

PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS

- (a) "Confidential Information" shall mean information of a proprietary or confidential nature concerning Huntington's business affairs, vendors, customers, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise.
- (b) "Goods" shall mean the items described on the face of the Purchase Order and/or Supplier's proposal, if the proposal is referenced on a Purchase Order.
- (c) "Huntington" shall mean The Huntington National Bank and all entities now or hereafter controlling, controlled by, or under common control, directly or indirectly, of The Huntington National Bank, its parent and their subsidiaries or affiliates. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, and each such entity shall be considered an Affiliate.
- (d) "Purchase Order" shall mean a written or electronic order issued by Huntington for the procurement of Goods and/or Services, and shall include these Purchase Order Terms and Conditions.
- (e) "Supplier" shall mean the entity to whom the Purchase Order is directed as specified on the Purchase Order.
- (f) "Services" shall mean the tasks to be performed by Supplier as specified in a Purchase Order and/or Supplier's proposal, if the proposal is expressly referenced on a Purchase Order.

2. AGREEMENT

- (a) The terms of a current written agreement that addresses the same subject matter as that contained in a Purchase Order shall supersede these Purchase Order Terms and Conditions ("POTAC"). In the absence of a current written contract covering the purchase of Goods and Services described in a Purchase Order, the entire contract between the parties consists of the Purchase Order and the POTAC, and the Supplier's acceptance of the same, and said contract shall not be changed or added to except in writing, signed by both Supplier and Huntington. Further, the POTAC shall take precedence to the extent any click wrap, shrink wrap or other terms may be included with or embedded in Goods, including software, ordered under this POTAC.
- (b) Supplier's acceptance of this Purchase Order shall be by either prompt written acknowledgment, delivery of an invoice, delivery of Goods or by commencement of Services, and shall be strictly limited to the terms stated herein. Any additional or different terms or conditions which may appear in any communication from Supplier, including terms on any preprinted form, or are included in any clickwrap or browsewrap terms, are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by Huntington's Corporate Procurement Department, and no such addition or different terms or conditions shall become part of this contract despite Huntington's acceptance of Goods or Services, unless such acceptance specifically recognizes and consents to their inclusions in writing. Any objection by Supplier to the terms and conditions hereof shall be ineffective unless Huntington is advised in writing thereof within three (3) days of the date of the receipt of a Purchase Order, and Supplier has not yet fulfilled the request contained in the Purchase Order.
- (c) The issuance of a Purchase Order is not intended to give Supplier an exclusive right to perform the Services performed under the Purchase Order, and Huntington shall be permitted to contract with other Suppliers to procure the same or similar Services.
- (d) It is the intention of the parties (i) that all Huntington Affiliates shall be bound by the terms and conditions of this Purchase Order (ii) that all of the goods and Services provided under this Purchase Order be made available to the Affiliates, (iii) that the Affiliates be entitled to directly enforce this Purchase Order against Supplier and that (iv) the Affiliates be third party beneficiaries to this Purchase Order.

3. PRICING/ PAYMENT TERMS

- (a) Supplier warrants that the prices set forth herein are as low

as any net price now given by Supplier to any other customer for like materials and quantity and agrees that if during the term specified in a Purchase Order lower net prices are quoted to anyone for similar materials such lower net prices shall be from that time substituted for the prices contained in the Purchase Order. Huntington shall not be invoiced at prices higher than those stated on Huntington's Purchase Order.

- (b) If during the term specified in a Purchase Order Huntington is able to purchase products of the quality and in the quantities herein specified and upon like terms and conditions at a price lower than the price stated herein, Supplier upon receipt of satisfactory written evidence of same shall, at its option, meet such lower prices or permit Huntington to purchase the undelivered portion hereunder at such lower price from the other source(s). The quantity so purchased by Huntington from others shall be deducted from the quantity covered by this Purchase Order.
- (c) Invoices must contain complete and accurate information including: PO number, deliver to location, a complete and accurate description of products / services, delivery costs and taxes. Supplier's invoices shall contain a certification substantially as follows: "Supplier represents that these items were produced in compliance with all applicable requirements of the Fair Labor Standards Act and of regulations and orders of the U.S. Department of Labor issued thereunder".
- (d) Invoices will not be processed for payment until all items invoiced are received and accepted.
- (e) Unless otherwise specified payment terms are net forty-five (45) days from the date of receipt of an accurate invoice. Supplier shall submit all invoices for Services and/or Deliverables under this Agreement using one of the following methods: (i) Coupa Supplier Portal or (ii) via email to: invoices@huntington.coupahost.com; Huntington shall not be required to pay any invoices issued by Supplier or any third party in any other manner. Supplier agrees to accept payment from Huntington via the Huntington Commercial Card. For purposes of this Purchase Order, the "Huntington Commercial Card" shall mean Huntington's commercial payment card product for which Huntington is the issuer. Upon thirty (30) days' notice, Huntington may, at Huntington's sole discretion, change such form of payment to either (a) payment by Huntington through ACH within thirty (30) days of the date of receipt of an undisputed invoice or (b) through issuance of a paper check by Huntington within thirty (30) days from receipt of an undisputed invoice, mailed to the address designated by Supplier.

