment card (e.g., credit/debit card number, expiration date, card verification number); protected classifications (e.g., racial or ethnic origin, legal status); unique persistent identifiers (e.g., IP address, cookies, login credentials, biometric information); and user activity (e.g., information regarding interaction with Huntington websites, call logs, content of emails, and text messages with Huntington colleagues). Huntington collects the following categories of sensitive personal information from individuals: sensitive identification numbers (e.g., social security number, driver’s license number, passport number); access or log-in credentials (e.g., account log-in or financial account number in connection with password, security code, or access code); precise geolocation; racial or ethnic origin; religious or philosophical beliefs; biometric data; and health information.

Huntington collects and uses personal information for the following purposes: to provide, maintain, and/or service an account; to improve and/or develop our services and products; for marketing purposes; for data analytics or internal research purposes; for debt collection purposes; to comply with legal and regulatory requirements and guidance; for fraud prevention or account security purposes; and to manage customer concerns and complaints.

Huntington stores personal information in a system of record and has retention requirements associated with those records. Huntington retains personal information to comply with legal obligations; to help to ensure security and integrity; to enable uses that are reasonably aligned with the expectations of the individual based on the individual's relationship with Huntington and compatible with the context in which the consumer provided the information. Aside from service providers and contractors, Huntington does not permit third parties to control the collection of personal information.

For more information about Huntington's privacy practices and how Huntington uses personal information it collects and receives, please visit [Huntington's Online Privacy Policy](#). Some individuals may have additional rights as outlined in our [State Data Privacy Rights Notice](#).

By enabling SSO to access Business Online, Company consents to Huntington providing certain information to the Third-Party Identity Provider and granting the Third-Party Identity Provider permission to access or otherwise process such information as described in the SSO documentation, for the purposes of enabling SSO. You acknowledge that your use of such services from the Third-Party Identity Provider is governed solely by the Terms and Conditions and Privacy Policy of such Third-Party Identity Provider. Huntington does not endorse, is not liable for, and makes no representations as to the Third-Party Service, or the manner in which such Third-Party Service uses, stores, or processes your data.

WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, CLAIMS, ACTIONS, OR PROCEEDINGS OF ANY KIND OF WHATSOEVER (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) IN RESPECT OF ANY MATTER OF WHATEVER NATURE AND HOWSOEVER ARISING (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) IN CONNECTION WITH (I) ANY BREACH BY ADMINISTRATOR AND/OR AUTHORIZED USER OF ITS OBLIGATIONS, REPRESENTATIONS, WARRANTIES AND/OR UNDERTAKINGS UNDER THE TERMS AND CONDITIONS AND PRIVACY POLICY OF SUCH THIRD-PARTY IDENTITY PROVIDER, (II) ANY USE OR INABILITY TO USE THE SSO, (III) ANY MALFUNCTIONS, ERRORS, DEFECTS OR OTHER NON-FUNCTIONALITY OF THE SSO, (IV) ANY UNAUTHORIZED ACCESS AND/OR USE OF THE SSO, (V) ANY RELIANCE ON OR ANY ACTION TAKEN BY ADMINISTRATOR AND/OR AUTHORIZED USER AS A RESULT OF IT ACTING UPON ANY SSO INSTRUCTIONS FROM SUCH THIRD- PARTY IDENTITY PROVIDER, AND (VI) ANY OTHER MATTERS ARISING FROM OR IN CONNECTION WITH YOUR ENABLEMENT OF SUCH THIRD-PARTY SERVICE. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY CHANGES TO OR DELETION OF YOUR DATA AS A RESULT OF, OR IN CONNECTION WITH THE INTEGRATION WITH THE THIRD-PARTY SERVICE.

Recording

Company agrees that Bank may record and retain any telephone conversations Company has with Bank regarding Business Online, as well as Company's use of Business Online through the Digital Properties. However, Bank is not obligated to do so and may choose not to in its sole discretion.

Indemnification

Company will indemnify and hold Bank harmless from all claims made, asserted, or threatened by any person (whether an individual or entity) that is not a party to this Agreement and all related liabilities, losses, damages, costs, and expenses of any kind which may be incurred by the Bank relating to or arising out of this Agreement; provided, however, that Bank will have no right to be indemnified hereunder for its own bad faith or willful misconduct as determined by a court of competent jurisdiction.

