

Commercial Card Account Agreement

This Commercial Card Account Agreement is Company's contract with Huntington. It governs Company's use of the Account and any Cards and related services. The accompanying Fee Schedule and various other addendums and attachments and other documents referenced herein are part of this Agreement.

Pursuant to this Agreement, Huntington will provide Company with an Account that can be accessed by Mastercard branded Cards. The Cards will be used to access any or the entire available credit limit for the Account. Upon approval, Company also may use the Account to access Huntington's Integrated Payables service. Huntington will also provide access to online systems and tools that can be used to manage the Account.

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"Integrated Payables" means the service accessed by Company through the designated online interface in order to initiate payments in the form of check, ACH or Virtual Card.

"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.

"TM Services" means the services offered under the Treasury Management Services Agreement. TM Services include Business Security Suite, ACH and other services. In order to use the Integrated Payables service offered herein, Company must enter into a Treasury Management Services Agreement with Huntington.

"Virtual Card" is a means of access that Company or Authorized Users can use to complete transactions in situations where a physical Card is not required.

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; and, (d) this Agreement is a binding obligation of Company. Huntington 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 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 Company. However, Company must submit a request to Huntington to create any and all Department Cards. Each cardholder, or person who has the ability to use a Department Card, 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 Authorized User 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 Authorized User access.

Huntington may allow Company to establish Virtual Cards under the Account. Cash advances are not permitted on Virtual Cards. Virtual Card transactions may be made at the direction of one or more Authorized Virtual Card Representatives of Company in accordance with this Agreement. The Authorized Virtual Card Representative(s) of 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

compatibility with Huntington's software and equipment. Huntington shall initiate the payments for Virtual Card and ACH payments in accordance with this Commercial Card Account Agreement, the Huntington Commercial Card Rebate & ACH Authorization and the TM Services. In order to process check payments, a test payment file, digital signature, and the Client Information Sheet that includes fixed text to be used in the free form area of the check must be completed and sent to Huntington at least 30 days prior to the requested production date in order to perform programming and set up.

When Huntington prints and mails checks to payees, Huntington will use the data supplied by Company. Checks will be printed on typical commercial check stock in the commercial check layout and will be mailed in standard #10 business envelopes. All payees may be compared against the Office of Foreign Asset Control's ("OFAC") Specially Designated Nationals ("SDN") list or any other list compiled by OFAC or any United States government authority (taken together as "Government Regulators"). Huntington may stop payment on any check printed in which a payee is a match or a potential match to a person or entity named in the SDN list or any other list compiled by Government Regulators. Huntington will notify Company in the event Huntington stops payment on a check. All mailings will be sent by First Class mail, when applicable, at a discount postal rate. Huntington may unilaterally modify the fees charged hereunder at any time to account for postage rate increases as announced by the United States Postal Service. Check positive pay is a TM Services fraud protection product to be used in conjunction with check issuance. A "checks issued" file will be uploaded directly to an online interface provided by Huntington. Company will be responsible for reviewing and dispositioning any exceptions identified by the check positive pay service. Huntington will be responsible for the quality of the output of all mailings. Huntington will not be responsible for the integrity or accuracy of the data received from Company in order to generate such mailings. If Huntington determines that any address provided by Company is invalid or not in the proper format, the payment data will be returned to Company for address verification and correction.

The ACH, check positive pay, other fraud prevention services and other transactional services available to Company are further described in the Treasury Management Services Agreement, which upon execution by the parties becomes part of this Agreement.

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

Credit Limit and Liability; Pricing

Company may be assigned a credit limit for the Account. Company at its sole discretion may assign separate credit limits to each Card including Virtual Cards. 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 Over Limit 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.

Payment from the Demand Deposit Account

Company must maintain the Demand 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 monthly payments via another method,

for establishing and maintaining safeguards against unauthorized access to each 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

Integrated Payables Service

If Company or any Authorized User believes that someone is using the online interface, the Integrated Payables service (check and ACH payments) or Demand Deposit Account without permission, Company must notify Huntington immediately by calling (800) 480-4862. Huntington will accept reports of unauthorized transaction activity from the Authorized Business Representative or Program Administrator. **Unauthorized transactions must be reported immediately.** Company agrees to cooperate with Huntington on any investigations, including filing police reports or completing affidavits as necessary. Huntington reserves the right to immediately close any Account regardless of whether unauthorized activity has been reported by Company or not.