4. DELIVERY

- (a) All Goods are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated. Where Huntington has so authorized, Goods may be shipped F.O.B. shipping point, but Supplier shall prepay all shipping charges, route the Goods by the most economical common carrier, or the carrier specified, and list said charges as a separate item on Supplier's invoice. Each invoice for shipping charges shall be accompanied by the original or a copy of the bill indicating that such charges have been paid. Supplier will pay all delivery charges in excess of the delivery charge Huntington has agreed to pay. Huntington reserves the right to reject C.O.D. shipments. Supplier shall not insure the Goods for Huntington's account during shipment except upon Huntington's written request. Regardless of F.O.B. point, Supplier agrees to bear all risk of loss, injury or destruction of Goods or materials which occur prior to acceptance by Huntington as defined in Section 5(a) below, provided however, that any loss or damage, whenever occurring, which results from Supplier's nonconforming or insufficient packaging or crating shall be borne by Supplier.
- (b) The obligation of Supplier to meet the delivery dates, specifications, and quantities as set forth on the Purchase Order shall be a basic requirement of the transaction as contemplated hereby, and time is of the essence of the Purchase Order. Supplier will strictly adhere to the delivery and completion schedules specified in the Purchase Order.

If, at any time, Supplier believes it may be unable to comply with the delivery or completion schedules, Supplier shall immediately notify Huntington in writing of the probable length of any anticipated delay and the reasons for same, and shall provide Huntington with an acceptable written alternative schedule and a detailed list of steps being taken by Supplier to mitigate any such delay. Supplier will continue to notify Huntington of any material change in Supplier's ability to comply with its obligations hereby on an on-going basis. If Supplier fails to deliver Goods within the applicable delivery schedule, Huntington may require Supplier to ship Goods, at Supplier's expense, by airfreight or expedited routing. Huntington reserves the right to terminate orders if delivery is not made or services are not performed by the date specified. Any acceptance of goods or services after the scheduled delivery date will not waive Huntington's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.

- (c) Supplier shall deliver all Goods to the delivery address or addresses set forth on the Purchase Order or as otherwise directed by Huntington. Upon notice from Huntington that a delivery has been made to an incorrect location, Supplier agrees to either send replacement Goods to the correct location, or if able to do so within the allotted promised delivery time, will pick up the Goods at the incorrect location and then deliver to the correct location.
- (d) Huntington may, at its option, either retain (and store at Supplier's expense) any Goods received in excess of fifteen (15) calendar days in advance of the specified Purchase Order delivery schedule(s) or return them to Supplier at Supplier's risk and expense. If such Goods are retained, time for payment and discount shall be calculated on the basis of scheduled delivery dates.
- (e) Any packaging specified or referenced in the Purchase Order must be adhered to unless written deviation is authorized in advance by Huntington. Nonconforming packaging is subject to rejection by Huntington or repackaging by Supplier at Supplier's expense. If no packaging is specified in the Purchase Order, Supplier shall be responsible for selecting packaging methods and materials to provide adequate protection at minimum cost. Packaging methods and material selected must consider, at a minimum, fragility, part composition, surface finish, size, weight and the transportation mode.
- (f) A packing memorandum must accompany each shipment arising under the Purchase Order, and the package containing such memorandum must be clearly indicated. The Purchase Order number shall be identified on all packages, shipping papers, and other subordinate documents.
- (g) Except as specifically authorized by the Purchase Order, Huntington shall not be responsible for payment of Goods delivered by Supplier, which are not in conformance to the quantities or specifications of the Purchase Order. Huntington will notify Supplier of any recognized nonconformance and allow forty-eight (48) hours for Supplier's determination of whether Supplier will (i) take possession of such nonconforming Goods; or (ii) authorize packing and return shipment at Supplier's sole expense.