COMPANY'S LIABILITY FOR TRANSACTIONS FROM COMPANY ACCOUNTS

COMPANY IS LIABLE FOR ALL TRANSACTIONS THAT COMPANY MAKES OR AUTHORIZES, EVEN IF THE PERSON COMPANY AUTHORIZES EXCEEDS COMPANY'S AUTHORITY, INCLUDING BUT NOT LIMITED TO TRANSACTIONS BY ADMINISTRATORS, AUTHORIZED USERS OR A COMPANY REPRESENTATIVE. IF COMPANY, ITS ADMINISTRATOR(S), AUTHORIZED USER(S) OR A COMPANY REPRESENTATIVE HAS GIVEN SOMEONE COMPANY'S ACCESS CODES AND WANTS TO TERMINATE THAT PERSON'S AUTHORITY, COMPANY MUST NOTIFY BANK THAT TRANSACTIONS BY SUCH A PERSON ARE NO LONGER AUTHORIZED. BANK MAY HAVE TO CHANGE COMPANY'S ACCESS CODES OR TAKE ADDITIONAL STEPS TO PREVENT FURTHER ACCESS BY SUCH PERSON. BANK'S SYSTEM IS DESIGNED SO THAT IT MAY BE OPERATED ONLY UPON ENTRY OF VALID ACCESS CODES. SINCE BANK CONDITIONS ACCESS UPON ENTRY OF VALID ACCESS CODES, BANK WILL ACCEPT INSTRUCTIONS FOR TRANSACTIONS FROM ANY PERSON USING VALID ACCESS CODES. THIS IS SO EVEN IF THE PERSON OBTAINING ACCESS:

- IS NOT AN ADMINISTRATOR, AUTHORIZED USER OR COMPANY REPRESENTATIVE.
- EXCEEDS COMPANY'S AUTHORITY OR THAT GRANTED BY ANY ADMINISTRATOR, AUTHORIZED USER OR COMPANY REPRESENTATIVE.
- DOES NOT HAVE COMPANY'S AUTHORITY.

- HAS HAD HIS/HER AUTHORITY CHANGED OR REVOKED.
- IS AN IMPOSTER OR THIEF.

COMPANY AGREES TO BE BOUND BY ALL TRANSACTIONS FROM ANY COMPANY ACCOUNT FOR WHICH VALID ACCESS CODES WERE USED. COMPANY AUTHORIZES BANK TO TREAT ANY INSTRUCTIONS BANK RECEIVES USING VALID ACCESS CODES AS IF THE INSTRUCTIONS HAD BEEN MADE IN WRITING AND SIGNED BY THE APPROPRIATE COMPANY REPRESENTATIVE. UNLESS THERE IS SUBSTANTIAL EVIDENCE TO THE CONTRARY, BANK'S RECORDS WILL BE CONCLUSIVE REGARDING ANY ACCESS TO, OR ACTION TAKEN THROUGH, BUSINESS ONLINE. NOTWITHSTANDING THE FOREGOING, BANK AGREES THAT COMPANY WILL NOT BE RESPONSIBLE FOR TRANSACTIONS WHICH OCCUR AFTER COMPANY HAS NOTIFIED BANK TO BLOCK THE ACCESS CODES THAT WERE USED TO PERFORM THE TRANSACTION, AND BANK HAS HAD A REASONABLE OPPORTUNITY TO ACT. THUS, THE SOONER COMPANY NOTIFIES BANK OF A PROBLEM, THE BETTER COMPANY CAN MINIMIZE ITS LOSSES. COMPANY AGREES TO PROMPTLY EXAMINE ALL TRANSACTIONS REPORTED BY BANK, ACCOUNT STATEMENTS AND ANY CONFIRMATIONS OF PAYMENTS WHICH BANK OR OTHER BANKS MAY SEND OR MAKE AVAILABLE TO COMPANY ELECTRONICALLY OR OTHERWISE, AND TO PROMPTLY NOTIFY BANK OF ANY DISCREPANCY OR ERROR. COMPANY AGREES TO CALL BANK AT 1-800-480-BANK (2265) OR WRITE BANK AT HUNTINGTON BILL PAY (EA4W26), P.O. BOX 1558, COLUMBUS, OHIO 43216 AS SOON AS COMPANY CAN, IF COMPANY IDENTIFIES A DISCREPANCY OR ERROR.

