

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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Definitions

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

“ACH” means Automated Clearing House. ACH is an electronic payment system governed by the National Automated Clearing House Association or NACHA. Company’s participation in the ACH payment system is acknowledgment and agreement to abide by the NACHA rules.

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

“Authorized Business Representative” means the individual(s) who (a) executed this Agreement or (b) would currently be authorized to execute this Agreement if the individual(s) who originally executed this Agreement are no longer employed by Company.

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

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

“Business Security Suite” means a set of fraud prevention tools offered in the TM Services.

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

“Client Information Sheet” means the information required by Huntington to create checks for payment.

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

“Company Program Administrator” or “Program Administrator” means the person or persons assigned by Company to manage the services provided by Huntington to Company under this Commercial Card Account Agreement. The Company Program Administrator will have the ability to perform all Administrative User functions and will have the ability to assign additional Administrative Users and also assign their rights to access and use any online interface as appropriate.

“Demand Deposit Account” means one or more checking/demand deposit accounts identified in the Huntington Commercial Card Rebate & ACH Authorization that Company maintains with Huntington for the settlement of payments pursuant to this Agreement and/or the processing of transactions pursuant to the Integrated Payables service. The Demand Deposit Accounts are subject to the Rules & Regulations for Business Accounts.

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

“Eligible Spend Volume” means net Card purchase volume (i.e. gross volume less credits, cash advances and ATM withdrawals) and is further described in the Commercial Card Account Agreement Rebate Addendum.

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

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

“Integrated Payables Web Portal Representative” means the person assigned by Company to manage Virtual Cards and the Integrated Payables service under the Account.

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

“Real Time Payments or RTP®” is an electronic payment system which is different and in addition to ACH. RTPs are governed by The Clearing House Payments Company, L.L.C. Company’s participation in the RTP payment system is acknowledgment and agreement to abide by the RTP Operating Rules. RTP is a registered service mark of The Clearing House Payments Company L.L.C.

“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 Company's Integrated Payables Web Portal Representative in accordance with this Agreement. The Integrated Payables Web Portal Representative will be provided with a unique User ID and password that will allow access to the online system (which is a separate system than that described later in this Agreement, which is utilized by the Program Administrator) that is used to create, modify and close Virtual Cards.

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

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

Foreign Card transactions will be added to the outstanding balance in US Dollars. If a Card transaction occurs in a currency other than US Dollars, the Card networks will convert the transaction into US Dollars using their currency conversion procedures. Foreign Card transactions may also be subject to International Transaction Fees as detailed in the Fee Schedule. The Integrated Payables service is not to be used for foreign currency transactions.

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

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

If Company desires to terminate access to the Account by any Authorized User, it will 1) retrieve and destroy the Card and any online interface credentials provided to such Authorized User, 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 Card balance created before Card 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.

Integrated Payables Service

The Integrated Payables service enables Company to make payments to vendors through an online interface via Virtual Cards, ACH transactions, RTP transactions and/or checks as described herein and also may include the TM Services. Huntington may attempt to process each payment through the Integrated Payables service as a Virtual Card transaction. If the vendor does not accept the Virtual Card payment, Huntington may then attempt to process the payment as an ACH or RTP payment. If the vendor does not accept an ACH or RTP payment, Huntington will process the payment as a check. The Integrated Payables service requires Virtual Cards, a Demand Deposit Account dedicated to the Integrated Payables service and the check positive pay service from the Business Security Suite.

Company shall provide to Huntington in electronic format the data requested by Huntington to process all payments. The form and format of said data shall conform to those certain technical specifications used by Huntington to perform the services hereunder and provided to Company. Huntington shall have final approval on the form and format of all materials to be produced hereunder to assure conformity and compatibility with Huntington's software and equipment. Huntington shall initiate the payments for Virtual Card, ACH, or RTP 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, RTP, 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, Huntington will debit the Demand Deposit Account each month, on the due date, for the Account balance. If there are insufficient funds in the Demand Deposit Account on a payment due date, Company is still responsible for paying the entire outstanding balance on the Account on or before the due date indicated on the statement. Huntington may credit the Demand Deposit Account for any amount received by Huntington for which Huntington has previously received payment from Company.