5. ACCEPTANCE AND REJECTION

- (a) All Goods and Services purchased hereunder are subject to Huntington's inspection and acceptance. Huntington will endeavor to perform any inspections and tests in a manner that will not unduly delay any tasks necessary for fulfillment of the Purchase Order. In the absence of other acceptance procedures contained in a Purchase Order, Huntington will have thirty (30) days from receipt of Goods or Services to accept or reject such Goods delivered or Services performed by Supplier. Any rejection of Goods or Services shall be communicated by written notice of rejection delivered by

Huntington to Supplier within said thirty (30) day period.

- (b) If Supplier tenders Goods to Huntington that fail to conform in any respect with said Good's published specifications, documentation, or other written representations, Huntington, in its sole discretion, may require Supplier to replace or correct such Goods, at no increase in Purchase Order price. Goods rejected by Huntington for whatever reason shall be held, transported and/or stored at Supplier's sole expense. Supplier shall promptly reimburse Huntington for any such expenses incurred by Huntington.
- (c) If Supplier is unable to correct or replace nonconforming Goods within the delivery schedule specified herein, Huntington may continue to require their delivery when available, and make an equitable price reduction.
- (d) If Services fail to conform to the requirements of the Purchase Order, Huntington may require Supplier to perform the Services again in conformity with Purchase Order requirements, at no increase in Purchase Order price. When defects in Services cannot be corrected by re-performance, Huntington may equitably reduce the Purchase Order price to reflect the reduced value of the Services performed.
- (e) If a special brand is listed in a Purchase Order, the Goods delivered will be the designated brand. If Supplier desires to supply a product equivalent to the designated special brand, it must first provide Huntington with descriptive literature or sample (as applicable) identifying the alternative brand in a manner acceptable to Huntington, including the quality, performance, and specifications, therefor, and receive written consent to deliver the alternative brand.

6. TAXES

- (a) Huntington will reimburse Supplier for all sales, use or excise taxes levied on amounts payable by Huntington to Supplier pursuant to this Purchase Order, provided that Huntington shall not be responsible for remittance of such taxes to applicable tax authorities. Huntington shall not be responsible for any ad valorem, income, franchise, privilege, property, value added, occupational or similar taxes of Supplier. Supplier will provide notice to Huntington if the taxing authority will be any other than that of the state where the Goods are delivered or the Services are performed. Supplier shall cooperate with Huntington's efforts to identify taxable and nontaxable portions of amounts payable pursuant to this Purchase Order (including segregation of such portions on invoices) and to obtain refunds of taxes paid, where appropriate. Invoices shall include and list all applicable taxes as a separate line item. Huntington may furnish Supplier with certificates or other evidence supporting applicable exemptions from sales, use or excise taxation.

7. CHANGES

- (a) Huntington may, at any time, upon written notice, make changes within the general scope of the Purchase Order, which affect the (i) drawings, designs or specifications; (ii) method of shipment or packing; (iii) place of inspection, delivery or acceptance; (iv) quantities and delivery schedules; or (v) description of time or place of performance of Services.
- (b) If any such change causes an increase or decrease in the cost of or the time required for performance of the Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule or both, and the Purchase Order shall be modified in writing accordingly. Any claim by Supplier for adjustment under this provision must be asserted in writing to Huntington not later than ten (10) calendar days after the date of receipt by Supplier of the written change authorization or within such extension as Huntington may grant in writing. Huntington may, in its sole discretion, consider any claim received from Supplier regardless of when asserted. Such claim shall be in the form

of a complete change proposal fully supported by detailed information that supports the proposed change.

- (c) Pending any such adjustment, Supplier will diligently proceed with the Purchase Order as modified. If the cost of property made excess or obsolete as a result of a change is included in Supplier's claim for adjustment, Huntington shall have the right to direct the manner of disposition of such property. Huntington shall have the right to examine any of Supplier's pertinent books and records for the purpose of verifying Supplier's claims.
- (d) Notwithstanding any dispute under this provision, Supplier will proceed with performance of the Purchase Order as changed.