Huntington is not liable for any misuse of the service and any unauthorized transaction activity does not relieve Company from the obligation of paying any outstanding balance created by the Integrated Payables service. The TM Services Agreement contains additional terms and conditions which may apply.

Card

If Company or any Authorized User believes that someone is using a Card, including a Virtual Card, without permission, Company must notify Huntington immediately by calling (866) 643-4203. Huntington will accept reports of unauthorized transaction activity from the Authorized Business Representative, Program Administrator or cardholder on whose Card an unauthorized transaction appears. Unauthorized Card transactions must be reported within 60 days of receipt of the 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 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.

Fraud Alerts

Huntington provides Confirm It Fraud Alerts for the Cards. Confirm It is a free service that automatically notifies cardholders of suspicious activity on their Card via text, email and/or automated phone call. Cardholders will not be charged for Confirm It texts. Message frequency varies and depends on Card use. Mobile carriers are not liable for delayed or undelivered messages. For more information, call (866) 643-4203. Please note: Cardholders can opt out of Confirm It texts and/or automated phone calls at any time. Opting out applies to the Card. To opt out of receiving Confirm It texts after receiving a fraud alert, text STOP to 49847. By texting STOP to 49847, the cardholder agrees to one additional confirmation message stating that the cardholder has opted out and will no longer receive text messages from Huntington Confirm

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:

Steven Schmidt

Name

Finance Director

Title

P. O. Box 278

Address

Green, Ohio 44232-0278

City, State and Zip Code

Finance@cityofgreen.org

Email Address

330-896-6606

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
EA4C20
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.

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 transaction 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 (a) to set off 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 (b) to exercise its rights under any other agreement against any personal property of Company or of any other grantor with respect to which Huntington has been granted a lien or security interest ("Security Agreements") to secure Company's repayment of any indebtedness Company owes Huntington, including any amount Company owes Huntington under this Agreement; provided, however, in no event will Huntington exercise any rights and remedies against any real estate or real property;
5. Exercise rights and remedies under any guaranty against any guarantor of any indebtedness Company owes Huntington, including any amount Company owes Huntington under this Agreement ("Guaranties"); and
6. 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 service providers, affiliates and employees as necessary for the performance of their duties in connection with enforcing this Agreement, 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.

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 forth 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

Political Subdivision Addendum

"Company" means the following political subdivision, City of Green, 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 Ohio 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.

Authorized Virtual Card Representative
(Only required if using Virtual Cards)

Name of Authorized Person	Title	Email	Phone Number
Gerard Neugebauer	Mayor	Mayor@cityofgreen.org	330-896-6602

Company Name: City of Green

Authorized Signer (print): Gerard Neugebauer

Title: Mayor

Authorized Signature: _____

Date: _____

Huntington Commercial Card Rebate & ACH Authorization

(This page is required)

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

 X I hereby authorize Huntington National Bank to initiate debit entries to the Billing Account listed below as necessary for timely payment to Company's commercial Card Account.

OR

 I DO NOT authorize Huntington National Bank to initiate debit entries to a Billing Account as necessary for timely payment to Company's commercial Card Account.

 X I hereby authorize Huntington National Bank to initiate debit or credit entries to the Integrated Payables Account listed below as necessary for the Integrated Payables service. (Must be a Huntington Business Account)

Company agrees to honor NACHA Operating Rules as Receiver of these authorized debit entries and allow debits to be applied to Company's 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 and return payment/NSF fees. Any ACH credit return as a result of the account being closed may result in the forfeiture of the payment.

Rebate Account (Must be a Huntington Business Account):

Huntington Routing Number: _____

Huntington Account Number: _____

Billing Account:

Account Routing Number: _____

Account Number: _____

Integrated Payables Account (Must be a Huntington Business Account):

Huntington Routing Number: _____

Huntington Account Number: _____