Rebates

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

Online Program Administration

Company will be provided with online interfaces in order to manage the Account, including ordering and assigning Cards, setting and changing individual Card limits, setting and changing authorized Merchant Category Codes, restricting Card access and blocking Cards, and viewing transaction histories. The online interfaces also include reporting capability. Company must obtain or have the appropriate equipment and internet capabilities necessary to access each online interface, and Company must set software to the appropriate security settings. Company must obtain or have the appropriate firewalls, anti-spyware software, anti-viral software, network security, and environmental security to prevent unauthorized access to each online interface. Company must be aware of latest phishing, pharming or similar scams, and Company is solely responsible for any loss, liability or damage relating to such scams. Company is responsible for obtaining and maintaining Company's communications link to each online interface and to ensure that Company's use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities.

Company will assign and maintain at least one Program Administrator in accordance with Huntington's security procedures. Huntington will add the Company Program Administrator(s) to each online interface and Program Administrator will have all available rights for access to and use of each online interface. Use of an online interface is deemed to be acceptance of the terms and conditions of the related services. Program Administrator will have the ability to assign additional Administrative Users and also assign their rights to access and use each online interface as appropriate. Assignment of Administrative Users and their associated rights shall be at the sole discretion of the Program Administrator. Huntington will rely on Program Administrator for direction on Company desired changes and deletions of Administrative Users. If there is more than one Program Administrator, Huntington can take direction from any one of them.

In addition to each online interface, Huntington will also provide live operator support for Program Administrators during normal business hours. Huntington will also provide an Authorized User servicing website, mobile application and live operator support during extended business hours, including weekends.

Company acknowledges that any third-party product or service (including any software) that is made available to Company to manage the Account via an online interface or otherwise ("Third-Party Product") is not under Huntington's control. To access and use a Third-Party Product, Company must complete and execute all documents and provide all information required by Huntington and/or the third-party provider. By accepting or using a Third-Party Product, Company authorizes Huntington and the third-party provider to receive, process, and transmit such Company documents and information that is necessary for the provision of the Third-Party Product. Company releases Huntington from liability for any claims that arise from or relate to Company's use of any Third-Party Product or service unless such claim is proven to result directly from Huntington's gross negligence or willful misconduct. Any Third-Party Product that Company accepts or uses will be subject to the fees detailed in the Fee Schedule.

Security Procedures

Company shall comply with all security procedures established by Huntington. Huntington may at any time change security procedures. Huntington may advise Company of such changes to the extent they affect Company's use of an online interface, but failure to do so will not impact Company's obligations or Huntington's rights. Company acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in a data entry and/or Card configuration. Huntington shall not be liable to Company for the failure of the security procedures to detect such errors. Company is responsible for establishing and maintaining safeguards against unauthorized access to 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 AES 256 bit 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 AES 256 bit 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, ACH or RTP 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 It. For help after receiving a fraud alert, text HELP to 49847. To opt out of automated phone call fraud alerts, call (866) 643-4203.

Termination

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

Financial Information

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

Review Statements

Company is responsible for promptly reviewing and inspecting all reports, notices, periodic statements, adjustments, charges, entries, and other transactions available to it.

1. Company agrees to **notify Huntington immediately** of any errors or discrepancies with respect to the Integrated Payables service (check, ACH and RTP payments). Information posted on the online interface or made accessible through TM Services constitutes delivery of information by Huntington. Company agrees that Huntington will not be liable for any losses resulting from Company's failure to give Huntington such notice of errors or discrepancies.
2. Company agrees to notify Huntington of any errors or discrepancies with respect to Card transactions, including Virtual Card transactions, within sixty (60) days after receipt of the same which contain such errors or discrepancies. Company agrees that Huntington will not be liable for any losses resulting from Company's failure to give Huntington such notice of errors or discrepancies.

Notices

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

Derrick Jones
Name

Purchasing Administrator
Title

324 Saginaw St., Ste 9A
Address

Flint, MI 48502
City, State and Zip Code

djones@geneseecountymi.gov
Email Address

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

commercialcardsupport@huntington.com

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.