8. WARRANTIES.

- (a) Supplier warrants that all Goods, when and as delivered to Huntington, will conform to their specifications, and will be free from defects in materials and workmanship.
- (b) Supplier warrants that all Services performed under the Purchase Order will be performed with professional diligence and skill and will conform to the requirements of the Purchase Order in all material respects.
- (c) Supplier warrants that its performance and/or provision of Goods to Huntington as called for hereunder does not and shall not violate (i) any applicable law, rule, or regulation now or hereafter imposed; (ii) any contracts with third parties; or (iii) any third-party rights in any patent, trademark, copyright, trade secret, or similar right.
- (d) Supplier warrants that it has developed and maintains affirmative action programs for minorities, women, handicapped persons, disabled veterans and veterans of the Vietnam Era. If this Purchase Order meets the requirements of a subcontract under Executive Order 11246, Section 503 of the Rehabilitation Act, or Section 402 of the Vietnam Era Veterans Readjustment Assistance Act, the Equal Opportunity Clause(s) applicable under those orders, laws and regulations are specifically incorporated herein by reference. By accepting this Purchase Order, the Supplier certifies that it is undertaking a commitment to equal opportunity employment and compliance with the aforementioned laws, orders and regulations.
- (e) Supplier agrees to have in place, or if not currently in place, to use its best efforts to develop, procurement and contracting strategies aimed at contributing to Huntington's minority, women, and/or veteran owned business development program goals in the performance of Supplier's provision of Goods and/or Services to Huntington. Such strategies include sourcing methods, goals, reporting and efforts to encourage Supplier and Supplier's subcontractor use of minority, women, and/or veteran owned vendors. Supplier also agrees to report to Huntington the amount of such minority, women, and/or veteran owned vendor spending upon request by Huntington.
- (f) Supplier warrants that all Goods shipped hereunder have been produced and all Services performed are in compliance with applicable local, state (or province) and federal law, rule, regulation, standard or code including (where appropriate), but not limited to the Fair Labor Standards Act, environmental protection and occupational health and safety and the rules and regulations which Supplier has in effect at its facilities if Supplier's work or Services are performed at such facilities.
- (g) Supplier warrants that the title conveyed to Huntington shall be good and merchantable and its transfer rightful, and that all Goods shall be delivered free from any security interest or other lien or encumbrance.
- (h) If Supplier breaches the warranties as set forth herein, Huntington may, at no increase in Purchase Order price (i) require Supplier to promptly repair or replace, at Supplier's election, defective or nonconforming Goods; require Supplier to promptly furnish materials or parts and

installation instructions required to successfully accomplish the correction of defective or nonconforming Goods, and equitably reduce the Purchase Order price to account for the cost of removal and installation; (iii) require Supplier to promptly redesign defective or nonconforming Goods not manufactured pursuant to designs furnished by Huntington and require Supplier to promptly repair or replace Goods manufactured in accordance with such defective design; (iv) require Supplier to promptly correct or re-perform, at Supplier's election, defective or nonconforming Services; or (v) equitably reduce the Purchase Order price.

- (i) The Supplier represents and warrants to Huntington (which representations and warranties will survive the termination of this Purchase Order) that it: (a) is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated; (b) has the corporate power and authority to carry on its business as now being conducted; (c) is qualified to do business in every jurisdiction in which the doing of business requires such qualification; (d) has the corporate power to execute, deliver, and perform its obligations hereunder and (e) has authorized, by all requisite corporate action, the execution, delivery and performance of this Purchase Order.
- (j) Supplier warrants that the Goods sold hereunder and every element thereof, the method of manufacture thereof, and the purchase, installation and/or use of such Goods in the customary manner or in a manner suggested or recommended by Supplier or in a manner intended by Huntington and which is known to Supplier, do not infringe on any U.S. or foreign patent, trademark, copyright, franchise or other Intellectual Property right.

9. INTELLECTUAL PROPERTY RIGHTS

- (a) Each party owns and will continue to own all right, title and interest in and to its Existing Materials. "Existing Materials" means a party's know-how, software, information, trade secrets, materials, and any other intellectual property that it owns or licenses prior to this Purchase Order, or that such party created or acquired independently of its provision of the Goods and Services. All rights in Existing Materials not expressly transferred or licensed herein are reserved to the owner. Where no separate license rights are formally agreed to by the parties for the Goods and Services, Supplier hereby grants Huntington a nonexclusive, perpetual, worldwide, royalty-free license right to use, modify, copy, distribute, sublicense and otherwise authorize third-party use of the Goods and Services (including any Existing Materials incorporated therein and any modifications of the Goods, Services and/or such Existing Materials) in support of Huntington's business.
- (b) For any invention, work of authorship, improvement, development, discovery, mask work, or any other intellectual property newly created by Supplier in the course of the provision of the Goods and Services (collectively "Developed Materials"), ownership and all rights in all Developed Materials, including any intellectual property rights contained in or derived from the Developed Materials, hereby vests exclusively in Huntington, regardless of whether Developed Materials were created solely by Supplier or jointly by the parties. The parties expressly agree that all Developed Materials are, and shall be considered as, "works made for hire" under the Laws of the United States. Supplier also hereby assigns to Huntington all right, title and interest (including all intellectual property rights) in Developed Materials, including those Developed Materials developed in the future under this Purchase Order. Supplier agrees to provide all reasonable assistance, to perfect Huntington's ownership interest in any Developed Materials.

