

AFFINITY AND LICENSE AGREEMENT

This Affinity and License Agreement (the “Agreement”) is made this February 20, 2026 (the “Effective Date”) by and among the West Virginia University Board of Governors on behalf of West Virginia University (“WVU”), West Virginia University Institute of Technology (“WVU Tech”), and West Virginia University Potomac State College (“PSC”) (collectively referred to herein as “University”), and The Huntington National Bank (“Huntington”), each a “Party”, and collectively “the Parties”.

WITNESSETH:

WHEREAS, University issued a Request for Proposals (RFP202590000628) seeking proposals from qualified financial institutions to provide an enterprise-wide Banking Services Program to University students, faculty and employees (“Constituents”).

WHEREAS, Huntington submitted the most advantageous proposal, and the Parties mutually agree for Huntington to provide banking services to Constituents.

WHEREAS, the Parties agree that this Agreement, and the development of the University/Huntington relationship for the provision of banking and other services by Huntington to University Constituents and the commitment of Huntington to the greater community surrounding the University’s Morgantown, including its academic Robert C. Byrd Health Sciences Center; PSC; and WVU Tech campuses, is mutually beneficial to the Parties; and

WHEREAS, the Parties intend that the commitments made in this Agreement shall be interpreted broadly to fulfill the intent of the Parties to provide relationship opportunities to Huntington as University’s consumer bank partner;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties agree as follows:

1. Referenced Schedules and Exhibits. The Parties agree that the schedules and exhibits referenced in this Agreement, and those additional schedules and exhibits that may be added later by written agreement of the Parties, contain the detail of each of the specific elements that embodies this overall Agreement. Each schedule and exhibit is hereby incorporated by this reference. The continuation of each schedule and exhibit is material to this Agreement. Any conflict in terms in a schedule or exhibit with those in this Agreement shall result in those contained in this Agreement taking precedence unless the intention otherwise is expressly stated in the applicable schedule or exhibit.

Exhibit A: Department of Education Cash Management Compliance Agreement

Exhibit B: Incentive Plan Methodology for University

Exhibit C: University Logos

Schedule 1.1: Automated Teller Machine (“ATM”) License Agreement

Schedule 1.2: Financial Services for Constituents

Schedule 1.3: Data Files from University

Schedule 1.4: Marketing Opportunities for Constituents

Schedule 1.5: Office Lease

2. Definition of Financial Services. The term “Financial Services” as it is used throughout this Agreement shall mean, the provision of consumer financial services to University Constituents,

examples of which include services offered through an ATM, a student banking program, checking accounts, and savings accounts, as may now or hereafter be offered by Huntington. The Parties specifically agree that insurance products and services and the University's banking and benefits programs are excluded from the definition of Financial Services for the purpose of this Agreement. Further and for avoidance of doubt, the definition of Financial Services shall not include services excluded from this Agreement pursuant to Section 3.4.

3. Huntington Commitments.

- 3.1 On-Campus Office and ATM Locations. Huntington will provide full-service ATMs at locations on the University's Morgantown and PSC campuses at locations mutually agreed to by the Parties sufficient to ensure convenient access for patrons. Huntington may provide full-service ATMs at the WVU Tech campus but is not required to do so. The ATMs shall be subject to a separate ATM Agreement set forth in Schedule 1.1. The Parties agree that the initial ATM locations agreed upon by University and Huntington are as set forth in Schedule 1.1. Huntington shall operate an on-campus office location in the space set forth in Schedule 1.5 to provide Financial Services under this Agreement pursuant to the terms of a separate On-Campus Bank Office Lease (the "Office Lease"). The Office Lease shall provide for the operating hour terms for the on-campus office, although the Parties agree to discuss whether changes to the operating hours would help advance the effectiveness of the program during their periodic meetings.
- 3.2 Student Financial Services. Huntington agrees to offer Financial Services to University students through various marketing channels, including, but not limited to, Huntington's participation in student orientations and other student focused offerings that are available from time to time. Huntington will use commercially reasonable processes to verify an individual's status as a University student, which may include, for example, examining their Mountaineer Card or other documentation evidencing their affiliation with University. Student Financial Services include, without limitation, those set forth on Schedule 1.2 and include all consumer deposit, trust and investment services. Notwithstanding anything in this Agreement to the contrary, any banking relationship entered into during the Term of this Agreement between a University student and Huntington shall be at Huntington's sole discretion, subject to and governed by then-current applicable Huntington policies, procedures, agreements, rules and regulations, as well as applicable state and federal laws and regulations.
- 3.3 Employee and Faculty Financial Services. Huntington agrees to offer Financial Services to University employees and faculty through various marketing channels, including, but not limited to, Huntington's participation in the employee on-boarding process and other employee-focused offerings that are available from time to time. Huntington will use commercially reasonable processes to verify an individual's status as a University employee or faculty, which may include, for example, examining their Mountaineer Card or other documentation evidencing their affiliation with University. Employee and faculty Financial Services include without limitation, those set forth on Schedule 1.2. Notwithstanding anything in this Agreement to the contrary, any banking relationship entered into during the Term of this Agreement between a University employee or faculty member and Huntington shall be at Huntington's sole discretion, subject to and governed by then-current applicable Huntington policies, procedures, agreements, rules and regulations, as well as applicable state and federal laws and regulations.

3.4 Exclusion to Financial Services. For the avoidance of doubt, with respect to banking, Financial Services, or other agreements entered with financial institutions, including but not limited to, sponsorship agreements, this Agreement shall not apply to and shall specifically exclude the following:

- (i) West Virginia University Intercollegiate Athletics – Any banking, financial, or related services utilized, contracted, or otherwise engaged by WVU’s Department of Intercollegiate Athletics, whether for operational, capital, sponsorships, philanthropic, and/or other purposes.
- (ii) Athletic-Affiliated Entities and Organizations – Any banking or financial services provided to or entered into by any affiliate, auxiliary, or supporting organization of WVU Intercollegiate Athletics, whether for operational, capital, sponsorships and/or other purposes, including but not limited to:
 - a. WVU Athletic fundraising organizations (e.g., Mountaineer Athletic Club);
 - b. WVU Athletics facilities management entities;
 - c. Special purpose or single-purpose entities formed to support athletic operations, including but not limited to Gold & Blue, Inc. dba Gold & Blue Enterprises;
 - d. Student-Athletes – Any personal or professional banking relationships, agreements, or endorsements involving individual University student-athletes, including but not limited to:
 - 1. Name, Image, and Likeness (NIL) arrangements.
 - 2. Personal banking relationships.
 - 3. Use of financial institutions for personal accounts, loans, or services.
 - e. WVU’s athletic conference, currently the Big 12 Conference – Any banking, financial, or related services utilized, contracted, or otherwise engaged by WVU athletic conference, whether for operational, capital, sponsorships, and/or other purposes; and/or
 - f. The National Collegiate Athletic Association (“NCAA”) – Any banking, financial, or related services utilized, contracted, or otherwise engaged by the NCAA, whether for operational, capital, sponsorships, and/or other purposes.

For avoidance of doubt, this Section 3.4(ii) is not intended to exclude the Parties to this Agreement in a manner that is inconsistent with the other provisions of this Agreement.