Limitation of Liability

BANK WILL ONLY BE RESPONSIBLE FOR ACTING ON INSTRUCTIONS THAT BANK ACTUALLY RECEIVES FROM COMPANY. BANK CANNOT ASSUME RESPONSIBILITY FOR ANY MALFUNCTIONS OR CAPACITY REDUCTIONS OR OTHER PROBLEMS IN COMPANY'S EQUIPMENT OR IN PUBLIC COMMUNICATIONS NETWORKS NOT UNDER BANK'S CONTROL THAT MAY AFFECT THE ACCURACY OR TIMELINESS OF TRANSACTIONS COMPANY PERFORMS. BANK'S ONLY LIABILITY IS TO CORRECT ERRORS WITHIN BANK'S CONTROL. BANK IS NOT RESPONSIBLE OR LIABLE TO COMPANY FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY THE BILL PAY SYSTEM. IN NO EVENT WILL BANK BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, DISHONOR OF CHECKS OR OTHER ITEMS OR EXPENSES WHICH COMPANY MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER OR NOT THE POSSIBILITY OR LIKELIHOOD OF SUCH LOSS, DAMAGE, OR EXPENSE IS KNOWN TO BANK.

BANK SHALL NOT BE LIABLE FOR TRANSACTIONS MADE WITH SSO INFORMATION, LOG-ON INFORMATION OR AU LOG-ON INFORMATION. COMPANY IS LIABLE FOR ALL TRANSACTIONS MADE WITH SSO INFORMATION, LOG-ON INFORMATION OR AU LOG-ON INFORMATION, EVEN IF A PERSON (I) AUTHORIZED BY COMPANY EXCEEDS HIS/HER AUTHORITY; (II) DOES NOT HAVE THE AUTHORITY OF COMPANY; (III) HAS HAD HIS OR HER AUTHORITY CHANGED OR REVOKED; OR (IV) IS NOT THE SAME PERSON AS THE AUTHORIZED USER OR ADMINISTRATOR. BANK SHALL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED BY YOUR VENDOR OR OTHER THIRD PARTY NOT RETAINED BY BANK. BANK'S LIABILITY HEREUNDER FOR INTEREST LOSSES WILL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK IN CLEVELAND, OHIO AND ANY SUCH COMPENSATION SHALL BE LIMITED TO THE AMOUNT OF INTEREST LOST FOR A PERIOD NOT EXCEEDING THIRTY (30) DAYS FOLLOWING COMPANY'S RECEIPT OF THE CONFIRMATION ADVICE, ACCOUNT STATEMENT OR WHEN BANK HAS OTHERWISE MADE SUCH INFORMATION AVAILABLE TO COMPANY (WHICHEVER COMES FIRST) LESS ANY INTEREST ACTUALLY EARNED ON THE FUNDS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BANK SHALL NOT BE REQUIRED TO ACT UPON ANY NOTICE OR INSTRUCTION RECEIVED FROM COMPANY OR ANY OTHER PERSON WITH RESPECT TO ANY MATTER.

Disclaimer of Warranties

COMPANY ACCEPTS BUSINESS ONLINE "AS IS" AND AS AVAILABLE. BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO BUSINESS ONLINE.

Fees

Company agrees to pay Bank the applicable fees for use of Business Online. Bank is authorized to charge the fees to Company's checking/demand deposit account(s) with Bank. Company shall be responsible for payment of all sales, use or excise, value added, utility or other similar taxes relating to Business Online, Bill Pay or any other Transactions.

Copyright, Patents, Trademarks and Other Intellectual Property Rights

Company acknowledges that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with Business Online and any versions thereof, including all documentation and instructions relating thereto, are and shall remain the sole property of Bank. Company shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership by Bank thereof. In the event that new inventions, designs or processes evolve in performance of or as a result of the use of Business Online, Company acknowledges that the same shall be the property of Bank, unless otherwise agreed in writing by Bank. Bank grants Company a limited, non-exclusive, non-transferable, royalty-free, revocable license to access and

use Business Online.

Company may be permitted to upload a logo, branding, or other material (collectively, "**Content**") to customize their Business Online experience. By providing such Content, Company agrees that Content does not infringe any copyright, trademark, patent, trade secret, or other proprietary right of any party. Company further agrees that by providing such Content Company grants to Bank a perpetual, exclusive, transferable, royalty-free license to use, modify, display, distribute, and create new material using such Content in order to customize Company's Business Online experience. Although Bank has no obligation to monitor any Content, Bank has absolute discretion to remove Content at any time and for any reason without notice.