10. INFRINGEMENT INDEMNIFICATION

- (a) Supplier shall, at its own expense, indemnify, hold harmless

and defend Huntington against any claim, suit, or proceeding brought against Huntington which is based upon a claim, whether rightful or otherwise, that any Goods, process, materials or Services, or any part thereof, furnished by Supplier under this Purchase Order, constitutes an infringement of any patent, copyright or other intellectual property right, and Supplier shall pay all damages and costs awarded against or incurred by Huntington, resulting therefrom. In addition to the obligations set forth above, Supplier shall, at its own expense, either procure for Huntington an irrevocable, royalty-free license to continue to use the Goods, Services, materials or process, or with Huntington's prior written approval, replace same with substantially equal but noninfringing Goods, Services, materials or process, provided that no such replacement or modification shall in any way amend or relieve Supplier of its warranties and guarantees set forth in this Purchase Order.

- (b) The preceding provision shall not apply to the extent any Goods are manufactured to Huntington's detailed design specifications, if such infringement would not have occurred but for those required specifications.

11. GENERAL INDEMNIFICATION

Supplier hereby agrees to defend, settle, and hold Huntington harmless from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting therefrom, including court costs and reasonable attorney fees, arising out of or relating to (i) Supplier's provision of Goods to Huntington, (ii) the Services performed by Supplier hereunder, (iii) Supplier's breach of any warranty or obligation contained in this POTAC, (iv) personal injury, death or property damage caused by or arising out of any of the Goods or Services supplied by Supplier (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), (v) negligent acts or omissions or willful misconduct of Supplier, its employees, agents, authorized representatives or subcontractors, or (vi) Supplier's failure to comply with the terms of the POTAC or a Purchase Order. Supplier's indemnification obligations hereunder shall be contingent upon (a) Huntington's prompt notification of any such claim, demand, or action asserted against Huntington, (b) Huntington's cooperation, at Supplier's cost, with Supplier in defense and settlement of said claim, demand, or action, and (c) Huntington's grant to Supplier of the sole control of the defense or settlement of any such claim, demand, or action. Huntington, may, however, at its sole expense, elect to participate in such defense or settlement.

12. INSURANCE

- (a) Supplier shall, and shall require its subcontractors to, secure and maintain, at its own expense, throughout the entire term of this Purchase Order, the following insurance with companies having an AM Best rating of A- or greater:
- (i) Worker's Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws and Employers' Liability Insurance. Supplier and its underwriter shall waive subrogation against Huntington.
- (ii) Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence per location and \$2,000,000 aggregate for bodily injury and/or death and/or property damage. This shall include products/completed operations coverage and Broad Form Contractual Insurance specifically covering this Purchase Order. Further, Huntington is to be added as an Additional Insured on this policy with respect to operations covered under this Purchase Order.
- (iii) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Supplier with a minimum combined single limit of liability of \$1,000,000 for injury and/or death and/or

property damage. Huntington shall be added as an Additional Insured on this policy with respect to operations covered under the Agreement.

- (iv) Excess coverage with respect to (i), (ii) and (iii) above, with a minimum combined single limit of \$5,000,000. Further, Huntington shall be added as an Additional Insured on this policy with respect to operations covered under the Agreement.
- (v) Supplier shall be responsible for loss to Huntington, Huntington Affiliate, and their property, directly or indirectly, and shall maintain employee dishonesty coverage for the dishonest acts of its employees, agents, contractors, and subcontractors in a minimum amount of \$1,000,000. Huntington shall be named as "Loss Payee, As Their Interest May Appear," on this Fidelity Bond.
- (b) Supplier shall provide Huntington with a certificate of insurance for any required policy prior to commencing work, and thereafter annually or upon Huntington's reasonable request. A copy of the Loss Payee endorsement or provisions shall also be attached to any certificate of insurance Supplier provides to Huntington as evidence of coverage. Said certificates shall contain a provision whereby the policy and/or policies shall not be canceled or altered without at least thirty (30) calendar days prior written notice to Huntington.