- (iii) West Virginia University and its Affiliates – Any banking, treasury, investment, or financial services utilized by West Virginia University or any of its affiliates, divisions, departments, or component units, including without limitation:
 - 1. West Virginia University, WVU Tech, and PSC;

2. WVU Research Corporation;
 3. WVU Alumni Association;
 4. WVU Medicine / WVU Health System;
 5. WVU Innovation Corporation;
 6. Any affiliated entities engaged in research, development, clinical, or academic operations.
- (iv) University Student Media (student-run newspaper, radio station, etc.) and recognized student organizations – Any banking, financial, or related services utilized, contracted, or otherwise engaged by University student media groups whether for operational, sponsorships, and/or other purposes.
- (v) West Virginia University Credit Union – Any banking, financial, or related services provided by the WVU Employees’ Federal Credit Union, including, but not limited to, financial services, checks, debit cards, and credit cards.
- (vi) All rights under that certain agreement between the West Virginia University Board of Governors on behalf of the WVU Tech and Pendleton Community Bank dated January 2, 2024, as may be amended from time to time, including, but not limited to, a co-branded debit card featuring WVU Tech’s trademarks, a co-branded ATM, materials related to the Communiversities initiative, and engagement with students regarding employment opportunities and financial literacy. For avoidance of doubt, the University shall not provide Pendleton Community Bank with a database listing Constituent information.
- (vii) Philanthropic Donations – Any philanthropic donations to University from financial institutions.
- (viii) Sponsorships – Any sponsorships from financial institutions other than Huntington of University events or programs so long as (i) the sponsorship does not involve a student orientation or the employee on-boarding process, (ii) University does not provide any such financial institution with a database listing, or other information, on Constituents, (iii) University does not grant such financial institution rights to promote any specific Financial Services and (iv) University provides advance written notice to Huntington of the sponsorship opportunity and the right of first refusal to provide the sponsorship pursuant to terms and conditions that are substantially similar to those offered to the other financial institution and Huntington declines to exercise its right of first refusal. Huntington shall provide the University with a response in a reasonable amount of time, which the Parties understand will vary based on the sponsorship opportunity and timeline. University shall be permitted to incorporate the sponsor’s name and/or logo on materials related to the event or program being sponsored. Notwithstanding anything contained within this Agreement, the Parties agree that Huntington’s right of first refusal to sponsor events on WVU Tech’s campus are subordinate to the rights granted to Pendleton Community Bank.

- (ix) Naming Rights – Any naming rights associated with any professorship, academic program or college, facility (e.g., room, space, building), or other initiative if such naming results from a private donation or philanthropic gift to the University or its affiliates.

These Exclusions shall remain in full force and effect throughout the Term of this Agreement and shall supersede any conflicting exclusivity rights granted herein.

- 3.5 Credit and Debit Card Exclusivity. Huntington shall have exclusive rights to issue University-branded credit cards and debit cards as part of this Agreement with the exception of the current Mounty Bounty program, the current Venmo debit card program and other programs provided in Section 3.4. This exclusivity includes affinity debit cards issued to any Huntington deposit account customer. For avoidance of doubt, University colleges and departments may continue to provide prepaid cards for any purpose including, but not limited to, participation in research and travel stipends.
- 3.6 Student Internships. Huntington agrees to actively engage and participate in recruiting with the intent to provide paid internship opportunities in various fields at Huntington to University students.
- 3.7 Financial Literacy Program. Huntington agrees to work with University, including but not limited to representatives from the Division of Student Life, Talent & Culture, and the John Chambers College of Business and Economics, to promote a financial literacy course for University students, faculty, and/or employees, and will provide access to Huntington subject matter experts for speaking engagements and mentoring opportunities as mutually agreed to by the Parties.
- 3.8 RISE Program. To the extent permitted by law, Huntington agrees to make Huntington's RISE educational program available to four (4) University students on an annual basis.
- 3.9 General Commitment. Huntington will provide all Huntington Financial Services required under this Agreement through its own resources and through authorized subcontractors and agents of Huntington. University will not be obligated to hire, supervise or pay any resources on behalf of Huntington in the provision of Huntington Financial Services under this Agreement. Unless included in a Schedule hereto, University will not provide any training to Huntington in furtherance of this Agreement. Huntington will furnish its own support staff, materials, tools, equipment and other supplies necessary for the satisfactory performance under this Agreement. Huntington at all times retains the management of the Huntington Financial Services, including the exclusive right to control or direct the manner or means by which they are provided or performed. University may not make any representation, warranty, promise or statement to any Constituent regarding the approval, decline, collection, processing, or any other handling of Constituent's products or services as provided by Huntington. Any questions regarding Huntington's products or services shall be immediately referred to Huntington.
- 3.10 Student Support and Scholarships. Huntington agrees to provide University student support and scholarships in a total amount of two hundred fifty thousand dollars (\$250,000.00) over the Initial Term of this Agreement in accordance with criteria that are mutually determined by University and Huntington.

3.11 Huntington Personnel. Huntington is solely responsible for the recruitment, hiring, and retention of experienced, qualified, and sufficient personnel necessary to provide the Financial Services under this Agreement. Huntington shall be responsible for the wages and benefits of all of its employees. Huntington shall be solely responsible to the University and third parties for the acts, omissions, and other conduct of Huntington employees when acting in the course of their employment and providing Financial Services under this Agreement. Huntington agrees to abide by the WVU Supplier Code of Conduct: <https://procurement.wvu.edu/files/d/79435143-86af-40da-a41f-6b96e0d8b592/supplier-code-of-conduct.pdf>. Huntington shall ensure that its employees assigned to provide Services on WVU's campuses have undergone a reasonable pre-employment screening background check in compliance with applicable law. Huntington shall perform the background checks and is prohibited from permitting any employees to perform Financial Services on WVU's campuses if such person has not successfully completed a background check. The background checks shall include, at a minimum, a seven-year criminal county search (all addresses from applicant-provided residence, and criminal history information for the past seven years as well as any other addresses identified on the Social Security number trace) and a seven-year federal search (all addresses from applicant-provided residence, and criminal history information for the past seven years as well as any other addresses identified on the Social Security number trace). Huntington shall not hire any employees who will be providing Financial Services under this Agreement whose background check reveals status as a sex offender registrant or any conviction involving moral turpitude.

4. University Commitments. Subject to the exclusions provided in Section 3.4, University agrees to the following:

4.1 Official Designation. University agrees to designate Huntington, at Huntington's option, as the exclusive "West Virginia University Campus Banking Partner" or the "WVU Campus Banking Partner" (each an "Official Designation"). Huntington may utilize either Official Designation and a co-branded logo to be mutually developed and agreed upon by the Parties in print, broadcast, online and social media advertising and any other marketing channel now known or hereafter developed, consistent with the Agreement. Huntington shall have exclusive marketing and business rights to use the Official Designations within the Financial Services category. University agrees to provide those marketing related obligations and opportunities as set forth on Schedule 1.4. University represents that to the best of its knowledge after due inquiry there are no agreements currently in place or contemplated that would violate the terms hereof other than as set forth in the exclusions in Section 3.4. All requests to utilize University's trademarks and/or logos must be submitted to the University's Office of Brand and Trademark Licensing for review and approval at trademarklicensing@mail.wvu.edu. To the extent Huntington utilizes the University's trademarks and/or logos on apparel or other goods for internal or employee use, sale, re-sale, or giveaway, all such goods shall be royalty bearing and purchased from licensed vendors of the University through the Collegiate Licensing Company. Given the nature of this relationship, the University is waiving its standard procedure and not requiring Huntington to utilize licensed vendors to produce checks and pay royalties.