Assignment

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

Third Parties

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

Modification; Waiver

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

The designated Program Administrator(s), Authorized Business Representative(s), notices contact and Integrated Payables Web Portal Representative are included as part of this Agreement and any change to these contacts must be completed via Huntington's change document and signed by an Authorized Business Representative.

Company agrees to notify Huntington promptly of any change in its mailing address, e-mail address or telephone number.

Governing Law

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

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, pertaining to check, ACH and RTP payments shall be governed by and construed in accordance with the Uniform Commercial Code and then the laws of the state which governs your Demand Deposit Account(s) according to the Rules and Regulations for Business Accounts. Each party hereby submits to the jurisdiction of the state and federal courts of such state, and waives any objection to venue with respect to actions brought in such courts.

Waiver of Jury Trial

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

Defaults

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

1. failure of Company to pay any amount when due or to perform any other material obligation under this Agreement;
2. any default in payment or performance of any obligation of Company under any other contract with Huntington;
3. the total balance under the Cards and any Virtual Cards is in excess of the Account limit;
4. a material deterioration in Company's creditworthiness occurs, as determined by Huntington in its sole discretion;
5. any information contained in any financial statement, application, schedule or report given to Huntington by or on behalf of Company is not in all respects true and accurate or omits to state any material facts necessary for Huntington's use;
6. any bankruptcy, insolvency, reorganization, receivership, or similar proceeds are initiated by or

- against Company;
7. any creditor initiates any action to levy or seize upon a substantial portion of Company's assets;
 8. any change of twenty-five percent (25%) or more of ownership interests of Company;
 9. a material adverse change occurs in Company's financial condition; and
 10. Huntington's reasonable request for financial or other information is refused.

Remedies

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

1. Deem all obligations due and require immediate repayment of the total balance due on the Account;
2. Cancel, suspend, or terminate 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.

Indemnification

To the extent allowable by law, Company shall indemnify and hold Huntington harmless from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees of attorneys) which may be incurred by Huntington arising from or pursuant to this Agreement (except where caused by Huntington's gross negligence or willful misconduct), including, without limitation, those arising from or relating to: (a) Huntington's reliance on any oral or written communication from the Program Administrator or an authorized officer of Company, which Huntington in good faith believes to be genuine or from whom previously genuine communications have been received, (b) the wrongful cancellation of a Card made at the request of Company, or (c) the establishment of Department Cards or Virtual Cards.

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 Huntington be liable to Company for any special, indirect, incidental, exemplary, punitive, or consequential loss or damage of any kind, including, without limitation loss or damage from any refusal to honor any Card or for retention of any Card by Huntington or any third party.

Severability

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

Events Beyond Huntington's Control

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

Survival

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

Complete Agreement

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

DRAFT

Program Administrators

Name of Authorized Person	Title	Email	Phone Number	Phone Number Extension
Derrick Jones	Purchasing Administrator	djones@geneseecountymi.gov	810-257-3851	
Rita Schubert	Purchasing Manager	rschubert@geneseecountymi.gov	810-257-3195	
Chrystal Simpson	CFO	csimpson@genesweecounty.gov	810-257-3092	

Executed by Company as of the dates set forth below.

Company Name: Genesee County

Company EIN: 38-6004849

Printed Name: Delrico J. Loyd

Title: Chairman of Genesee County Board of Commissioners

Date of Birth (MM/DD/YYYY): _____

Customer Signature: _____

Date: _____

Printed Name: _____

Title: _____

Date of Birth (MM/DD/YYYY): _____

Customer Signature: _____

Date: _____

Printed Name: _____

Title: _____

Date of Birth (MM/DD/YYYY): _____

Customer Signature: _____

Date: _____

Huntington Commercial Card Rebate & ACH Authorization

(This page is required)

____ 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)

____ 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.

____ 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: _____

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

Company Name: _____

Authorized Signer (print): _____

Title: _____

Authorized Signature: _____

Date: _____

Revision 0107: 01.07.2025