13. COMPLIANCE WITH LAWS

- (a) Supplier shall procure all necessary licenses or permits and shall, at all times during the term of, and any other time governed by, the POTAC, comply with all applicable local, state and federal laws and regulations, and shall refrain from engaging in any illegal, unethical, or deceptive practices.
- (b) Without limiting the foregoing, Supplier agrees to comply with:
- (i) Department of Labor Standards Compliance: Supplier agrees and certifies that the Goods to be manufactured or furnished hereunder have been or will be produced in compliance with all applicable requirements of the Federal Fair Labor Standards Act, as amended, and regulations and orders of the U. S. Department of Labor issued under Section 14 thereof and with 29 CFR Part 470 Obligations of Federal Contractors and subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees.
- (ii) Occupational Safety and Health Act: Supplier hereby certifies that the goods ordered meet or exceed all applicable requirements of the occupational safety and health standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and that the use by Huntington and its customer of such goods, if used by any of them in the manner prescribed in such standards, will not cause them to be in violation of such standards.
- (iii) Environmental Compliance: With respect to transactions under this agreement and facilities of the Supplier to which U.S. Executive Order 11738 applies, the Supplier certifies: (i) no facility to be utilized by Supplier, or any of its subsidiaries and/or affiliates, in the performance of this subcontract is included on the U.S. Environmental Protection Agency or any state designated list of violating facilities, and (ii) prompt written notification shall be given by Supplier to Huntington of any communication indicating that any facility of Supplier, or any facility of its subsidiaries, affiliates, and/or subcontractors involved in providing any aspect of the Goods or Services is under consideration to be included on or has been placed on the U.S. Environmental Protection Agency or any state designated list of violating facilities. Supplier shall label the goods in compliance with 40 CFR 82, subpart E, or certify that the goods are neither manufactured with nor contain a controlled ozone depleting substance.

- (iii) Customs and Border Protection: Supplier shall complete any supply chain questionnaire or other document reasonably requested by Huntington relating to its import/export activities and shall provide written notice if it is CTPAT certified.
 - (iv) OFAC: Supplier warrants that neither Supplier, nor any person who owns a direct interest in Supplier, nor any of its subsidiaries, Affiliates, directors, officers, agents, or employees is (a) an individual or entity that is listed in the annex to, or is otherwise subject to the prohibitions contained in, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order") or the Office of Foreign Asset Control ("OFAC") regulations; (b) an individual or entity with whom Huntington or any financial institution is prohibited from dealing or otherwise prohibited from engaging in business under any U.S. law, regulation, executive order or list published by OFAC ; or (c) an individual or entity that is named on the most current list of "Specially Designated Nationals and Blocked Persons" published by OFAC as its official website or any replacement website or other replacement official publication of such list. If at any time any of the representations contained in this section are no longer true, Supplier will immediately notify Huntington.
 - (c) **Equal Opportunity Employer.** Huntington is a federal contractor and is therefore subject to regulations governing commitments to Equal Employment Opportunity (EEO) and Affirmative Action. As a federal contractor, Huntington is required to inform Supplier of this regulatory commitment. The parties hereby incorporate, by reference, the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), as well as, the posting requirements of 29 C.F.R. Part 471, appendix A to subpart A, if applicable. Huntington is also required to inform Supplier that, if the purchase order or subcontract amounts to \$50,000 and Supplier employs 50 or more employees company-wide, Supplier is obligated to develop and maintain an Affirmative Action Program.
 - (d) This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
 - (e) This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- 14. CONFIDENTIALITY**
- (a) Supplier agrees that it shall not, without the written consent of Huntington, use or disclose any of Huntington's Confidential Information or data, material or deliverables created, developed, produced or otherwise obtained in the course of the work required hereunder for any purpose except as necessary to implement or perform the Purchase Order and shall protect same using the same standard of care as it uses to protect its own confidential information, but not less than reasonable care. Supplier further agrees that it will not divulge any matter known to it, the disclosure of which would be detrimental to the interests of Huntington as determined by Huntington. The foregoing obligations of confidence shall not apply to (i) information in the public domain through no fault of Supplier, (ii) information previously and lawfully known by Supplier prior to disclosure by Huntington, (iii) information rightfully learned from a third party not under restriction of disclosure. Notwithstanding the foregoing, if Supplier is required by legal process or operation of applicable Law to disclose any of Huntington's Confidential Information, Supplier shall be permitted to make such disclosure provided that Supplier (a) unless prohibited by Law, promptly notifies Huntington of such disclosure requirement in writing (which shall include a copy of any applicable subpoena, order or request list), (b) affords Huntington a reasonable opportunity to oppose, limit or secure confidential treatment for such required disclosure, (c) cooperates with Huntington's efforts, at Huntington's expense, to obtain a protective order or other reasonable assurance that confidential treatment will be accorded to Huntington's Confidential Information, and (d) conforms the disclosure to the protective order or other limitation obtained by Huntington or, in the absence thereof, limits the disclosure to only the part of such Confidential Information as is required by Law to be disclosed and Supplier will use commercially reasonable efforts to obtain confidential treatment therefor.
 - (b) As requested by Huntington, Supplier will either: (i) securely delete Huntington's Confidential Information in electronic form from all media and certify to Huntington in writing that this has been accomplished and ; or (ii) to the extent that Huntington's Confidential Information cannot be so securely deleted due to technical or other reasons reasonably acceptable to Huntington, promptly provide a written description of measures to be taken that will ensure, for as long as any Huntington's Confidential Information remains under Supplier's or its subcontractors' control, the continued protection of such Huntington's Confidential Information, in compliance with the requirements of this Agreement. Additionally, upon Huntington's request, Supplier shall return Huntington Confidential Information in the original format that it was shared by Huntington. Supplier shall not publicize the fact that Huntington has contracted to purchase goods or services from Supplier, nor shall any information relating to any Purchase Order be disclosed without Huntington's written consent. Unless otherwise agreed in writing, no information disclosed by Supplier to Huntington shall be deemed confidential and Supplier shall have no rights against Huntington with respect to Huntington's use thereof.
- 15. TERMINATION FOR CONVENIENCE**
- Huntington may terminate the performance of the work under this order in whole at any time, or from time to time in part, by written notice to Supplier. Upon receipt of such notice, Supplier shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this order and shall proceed to cancel promptly all existing orders and terminate all subcontracts insofar as such orders or subcontracts are chargeable to the Purchase Order. Upon the termination of work under the Purchase Order, full and complete settlement of all claims of Supplier with respect to the terminated work shall be made as follows:
- (a) As Huntington full compensation to Supplier for the work completed under the Purchase Order ;prior to such termination, unless such termination is for the default of Supplier, Huntington shall pay Supplier the percentage of the total order price corresponding to the proportion of the amount of work completed on the date of termination to the total work to be done, less:
 - (i) The price of the finished Goods accepted by Huntington on or before the effective date of the termination, and
 - (ii) The net cost to Supplier for those materials obtained by Supplier specifically for the Purchase Order being terminated that cannot be returned or cannot be repurposed for the benefit of other orders for the benefit of Supplier's customer(s).
 - (b) Upon Huntington's payment to Supplier in accordance with this paragraph, title to all equipment, materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling and other things for which