4.2 On-Campus Office and ATM Locations. University grants to Huntington the exclusive right to place ATMs on University's Morgantown and PSC campuses. University agrees that the locations made available to Huntington for such ATMs shall be as set forth in Schedule 1.1, and that any other locations made available to Huntington for any

additional ATMs shall be prominent and easily accessible by students, employees and faculty. University grants to Huntington the exclusive right to lease the space set forth in Schedule 1.5 hereto on WVU's main campus for the on-campus office. Subject to the exclusions set forth in Section 3.4, no other Financial Services provider will be permitted to operate a branch, office, ATM or other similar device on any property owned by University. For avoidance of doubt, nothing in this Agreement shall prevent a Financial Services provider from operating an office or ATM on property controlled by the University's Department of Intercollegiate Athletics; property the University has leased to the WVU Health System / WVU Medicine or its affiliated entities; or property occupied by the WVU Credit Union.

- 4.3 Student Opportunities. University agrees to introduce and integrate Huntington, its relationship with University and its ability to provide Financial Services to University students, as a feature of its student orientation and enrollment process. University agrees to provide exclusive access for Huntington to offer Financial Services at student events; provided, however, that this Agreement shall not prevent the University from allowing other financial institutions to participate in student events, including but not limited to, career fairs and speaking engagements so long as the other financial institutions do not market Financial Services at the events.
- 4.4. Employee On-boarding/Relocation. University agrees to exclusively integrate Huntington, its relationship with University and its ability to provide Financial Services to University employees, as a prominent feature of its employee on-boarding and relocation process.
- 4.5 Marketing Exclusivity. Subject to the exclusions in Section 3.4 of this Agreement, University grants to Huntington marketing exclusivity within the Financial Services category (except for wealth management and retirement planning services) to Constituents and at facilities that are under the control or authority of University. Rights include all marketing and promotional rights related to University, including, but not limited to, those more specifically set forth on Schedule 1.4. The marketing exclusivity granted in this Agreement to Huntington shall serve to prohibit University from contracting with any other Financial Services provider, except as expressly permitted in Section 3.4 of this Agreement. In addition to the exclusive rights specifically outlined in this Agreement, University agrees to make best efforts to identify and provide additional marketing opportunities to Huntington related to other organizations or events over which University has influence, but not control.
- 4.6 Ongoing Commitment. University agrees that the defined elements in this Agreement are not all inclusive and that it is expected that these elements will change over time. University agrees to designate a single point of contact in order to efficiently manage the total relationship and assist in the coordination of all aspects of this Agreement. University designated single point of contact's duties shall include the ongoing identification of opportunities for Huntington to consider, and assistance with the coordination of all implementation efforts by both Parties. The Parties further agree to coordinate periodic meetings as provided in Schedule 1.4 to ensure that the relationship created by this Agreement maintains visibility and continues its momentum throughout the Term.
5. Preexisting Agreements. Subject to the knowledge qualifier set forth in Section 4.1 and exclusions identified in Section 3.4, the University agrees that as of the Effective Date of this Agreement, this is the only Agreement between the University and a financial services provider

for the provision of banking and Financial Services provided to University Constituents.

6. Compensation. In exchange for University's commitments as provided for in this Agreement, Huntington agrees to pay University the amounts set forth in Sections 6.1, 6.2 6.3, and 6.4 below. All payments made by Huntington hereunder shall be made by ACH sent to an account designated in writing by University.
 - 6.1 Initial Fee. Huntington shall pay University an initial fee of one million dollars (\$1,000,000) within thirty (30) days of the Effective Date.
 - 6.2 Annual Fees. Huntington shall pay University four (4) annual fees of one hundred fifty thousand dollars (\$150,000) each within thirty (30) days of the first through fourth anniversaries of the Effective Date (for a total of \$600,000.00). Huntington shall pay the University a prorated fee of \$75,000 within thirty (30) days of the fifth anniversary of the Effective Date, representing the partial year.
 - 6.3 Courier Costs. Huntington shall pay University One Thousand Three Hundred dollars (\$1,300) per month for the first year of the Agreement to reimburse University for the expected cost of courier services. If University is granted an exception to the rules and laws that require deposits to be made within one (1) business day, which necessitate the use of courier services, including W. Va. Code § 12-2-2, University shall notify Huntington and Huntington will no longer be required to reimburse University for those expenses, unless the exception is withdrawn.
 - 6.4 Revenue Share. Huntington shall pay University a percentage of revenue calculated using the methodology described in Exhibit B, subject to the receipt of timely, accurate and complete Constituent data in accordance with the terms contained in Schedule 1.4. The revenue share will be payable annually, in arrears. Huntington shall pay the revenue share for the prior year based on the calculation within ninety (90) days after the end of each annual period so long as University provides the final month's Constituent data for the immediate prior annual period within thirty (30) days of the end of the annual period. The first annual period for purpose of this calculation shall begin upon the Effective Date of this Agreement. Huntington's obligation to make the annual revenue share payment following the expiration of this Agreement shall survive for purpose of the final annual period, but will not survive an early termination of this Agreement.
7. Term and Termination.
 - 7.1 General Term. Unless stated otherwise in the incorporated schedules and exhibits, and then only as it relates to that specific schedule or exhibit, this Agreement, and each schedule, shall commence on the Effective Date and end on June 30, 2031,(the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement. Only upon the mutual written agreement of both Parties, will this Agreement be renewed for two (2) successive terms of five (5) years (a "Renewal Term"). The Initial Term and the Renewal Term(s) may be referred to herein as a "Term".
 - 7.2 Cure Period for Breach of the Agreement. In the event that either Party breaches any of its material obligations under this Agreement, the non-breaching Party may send the breaching Party written notice of default specifying the nature of the breach. The breaching Party shall have thirty (30) days from the receipt of such notice within which to cure such breach. If more time is reasonably required for the breaching Party to cure its performance, the breaching Party shall notify the non-breaching Party in writing of

its proposed schedule for performance, and shall commence to cure its performance within thirty (30) days of delivery of the original notice of default. Thereafter, the breaching Party shall diligently proceed to cure the breach, but in no event will the cure period exceed sixty (60) days beyond the receipt of the original notice of the breach. If breaching Party fails to cure within such cure period to the reasonable satisfaction of the non-breaching Party, then the non-breaching party shall have the right to terminate this Agreement immediately by serving the breaching party written notice of termination.

- 7.3 Default on Payment. Huntington shall be in default hereunder in the event that it fails to make any payment specified in Section 6 above for more than thirty (30) days after receipt of written notice from University that any undisputed payment is overdue, subject to the right to cure pursuant to Section 7.2.
- 7.4 Obligations upon Termination. With respect to checks, debit cards or any other account access device produced incorporating the name and/or trademarks of University, University acknowledges and agrees that there shall be no obligation for Huntington to retrieve those items or devices delivered to its customers prior to the termination of this Agreement. The continued use of such checks, debit cards and other account access devices through their productive life beyond the Term of this Agreement by Huntington's customers is permitted and shall not be a violation of this Agreement.
8. Disclaimer of Warranty. The rights, powers and remedies given to the Parties by this Agreement shall be in addition to, and not in lieu of, all rights, powers and remedies granted to the Parties by virtue of any statute or rule of law; provided, however, that in no event will either party be liable to the other for incidental, consequential or punitive damages arising out of a breach of this Agreement.
9. Assignment. Huntington may not assign its rights hereunder to others, without the express written consent of University, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, such consent shall not be required if Huntington assigns this Agreement to an affiliate or in connection with a merger, or sale of all or substantially all of its stock or assets.
10. Compliance with Law. The Parties shall comply with all applicable state and federal laws in the exercise of this Agreement, including but not limited to those laws relating to the marketing of financial products to college students and those laws governing the disclosure of student information to third Parties.
11. Relationship of the Parties. The Parties shall and remain at all times independent contractors, neither being the employee, agent or representative of the other in their relationship under this Agreement. Nothing in this Agreement shall constitute a legal partnership between the Parties.
12. Public Announcement. The Parties agree to issue a press release regarding this Agreement and Huntington's status as, at Huntington's option, the West Virginia University's Campus Banking Partner or WVU Campus Banking Partner as established under this Agreement in a form to be mutually agreed upon by the Parties. University agrees to promote these items and include a link to the press release on University's Facebook and LinkedIn pages, and any other Social Media platforms agreed to by the Parties, within one day of date of the press release.
13. Department of Education Cash Management Compliance Agreement. The Parties agree to comply with the Department of Education Cash Management Compliance Agreement, which is attached hereto as Exhibit A and incorporated herein by reference.