Events Beyond Bank's Control

Bank will not be responsible or liable and will be excused for any (i) loss of information, (ii) errors and delays in transmission, (iii) processing of Company Transactions, (iv) damage, (v) cost, (vi) loss, or (vii) liability arising out of causes beyond its control, including but not limited to, strike, lockout, war, pandemic or epidemic, lack of energy, computer malfunction including but not limited to computer viruses, riot, insurrection, fire, acts of God, governmental acts or regulations, causes beyond its control, or other causes not covered by insurance. Bank 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 Bank, Bank will only be responsible to use its best efforts to correct any such errors or resume transmissions of information required to be made by Bank as soon as reasonably possible.

Termination of Service

Bank reserves the right to terminate this Agreement at any time without notice to Company. Company may terminate this Agreement at any time by notifying Bank during Banking Days, immediately destroying SSO Information, Log-on Information and AU Log-on Information, and no longer using Business Online.

Severability

If any provision of this Agreement 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.

Survival

All warranties, indemnities, confidentiality requirements, representations, acknowledgments and understandings will survive the performance and termination of this Agreement.

Governing Law

This Agreement is governed by the law of the State of Ohio, and to the extent applicable federal law. Company hereby submits to the jurisdiction of Ohio courts, and waives any objection to venue with respect to actions brought in such courts.

Complete Agreement

This Agreement and any related set-up forms, each of which is incorporated in this Agreement by this reference (collectively the "**Service Documents**"), constitute the entire agreement between Company and Bank with regard to Business Online and Bill Pay. Any representations, promises or conditions in connection therewith not set forth in the Service Documents or in a writing signed by all affected parties will not be binding. In the event performance of Business Online in accordance with the Service Documents would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, then the Service Documents will be deemed amended to the extent necessary to comply with such statute, regulation or policy.

Modification

Bank reserves the right to modify this Agreement at any time at its sole discretion without the consent of or notice to Company unless required by law. Except as otherwise provided in this Agreement or as otherwise stated in the notice (if sent), any modification by Bank will be effective when Bank sends notice to Company. Our notice may be provided via in-product messaging or email to Company's email address on file with us. By agreeing to our modified Agreement or using Business Online after you receive notice that the Agreement has been modified, you agree to the terms of the modified Agreement. If you do not agree to the terms of this Agreement or any modified Agreement, you are not authorized to use Business Online. Except as otherwise provided in this Agreement, Company may only modify this Agreement with the signed written consent of Bank.

Assignment

Bank may at any time assign or delegate its rights or duties under this Agreement. Company may not assign its rights or obligations under this Agreement in any way without the prior written consent of Bank. No other person or entity is deemed to be a third party beneficiary of this Agreement or any of the Business Online services.

Notices

Except as otherwise provided in this Agreement, all notices from Bank will be effective when Bank (i) makes available such notice through Business Online; (ii) emails notice to Company's email address on file with us; or (iii) mails or delivers such notice to the last address Bank has for Company in Bank's records. If more than one email address or mailing address exists, Bank may email or mail or deliver such notice to any of the email or mailing addresses of Company given to Bank by Company.

Authorization

Company warrants and represents that (i) Company is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (ii) there are no provisions of any law, or any Certificate of Incorporation or By-Laws, or any agreement of any kind, nature or description binding upon Company which prohibits Company from entering into or performing under this Agreement; (iii) Company's execution and performance of this Agreement has been duly authorized; (iv) that this Agreement is a binding obligation of Company; (v) the person entitling or instructing Bank to entitle persons at Company to perform Transactions in Business Online is authorized to entitle such persons, (vi) each Authorized User who performs Transactions in Business Online is authorized to perform such Transactions, (vii) all accounts accessible pursuant to this Agreement were established only for business purposes; and (viii) the Transactions performed on these accounts will only be for business purposes. Company will be deemed to repeat all of the foregoing warranties and representations each time Company performs Transactions or uses Business Online under this Agreement. If Company requires more than one signature on any signature card or corporate resolution with Bank, Company waives any such multiple signature requirement for Transactions initiated via Business Online. Bank will be entitled to rely on any written notice or other communication believed by it in good faith to be genuine, and any such communication will be deemed to have been authorized by such person.

Attorneys' Fees

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

Acceptance

Company accepts and agrees to all of the provisions of this Agreement by (i) physically signing Bank's signature card or other form; (ii) electronically assenting to this Agreement Company; or (iii) using Business Online and/or Bill Pay to perform any Transactions. If Company does not accept (i.e., rejects) the provisions of this Agreement, Company will immediately cease use of Business Online. Please print or save this Agreement for your records.