Supplier has paid such vest in Huntington. Such materials while in Supplier's custody or control shall be held at Supplier's risk, shall be kept insured by Supplier, at Supplier's expense, in an amount equal to the replacement cost with loss payable to Huntington, and shall be returned to Huntington upon demand, in which event, Supplier shall prepare such materials properly for shipment and shall deliver the same to Huntington in the same condition as originally received by Supplier, reasonable wear and tear accepted. Nothing contained in this paragraph shall be construed to limit or affect any remedies, which Huntington may have as a result of default, by Supplier.

16. TERMINATION FOR DEFAULT

- (a) Huntington may, by written notice of default to Supplier, terminate the Purchase Order in whole or in part (i) if Supplier fails to deliver Goods or to perform Services within the time specified by the Purchase Order or any written extension; (ii) If Supplier fails to perform any other provision of the Purchase Order or fails to make progress, so as to endanger performance of the Purchase Order, and, in either of these two circumstances, does not cure the failure within ten (10) calendar days after receipt of notice from Huntington specifying the failure; or (iii) in the event of Supplier's suspension of business, insolvency, institution of bankruptcy, liquidation proceedings by or against Supplier, appointment of a trustee or receiver for Supplier's property or business, or any assignment, reorganization or arrangement by Supplier for the benefit of its creditors.
- (b) If Huntington terminates the Purchase Order in whole or in part, in addition to remedies provided by law, Huntington may require Supplier to transfer title, and deliver, to Huntington, as directed by Huntington, any (i) completed Goods, and (ii) any partially completed Goods and materials, parts, components, fixtures, plans, drawings, information, and contract rights (collectively, "Manufacturing Materials") that Supplier has specifically produced or acquired for the terminated portion of the Purchase Order. Upon direction from Huntington, Supplier will also protect and preserve property in its possession in which Huntington has an interest.
- (c) Huntington will pay the price stated herein for Goods or Services accepted. Payment for Manufacturing Materials accepted by Huntington and for the protection and preservation of property will be at a price determined as if there had been a termination for convenience. Huntington may withhold from any amount due under the Purchased Order any sum Huntington determines to be necessary to protect Huntington against loss because of outstanding liens or claims of former lien holders.
- (d) If, after termination, it is determined that Supplier was not in default, the rights and remedies of the parties would be as if the Purchase Order had been terminated for convenience.