14. Confidentiality.

- 14.1 Confidential Information. Any 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 under 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.
- 14.2 Disclosures by Public Bodies. Nothing in this Agreement shall in any way limit the ability of University to comply with any laws or legal process concerning disclosures by public bodies. The Parties acknowledge that any responses, materials, correspondence or documents provided to University may be subject to the West Virginia Freedom of Information Act (“FOIA”) and may be released to third parties if required by the FOIA or any other law and such release will not constitute a breach or threatened breach of this Agreement.

15. Secure Protection and Handling of Data.

- 15.1 System, Network and Data Security. Huntington agrees at all times to maintain system, network and Data security that - at a minimum - includes: network firewall provisioning, intrusion detection, web application firewall, industry standard encryption of confidential information while being transmitted and stored, a robust program to identify and resolve known vulnerabilities that are critical in nature, access control governed by strong, complex password software requirements, automatic password expiration and lockout controls, authenticated password reset and encrypted login and data transmission using SSL or other industry standard secure transmission protocol and system and network components patched with all appropriate security updates and releases (at a minimum those denoted as critical or high in severity).
- 15.2 Data Storage. Huntington agrees that any and all data contained in the Data Files provided by University as described in Schedule 1.3 of this Agreement, will be stored, processed, and maintained solely on designated target servers and that no such data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Huntington’s designated backup and recovery processes. Huntington agrees to transmit all such data in encrypted form, and store (including backups) in a secured environment.
- 15.3 Data Re-Use. Huntington agrees that any and all data exchanged pursuant to Schedule 1.3 shall be used expressly and solely for the purposes enumerated in this Agreement and that any third parties that receive such data will enter into a contract with Huntington requiring it to only use the data to carry out the purpose of this Agreement. Nothing in this section will prevent Huntington from utilizing the data after the termination of this Agreement provided that such use would otherwise comply with this Agreement.
- 15.4 Insolvency Data Handling. Huntington agrees that in the event of its bankruptcy or insolvency, it shall erase, destroy, and render unreadable all data provided pursuant to

Schedule 1.3 in accordance with NIST standards and certify in writing that these actions have been complete within thirty (30) days of the filing of a bankruptcy petition, or a determination of insolvency.

15.5 Compliance. Huntington agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information from Huntington's systems and when required by applicable law, will assume the responsibility of informing the affected individuals in accordance with applicable law.

16. Representations and Warranties.

16.1 University Representations and Warranties. University represents and warrants, as of the Effective Date and during the Term of this Agreement, that:

- (i) University is duly organized, validly existing and in good standing under the laws of the state in which it operates and has the requisite corporate power and authority to enter into this Agreement;
- (ii) The execution, delivery and performance of this Agreement by University is within University's powers, has been duly authorized by all necessary corporate action, and does not violate, conflict with or constitute a breach under any articles of incorporation or charter, bylaw, applicable law, contract or obligation applicable to University;
- (iii) This Agreement constitutes a legal, valid and binding obligation of University, enforceable against it in accordance with its terms;
- (iv) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body with jurisdiction over University is required for the execution, delivery and performance by University of this Agreement;
- (v) No information, schedule, exhibit, or financial information furnished or to be furnished by University to Huntington in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading;
- (vi) University has not entered and will not enter any agreement that would prohibit Huntington from fulfilling its duties and obligations under the terms of this Agreement; and
- (vii) University has all rights, authorizations and/or licenses that are necessary to fulfill its duties and obligations and grant the rights that it grants under the terms of this Agreement.

16.2 Huntington Representations and Warranties. Huntington represents and warrants as of the Effective Date and during the Term of this Agreement that:

- (i) Huntington is a national banking association organized, validly existing and in good standing under the laws of the United States, and is FDIC insured, and has the requisite corporate power and authority to enter into this Agreement;
 - (ii) Huntington's execution, delivery and performance of this Agreement are within Huntington's corporate powers, have been duly authorized by all necessary corporate action and do not contravene Huntington's bylaws or charter or applicable law or contractual restrictions to which it is subject;
 - (iii) Any authorization or approval or other action by, or notice to or filing, any governmental authority or regulatory body that is required for the execution, delivery and performance by Huntington of this Agreement shall be obtained in a timely manner;
 - (iv) This Agreement constitutes a legal, valid and binding obligation of Huntington, enforceable against it in accordance with its terms;
 - (v) No information furnished by Huntington to University in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading; and
 - (vi) Huntington has all rights, authorizations and/or licenses that are necessary to fulfill its duties and obligations and grant the rights that it grants under the terms of this Agreement;
17. Third Party Rights. No provision of this Agreement is intended or shall be construed to confer upon or give to any person or entity other than University and Huntington any rights, remedies, or other benefits under, or by reason of, this Agreement.
18. Insurance. Huntington shall procure, at its own expense, and maintain for the duration of the Agreement, the following insurance coverage from insurers authorized to do business in the State of West Virginia: (a) Commercial general liability insurance of \$1,000,000 per occurrence and \$2,000,000 general aggregate; (b) Worker's Compensation insurance in accordance with applicable statutory limits; (c) crime bond with a limit of \$1,000,000 per occurrence to protect against losses from theft, employee dishonesty, and certain other criminal acts, (d) property insurance coverage to protect against losses or damages to real property that Huntington owns or leases as well as the contents of those properties for replacement cost against risks such as fire, theft, vandalism, and other potential damages, and (f) cyber liability insurance with a limit of \$10,000,000 general aggregate to include but not be limited to coverage for data recovery, notification expenses, regulatory fines, and legal defense related to cyber security events. Huntington shall provide such other insurance as may be required by law. Commercial general liability insurance carried by Huntington in connection with the Agreement shall include University as an additional insured. Huntington shall provide a certificate of insurance to the University evidencing required coverage upon request. The insurance company(ies) providing the above-described coverage shall have an AM Best Rating of no less than (A-) excellent.
19. Proper Authority. The Parties hereto represent and warrant that the person executing the Agreement on behalf of each party has full power and authority to enter into this Agreement

and that the Parties are authorized by law to perform the services or grant the rights set forth herein.

20. Execution. This Agreement may be executed in counterparts.
21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
22. Notice. All demands, approvals, consents or notices (collectively referred to as a “notice”) shall be in writing and sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service or sent by overnight or same day courier service at the party’s respective Notice Address(es) set forth below. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Huntington has vacated the premises or any other Notice Address of Huntington without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either Party may, at any time, change its Notice Address by giving the other Party written notice of the new address.

West Virginia University
Procurement, Contracting,
& Payment Services
P.O. Box 6024
Morgantown, WV 26506
Attn: Director of Procurement

Copy to: General Counsel’s Office
1500 University Avenue
Stewart Hall Room 105
Morgantown, WV 26506
ATTN: General Counsel

Unless hereinafter changed by written notice to the other Parties any notice to Huntington shall be delivered or mailed to:

The Huntington National Bank
Corporate Real Estate Department
5555 Cleveland Avenue – GW1097
Columbus, Ohio 43231
Email: HNBLeaseAdmin@huntington.com

With a copy to: The Huntington National Bank
41 South High Street Columbus,
OH 43215
Attn: Legal Department

23. Modifications. It is further mutually agreed that modifications to this Agreement must be in writing and mutually agreed to by authorized representatives for both Parties.

24. Entire Agreement. This Agreement (and the separate exhibits and schedules memorializing the specific rights that set forth herein, and any other documents that are incorporated by reference herein) constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings, whether verbal or written.
25. Governing Document. Notwithstanding any provision of this document or any exhibit, or schedule to the contrary, in the event of a conflict or inconsistency between the provisions of this Agreement and any other provision of its exhibits or schedules, the provisions of this Agreement shall take precedence, and therefore shall govern.
26. Headings. Section and sub-section headings are solely for the convenience of the reader and are not to be substantively construed.
27. Waiver. No waiver of any provision of this Agreement shall be valid or effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement is sought. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
28. Governing Law. This Agreement shall be controlled by the laws of the state of West Virginia.

[Signature page follows. No further text on this page.]

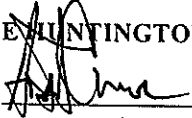
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

WEST VIRGINIA UNIVERSITY

WEST VIRGINIA UNIVERSITY
INSTITUTE OF TECHNOLOGY

WEST VIRGINIA UNIVERSITY
POTOMAC STATE COLLEGE

THE HUNTINGTON NATIONAL BANK

By: 

Title: V.P. University Program Manager

Printed Name: ADAM CHILWE

Date: 3/20/26

By: 

Title: Director of Procurement

Printed Name: M. TODD KIGER

Date: FEBRUARY 25, 2026

EXHIBIT A

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT (“DOE CM Compliance Agreement”) is entered into by and among University and Huntington and is an exhibit to and forms and integral part of the Affinity and License Agreement between University and Huntington (the “Agreement”). The DOE CM Compliance Agreement is effective as of the Effective Date of the Agreement. Capitalized terms used in this DOE CM Compliance Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

WHEREAS, University has determined certain provisions of the Agreement create a Tier Two Arrangement (as hereinafter defined);

WHEREAS, the DoE Regulation (as hereinafter defined) imposes various requirements upon University as a party to a Tier Two Arrangement;

WHEREAS, the Parties desire to enable University to comply with the DoE Regulation; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, it is agreed as follows:

1. **General.** To the extent that there is a conflict between the terms set forth in the Agreement and the terms of this DOE CM Compliance Agreement, the terms of this DOE CM Compliance Agreement shall prevail.
2. **Definitions.** Capitalized terms used herein and not otherwise defined herein, shall have their respective meanings set forth in the Agreement.
 - (a) “Access Device” shall mean a card, code, or other means of access to a Huntington Financial Account, or any combination thereof, that may be used by a student to initiate electronic fund transfers.
 - (b) “Award Year” shall mean each period beginning July 1 and ending June 30 of the following year during the Term of the Agreement in which University is entitled to receive consideration under the Agreement.
 - (c) “Customer Complaint” shall mean when a Huntington customer of Huntington's products or services who is also a full- or part-time student of University expresses dissatisfaction with Huntington’s products, services and/or business practices within the scope of the Tier Two Arrangement between Huntington and University, regardless of whether such dissatisfaction is expressed verbally, in writing or by electronic or other means.
 - (d) “DoE Regulation” shall mean the Department of Education cash management regulations, as amended from time to time (34 CFR Part 668).

- (e) “Directory Information” shall mean University student information that is designated as such in accordance with 34 CFR 99.3 l(a)(11) and CFR 99.37.
- (f) “Huntington Financial Account” shall mean a student's checking or savings account, prepaid card account, or other consumer asset account held directly or indirectly by Huntington and offered or intended to be offered under the Tier Two Arrangement portion of the Agreement.
- (g) “Huntington Financial Account Data” means information regarding the number of University students who had Huntington Financial Accounts open at any time during the most recently completed Award Year and the mean and median of the actual costs incurred by University students who have Huntington Financial Account(s). Huntington shall use commercially reasonable standards to prepare the information.
- (h) “Tier Two Arrangement” shall mean that an institution located in a state has a contract with a financial institution, or entity that offers financial accounts through a financial institution, under which financial accounts are offered and marketed directly to students enrolled at the institution.

3. **Student Choice.**

- (a) Huntington shall provide a list and identify the major features and commonly assessed fees associated with any Huntington Financial Account (the “Huntington List”) to University no later than thirty (30) days after the Effective Date of the Agreement. Huntington shall provide University a copy of the Huntington List and a URL address to an existing Huntington internet webpage containing the terms and conditions of each Huntington Financial Account. In the event of any change to any information on the Huntington List, Huntington shall give prompt notice of any such change to University and shall provide an updated Huntington List and URL to University within a reasonable period of time following the date of such change not to exceed 30 days.
- (b) Huntington shall provide the Huntington List to University following the format and content requirements specified by the Secretary of Education in the notice published at 82 Federal Register 32762.
- (c) University shall post the Huntington List and the URL for the terms and conditions of each Huntington Financial Account on its website.

4. **Customer Complaints.** In the event that University receives a Customer Complaint that (i) University is unable to resolve, (ii) becomes public knowledge, or (iii) raises questions related to compliance with applicable law, University shall immediately notify Huntington and deliver to Huntington a written summary or copy of such Customer Complaint along with associated correspondence and information. In the event Huntington receives a Customer Complaint, it shall promptly notify University and deliver to University a written summary or copy of such Customer Complaint along with associated correspondence and information. The University will designate where Huntington should deliver Customer Complaints.

5. **University DoE Regulation Compliance.**

- (a) **Student Consent.** Huntington shall obtain each University student's consent (i) to open a Huntington Financial Account before University provides any personally identifiable information about such student to Huntington or its agents, other than Directory Information or (ii) before an Access Device is sent to the student by Huntington or an Access Device is validated with respect to any such Huntington Financial Account, enabling such student to use the Access Device to access the Huntington Financial Account.
- (b) **Fees.** Huntington shall not charge any of the following fees with respect to any Huntington Financial Account: (i) an account opening fee, (ii) a fee to execute balance inquiries or access funds deposited at Huntington through Huntington ATMs, or (iii) a fee to validate or activate any Access Device.
- (c) **Disclosure Requirements.** Notwithstanding anything to the contrary in the Agreement, University shall be permitted to disclose, on the University website, the following: (1) a copy of the Agreement without any redactions; (2) a copy of any amendment or supplement to the Agreement, except for any portions that, if disclosed, would compromise personal privacy, proprietary information technology, or the security of information technology or of physical facilities; and (3) in a format established by the Secretary of Education, total consideration for the most recently completed Award Year under the terms of the Tier Two Arrangement portion of the Agreement, monetary and non-monetary, paid or received by the Parties in relation to University students under the Tier Two Arrangement portion of the Agreement and the Huntington Financial Account Data. In addition, University shall be permitted to provide the Secretary of Education with an up-to-date URL so that this Agreement and the Huntington Financial Account Data can be published in a centralized database accessible to the public.
- (d) **ATMs.** Huntington hereby agrees to ensure University students with Huntington Financial Accounts access to surcharge-free in-network ATMs sufficient in number and housed and serviced such that funds are reasonably available to University students including at times University or its third-party service provider makes direct payments into Huntington Financial Accounts.
- (e) **Not a Credit Card.** Huntington agrees that Huntington Financial Accounts are not, and will not be, marketed or portrayed as, or converted into, credit cards.
- (f) **Student Financial Interests.** University shall determine whether the terms of the Huntington Financial Accounts are consistent with the best financial interests of the University students opening such Huntington Financial Accounts. University shall make such determination as follows:
 - (i) University shall periodically and at least every two years conduct reasonable due diligence reviews to ascertain whether the fees charged by Huntington under the Huntington Financial Accounts are, considered as a whole, consistent with or below prevailing market rates (the "Review"). Huntington shall provide such information as University may reasonably request in connection with any such Review by University.