17. DISPUTES/APPLICABLE LAW

The laws of the State of Ohio shall govern all Purchase Orders issued by Huntington. A court of competent jurisdiction located in Franklin County, Ohio will decide any dispute that arises under or is related to the Purchase Order. Pending final resolution of any dispute arising under or related to the Purchase Order, Supplier will proceed with performance of the Purchase Order in accordance with Huntington's instructions. If either party commences legal proceedings to resolve a dispute arising from or relating to this Agreement, the prevailing party, as determined by the court, shall be entitled to recover, from the other party, the costs and expenses it actually incurs arising from or relating to such proceedings, including but not limited to, reasonable attorneys' fees, expenses and costs of investigation and litigation/arbitration.

18. INDEPENDENT CONTRACTOR

Supplier, its subcontractors and other suppliers, shall at all times be independent contractors and no express or implied

representations to the contrary shall be made. Supplier shall at all times retain exclusive liability for wages and all employment-related obligations due its employees and shall indemnify Buyer for any liability arising therefrom.

19. NO WAIVER

The failure by either party to enforce any right or to insist upon strict compliance with the terms and conditions of this Purchase Order shall not at any time constitute a waiver of such right or any other right, and will not modify the rights and obligations of either party under this Purchase Order.

20. RIGHTS AND REMEDIES

The rights and remedies of the parties set forth in this Purchase Order are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity.

21. NO ASSIGNMENT

Neither the Purchase Order, nor any claim thereunder may be assigned or transferred by Supplier except as expressly authorized in writing by Huntington.

22. FORCE MAJEURE

Neither party is liable hereunder for any failure or delay in its performance under the Purchase Order arising from any cause beyond the defaulting party's reasonable control, including acts of God, such as fires and floods, earthquakes, epidemics, wars, governmental actions, civil disturbances, strikes and riots. Provided the defaulting party has used every available and reasonable means to remedy or mitigate its failure to perform, the time for performance will be extended by the amount of the delay.

23. RECORDKEEPING & REVIEWS

In accordance with standard industry practices, Supplier shall maintain, at its own cost, relevant records relating to the provision of Good and Services hereunder. Upon the reasonable request of Huntington, Huntington shall be entitled to conduct reviews of such records.

24. WAIVER OF JURY TRIAL

HUNTINGTON AND SUPPLIER ACKNOWLEDGE AND AGREE THAT THERE MAY BE A CONSTITUTIONAL RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM, DISPUTE OR LAWSUIT ARISING BETWEEN OR AMONG THEM, BUT THAT SUCH RIGHT MAY BE WAIVED. ACCORDINGLY, THE PARTIES AGREE THAT NOTWITHSTANDING SUCH CONSTITUTIONAL RIGHT, IN THIS COMMERCIAL MATTER THE PARTIES BELIEVE AND AGREE THAT IT SHALL BE IN THEIR BEST INTEREST TO WAIVE SUCH RIGHT, AND, ACCORDINGLY, HEREBY WAIVE SUCH RIGHT TO A JURY TRIAL AND FURTHER AGREE THAT THE BEST FORUM FOR HEARING ANY CLAIM, DISPUTE, OR LAWSUIT, IF ANY, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIP AMONG HUNTINGTON AND SUPPLIER SHALL BE A COURT OF COMPETENT JURISDICTION SITTING WITHOUT A JURY.

25. SERVICE PROVIDER CODE OF CONDUCT

During the term of this Agreement, Supplier shall comply with Huntington's Service Provider Code of Conduct, available at www.huntington.com/About-Us/Suppliers and as updated from time to time.

26. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL HUNTINGTON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF GOODWILL, ARISING OUT OF THIS AGREEMENT OR THE PURCHASE OF DELIVERABLES OR SERVICES HEREUNDER.

25. SURVIVAL OF TERMS

Any terms that by their nature shall survive, including sections 2, 8, 9, 10, 11, 13, 14, 17, 18, 19, 20, 21, 23, 24, and 26, shall survive termination of the POTAC for any reason.