University shall provide Huntington with a copy of the results of each Review within fifteen (15) days from the completion of the Review.

- (ii) University shall have the right to terminate the Tier Two Arrangement portion of the Agreement (x) if University determines pursuant to the Review that the fees assessed by Huntington under the Huntington Financial Accounts are not consistent with or are above prevailing market rates or (y) based on Customer Complaints.
 - a. University agrees that, prior to terminating the Tier Two Arrangement portion of the Agreement under this Section, University shall enter into a sixty (60)-day discussion period with Huntington, or such longer period of time as the Parties mutually agree in writing (the "Discussion Period"). During said Discussion Period, University and Huntington shall review the findings of the Review or the Customer Complaints, as applicable.
 - i. If the Parties mutually agree that the findings of the Review are inaccurate or non-conclusive, the Tier Two Arrangement portion of the Agreement shall remain in full force and effect.
 - ii. If the Parties determine corrective action is required, they will negotiate in good faith to establish a commercially reasonable plan to address those items considered unsatisfactory in the Review or results from Customer Complaints (the "Plan") and a time line for implementation (the "Plan Implementation Period"). Huntington, with University assistance as appropriate/needed, shall begin implementation of the Plan promptly following the date upon which the Parties mutually agree to the Plan in writing.
 - b. If the Parties cannot agree to a Plan or if the Plan is not satisfactorily completed within the Plan Implementation Period, then University may terminate the Tier Two Arrangement portion of the Agreement upon sixty (60) days written notice to Huntington. University shall provide such notice no later than thirty (30) days after the expiration of the Discussion Period or the Plan Implementation Period.
- (g) Huntington Financial Account Data. University intends to use the revenue sharing approach to calculate the Huntington Financial Account Data as described in the Dear Colleague letter dated as of September 7, 2016 regarding Institutional Reporting of Fee Information under the New Cash Management Regulations. As such, Huntington shall provide the Huntington Financial Account Data using the revenue sharing approach and following the format to be published by the Department of Education to University no later than August 1 of each year.

EXHIBIT B

INCENTIVE PLAN METHODOLOGY FOR UNIVERSITY

Overview:

Huntington will pay incentive to University based upon the growth and expansion of Huntington Households that are matched to the University Constituent base.

Incentive Methodology and Formula:

For banking products and services, Huntington will pay University based upon annual Household growth over an established baseline of 4% annual household growth. Household growth will be measured and paid separately by individual Constituent base based upon the following schedule:

Constituent	Payout per Household
Student	\$20
Employees/Faculty	\$150

Establishment of Baseline Households:

The baseline of University/Huntington households will be established by matching the University Constituent data for students, faculty, and employees with Huntington's data warehouse of customer records. Using Huntington's established house holding logic, Huntington will match the University Constituent records to all related customer and business banking households at Huntington. Both University and Huntington will document the starting baseline of Households in writing once it is established.

Periodic Measurement of Household Growth and Cross-Sell Baseline:

Periodically and at least quarterly, Huntington will match the most current available Constituent data provided by University with the Huntington data warehouse, resulting in an updated list of matched program participants. These metrics will be reported to University at least quarterly.

Annually, the incentive payment to University will be calculated by applying the Household growth payout matrix.

Adjustment Process for Unforeseen Events:

Changes to the business environment can significantly impact the revenue generation potential of Huntington customers. To ensure the ongoing integrity and relevance of the incentive program, Huntington and University shall hold a formal annual review of the program, or at other times based upon the request of either Party. An automatic adjustment to the baseline will occur upon the occurrence of the following events:

- Updates to Constituent data provided by University based on improved reporting. For example, the number of Constituent names provided by University to Huntington increases because University improves the ability to identify or provide data to Huntington, after the baseline has been established. This would be cause to adjust the

baseline instead of counting the matched new names as growth over baseline.

- Mergers and/or acquisitions that increase the Huntington penetration into the University Constituent base. In the case of a merger or acquisition, customer accounts acquired that would have been counted in the baseline had the acquisition occurred prior to the Commencement Date, would be cause to adjust the baseline instead of counting the matched newly acquired account names as growth over baseline.

Hypothetical Illustration of Potential Revenue Share in a Given Year

	University Population	Matched Huntington Households as of January 1	4% New Growth Target	Match Huntington Households as of December 31	Number of Huntington Households over 4% Target	Revenue Share Per Household	Payout
Student	26,000	2,793	2,904	3,250	346	\$20	\$6,920
Employee and Faculty	6,500	789	821	944	123	\$150	\$18,450
Total Payout							\$25,370

EXHIBIT C
UNIVERSITY LOGOS



SCHEDULE 1.1

Description of ATM Services: The functionality of the ATMs provided by Huntington hereunder shall generally have the ability to perform the following functions, which list of functions may be updated from time to time by Huntington or more particularly tailored to each ATM in Huntington's discretion:

Cash Withdrawals This is the withdrawal of cash from a Checking, Savings or Credit Card account. This transaction incurs a surcharge fee per transaction for non-Huntington customers only.

Balance inquiries This is a report of the balance of a Checking or Savings account. There is no fee for this type of transaction.

Transfers This is the transfer of funds from a Checking to Savings account, or visa- versa. There is no fee for this type of transaction.

Fast Cash This is a cash withdrawal in a predetermined amount without a receipt. This transaction incurs a surcharge fee per transaction for non-Huntington customers only.

Mini statements This is a receipt printout of a customer's most recent transactions. This is available for Huntington customers only. This transaction does involve a fee depending on checking account type.

ATM Customization Huntington has the ability to customize the ATM screens to allow University to target market services to their students. Multiple messages throughout the day can be generated, and advertising can be targeted to select cardholders via bin number identification (i.e., faculty, students). Huntington shall not advertise, market, or solicit credit cards on ATM screens located on WVU's campus.

AUTOMATED TELLER MACHINE LICENSE AGREEMENT

This Automated Teller Machine License Agreement (this “Agreement”) is made and entered into at Columbus, Ohio, as of this 20th day of February, 2026 (the “Effective Date”), by and between The Huntington National Bank (“Licensee”), a national banking association, with its offices at 5555 Cleveland Avenue, GW 1097 Columbus, OH 43231, and the West Virginia University Board of Governors on behalf of West Virginia University, West Virginia University Institute of Technology, and West Virginia University Potomac State College (“Licensor”), an institution of higher education with an address at 1500 University Avenue, Morgantown, WV 26506.

WHEREAS, Licensee in the ordinary course of its business owns or leases and operates automated teller machines or other automated banking machines for use by its banking customers and/or customers of other financial institutions; and

WHEREAS, Licensor desires to have Licensee install, operate, and maintain the automated teller machine(s) or other automated banking machines (the “ATM” or “ATMs”) as each is described in Exhibits A-1, A-2, A-3, A-4, A-5, and A-6 (such exhibits collectively referred to herein as “Exhibit A”), as may be amended from time to time by mutual agreement of the parties, and Licensee desires to install, operate, and maintain the ATMs at the Location(s) set forth on Exhibit A (collectively, “Location”).

NOW, THEREFORE, in consideration of the promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

- 1. License and Authority.** Licensor hereby grants Licensee an exclusive license (subject to Exhibit A of the Master Agreement (as defined below)) for the term of this Agreement, which shall not be terminable except as set forth in this Agreement, to install, operate, and maintain the ATMs at the Location. Licensor agrees that, during the term of this Agreement, it shall not license or lease space to any other person or entity to install, operate and maintain any automated teller or banking machine at the Location, with exception to any such agreement currently in place as set forth on Exhibit A of the Master Agreement. Licensor shall at all times during the term of this Agreement be responsible for maintenance and upkeep (in a professional and workmanlike manner) of the Location and the premises, access ways, driveways, and sidewalks surrounding the ATMs, and shall at all times provide an attractive and suitable environment for use of the ATMs by members of the general public and occupants of the building, facility, access ways, driveways, sidewalks or other lands containing or adjacent to the Location. Licensor shall not interfere with or prohibit the electrical, telecommunication, mechanical or other operation of any ATM or with persons using any ATM. The days and hours of availability of the ATMs for use by members of the general public shall be at least equal to the days and hours of availability to members of the general public of the building, facility, or premises containing the Location. Licensor shall afford Licensee’s employees and agents access for maintenance and service of the ATMs at such times and frequencies as Licensee shall reasonably require within normal business hours of the Location. Neither Licensor nor any of its employees, agents, tenants, or other licenses shall block or restrict access, or inhibit the visibility of the ATMs.
- 2. Installation, Operation and Maintenance of ATMs.** Subject to the terms of this Agreement, Licensee agrees to install, operate, and maintain the ATMs at the Location. The anticipated commencement date is February 20,, 2026, but Licensee shall not be liable for any delays unless Licensee specifically agrees (in writing) otherwise. Licensor agrees to work with

Licensee in good faith to provide Licensee with access to the Location during the period between execution of this Agreement and the commencement date for Licensee to inspect the Location, order survey(s) on the Location or any portion thereof if desired by Licensee, and/or conduct any other due diligence reasonably desired by Licensee. Except for services provided by Licensor as set forth in Section 1 above, all costs of installing, operating, and maintaining the ATMs shall be paid by Licensee. All maintenance and service shall be the responsibility of Licensee, and Licensee will use its reasonable efforts to keep the ATMs functional and operating in accordance with the standards Licensee applies to its automated teller machines generally. Licensor shall not attempt any maintenance or servicing or move or attempt to move the ATMs.

3. **Term.** This Agreement shall be coterminous with the Affinity and License Agreement between West Virginia University and The Huntington National Bank, dated January 1, 2026, with an Initial Term ending on June 30, 2031, (the “Master Agreement”), which is incorporated herein by this reference and the provision of which shall supersede the provision of this Agreement in the event of any inconsistencies.
4. **Options.** The Parties may mutually agree to renew this Agreement for two additional five (5) year terms in accordance with the terms of the Master Agreement.
5. **License Fees.** There shall be no License Fee due or payable during the term of this Agreement.
6. **Common Areas.** Licensor shall be responsible for maintaining all Common Areas surrounding the ATMs (which shall include, without limitation, all drives and access ways providing access to the ATMs) in a safe, clean, neat and orderly condition, including but not limited to maintaining paving and landscaping in the Common Areas and providing snow removal. The term “Common Areas” shall mean any areas that are accessible by the general public upon the real property owned or leased by Licensor.
7. **Relocation.** If either party desires to have any ATM moved to a different location, such party shall provide the other party with written notice proposing the new location at least ninety (90) days prior to the proposed relocation, and the other party may, in its discretion, agree to move such ATM to the new location, subject to any required government or regulatory approval. All costs of relocating the ATM (including but not limited to costs of removal, installation, re-installation, transportation and electrical and telecommunications disconnect and reconnect) shall be borne by the party requesting the relocation. Only Licensee's authorized employees, agents, or contractors may disconnect or move an ATM. Any access to the ATM for relocation must be done during the normal business hours of the Location, unless otherwise agreed to in writing by the parties.
8. **Covenants and Warranties.**
 - (a) Each party warrants that it is duly organized, validly existing, and in good standing under the appropriate laws of the United States of America and the party’s jurisdiction of organization.
 - (b) Each party warrants that it has the corporate or other appropriate organizational power and authority to execute, deliver and perform this Agreement. Subject to any internal approval yet to be obtained as described in Exhibit A, each party further warrants that the execution, delivery and performance by it of this Agreement has been duly authorized and approved by all requisite action of the party’s management and appropriate governing body.

- (c) Licensor represents, warrants and covenants with and to Licensee that, all improvements, building and land at and around the Locations (collectively, the “Premises”) are free of any Hazardous Materials and there are not currently any known violations of Environmental Laws. If Licensor receives written notice or otherwise obtains actual knowledge of the presence of Hazardous Materials in the Premises in violation of Environmental Laws not caused or disturbed by Licensee or by Licensee’s Related Parties, Licensor (at no cost to Licensee) shall promptly remediate such Hazardous Materials to the extent required by applicable Environmental Laws. Licensor hereby agrees to indemnify, hold harmless and reimburse Licensee and its Related Parties from and against any and all fines and reasonable direct remedial costs and expenses (including reasonable legal expenses and consultants’ fees) (collectively, “Costs”) that Licensee and its Related Parties, as applicable, actually incurs due to a clean-up, abatement, removal, or other remedial response required of Licensor or Licensee by an appropriate governmental authority resulting from or caused by the introduction, production, use, generation, storage, treatment, disposal, discharge, release or other handling or disposition of any Hazardous Materials on or about the Premises. However, this indemnity provision will not apply to any Costs caused by the negligence or intentional misconduct of Licensee, its partners, officers, agents, contractors or employees, or resulting from any Hazardous Materials introduced to, produced, stored, or generated at the Premises by Licensee or its Related Parties, or disturbed, distributed or exacerbated by Licensee or its Related Parties.
- (d) Licensee covenants and agrees that Licensee shall, at all times during the Term and at its sole cost, comply with and assume responsibility and liability under all Environmental Laws applicable to occupancy or use of or operations at the Location by Licensee and the Licensee’s employees, contractors vendors and agents (collectively, “Related Parties”), so long as the presence, release or problem was caused by Licensee or anyone acting on Licensee’s behalf. In the event that Licensee proposes to undertake any alterations to the Location in excess of \$5,000, Licensee shall comply (at Licensee’s sole cost) with Licensor’s criteria (as established from time to time), if any, for testing and remediation of Hazardous Materials. Licensee agrees that should it or any of the Licensee Related Parties know of (a) any violation of Environmental Laws relating to the Location, or (b) the escape, release or threatened release of any Hazardous Materials in, at or about the Location, Licensee shall promptly notify Licensor in writing of such violation, escape, release or threatened release, and Licensee shall provide all warnings of exposure to Hazardous Materials in, at or about the Location in strict compliance with all applicable Environmental Laws. Licensee shall at no time use, analyze, generate, manufacture, produce, transport, store, treat, release, dispose of or permit the escape of, or otherwise deposit in, at or about the Premises or the Property, any Hazardous Materials, or permit or allow any of the Licensee Related Parties or their respective contractors or vendors to do so. If Licensee or any of the Licensee Related Parties materially violates the provisions of this Section, in addition to Licensor’s other rights and remedies in the case of such default, Licensee shall be responsible, at its sole cost, for the removal and disposal, in compliance with Environmental Laws, of any Hazardous Materials present at or emanating from the Property as a result of such violation and for the repair and restoration of any damage to the Location caused thereby (or, at Licensor’s option, Licensor may perform such work, at Licensee’s sole cost). As used in this Agreement, the term “Environmental Laws” shall mean any and all federal, state and local laws, regulations, ordinances, codes and policies, and any and all judicial or administrative interpretations thereof by governmental authorities, as now in effect or hereinafter amended or enacted, relating to (i) pollution or protection of the environment, natural resources or health and safety; including, without limitation, those regulating, relating to, or imposing liability for emissions, discharges, releases or threatened releases of Hazardous Materials into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment,

storage, disposal, release, transport or handling of Hazardous Materials; and (ii) the use of chemical, electrical, radiological or nuclear processes, radiation, sophisticated electrical and/or mechanical equipment, sonar and sound equipment, lasers, and laboratory analysis and materials, and the term "Hazardous Materials" shall mean any and all substances, chemicals, wastes, sewage or other materials that are now or hereafter regulated, controlled or prohibited by any Environmental Laws, including, without limitation, any (A) substance defined as a "hazardous substance", "extremely hazardous substance", "hazardous material", "hazardous chemical", "hazardous waste", "toxic substance" or "air pollutant" by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq.; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; or the Occupational Safety and Health Standards, 25 C.F.R. 1910-1000 et seq., or regulations promulgated thereunder, all as amended to date and as amended hereafter; (B) hazardous substance, hazardous waste, toxic substance, toxic waste or hazardous material, waste, chemical or compound described in any other Environmental Laws; and (C) asbestos, polychlorinated biphenyls, urea formaldehyde insulation, flammable or explosive or radioactive materials, gasoline, oil, motor oil, waste oil, petroleum (including, without limitation, crude oil or any component thereof), petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, and other regulated chemical products.

- (e) This Agreement, when executed and delivered, shall constitute the valid and legally binding obligation of each party enforceable against it in accordance with the Agreements terms and conditions, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, receivership, conservatorship, moratorium, or other similar laws now or hereafter in effect, and except as such enforceability may be limited by general principles of equity (whether considered in a proceeding at law or in equity).
- (f) The execution and delivery of this Agreement by each party (i) does not constitute a violation or breach of the charter, by-laws, or other constituent document of it, (ii) will not conflict in any material respect with or violate in any material respect any law, rule, regulation, order, judgment or decree applicable to or binding on it, (iii) will not conflict in any material respect with or violate in any material respect any material indenture, contract, agreement, lease, mortgage, deed of trust or other instrument to which it is a party or to which it is bound, and (iv) will not result in the creation of any material lien, charge or encumbrance upon the properties or assets of it.
- (g) Each party shall comply with all applicable requirements of federal, state and local laws, ordinances, and administrative rules and regulations, the noncompliance with which would materially affect the ability of that party to perform its obligations under this Agreement with respect to any ATM.
- (h) Each party shall keep accurate accounts, books and records relating to the business of each with respect to the subject matter of this Agreement in accordance with the accepted accounting principles applicable to that party.

- (i) Neither party shall, without the express written consent of the other, refer to the other party in any advertisement or promotion or use any trademark, trade name, copyrighted materials, symbols, insignias or marks of the other party.
 - (j) Except as required by applicable law (in the reasonable opinion of counsel for the party proposing to make any public announcement referred to herein), and after consultation with the other party, neither party, nor any of the employees, agents or representatives of the parties, shall make any public announcement of this Agreement to any representative of the news media or otherwise without the prior written consent of the other party.
- 9. Governmental Approvals.** This Agreement is subject to all required government and regulatory approvals, including, but not limited to, approval by Licensee's government regulators, and any local zoning approvals that may be required. The parties agree to take all reasonable steps to cooperate in the obtaining of such approvals.
- 10. Insurance.** Each party shall at all times during the term of this Agreement maintain insurance in such amounts and with such coverages as set forth in this Section, and shall upon demand provide to the other party evidence of such insurance. Licensor, at its own expense, shall procure and maintain policies of insurance to include the following coverages: (i) all risk property coverage on the building, facility, or Premises containing the Location in the amount of the fair replacement value, and (ii) commercial general liability insurance in an amount of at least \$1 million per occurrence. Licensee, at its own expense, shall procure and maintain policies of insurance to include the following coverage's: (i) workers compensation coverage for its own employees that meets the statutory limits of the states in which Licensee operates, as well as employers liability coverage with limits of at least \$500,000, and (ii) commercial general liability insurance in an amount of at least \$2 million per occurrence and \$4 million in the aggregate.
- 11. Limitation on Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE (WHETHER OR NOT ARISING OUT OF CIRCUMSTANCES KNOWN OR FORESEEABLE) ARISING OUT OF THIS AGREEMENT OR ANY OBLIGATION OF THE PARTIES ARISING HEREUNDER OR IN CONNECTION HEREWITH.
- 12. Termination.** This Agreement shall terminate automatically with the termination of the Master Agreement, unless otherwise agreed to in writing. Section 7.2 and 7.3 of the Master Agreement shall apply to this Agreement and are incorporated herein *mutatis mutandis*. The Parties shall review the ATM Locations at least semi-annually and may mutually agree to remove any Location using their reasonable business judgment if the Location has had less than two hundred (200) transactions a month in the "Academic Year", which is defined as the months of September through the following June. Notwithstanding the above, Licensee shall operate (i) a minimum of three (3) ATMs during the term of this Agreement, and (ii) at least one (1) ATM at the Morgantown campus, and one (1) ATM at PSC. Upon expiration or earlier termination of this Agreement, Licensee shall, within forty-five (45) days after the effective date of termination, remove the ATMs at Licensee's expense and make reasonable repairs to restore the Location to its condition prior to installation of the ATMs. Licensee shall have an additional thirty (30) days to remove an ATM that is attached to or installed through the wall of a building. However, if additional time is necessary to complete restoration work Licensor shall allow Licensee commercially reasonable timeframes to complete work. For purposes of clarification, the parties agree that Licensee's obligation to restore the Location shall be limited to restoring the Location to its prior condition at and above the surface level thereof, and

P.O. Box 6024

Morgantown, WV 26506

Attn: Director of Procurement

Copy to: General Counsel Office

1500 University Avenue

Stewart Hall Room 105

Morgantown, WV 26506

16. OFAC Certification. Licensor hereby represents and warrants to Licensee that neither Licensor nor any of its affiliates, agent(s), owners, or control persons acting on behalf of it with respect to this Agreement (i) is listed on the Specially Designated Nationals and Blocked Persons List (“SDN List”) or any other restrictive list maintained by the Office of Foreign Asset Control, Department of the Treasury (“OFAC”); (ii) is engaged in any conduct prohibited under any other OFAC sanctions program addressing targeted activities; (iii) conducts any prohibited activity while located in a country subject to OFAC sanctions; (iv) is otherwise, by virtue of status or conduct, subject to any other OFAC sanctions program; (v) is directly or indirectly owned 10 percent or more in the aggregate by one or more individuals on the SDN List, regardless of whether such entities appear on OFAC’s SDN List; or (vi) has been convicted, pleaded nolo contendere, or been indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering. Licensor will provide Licensee with formal notice within five (5) days of any known breach of this representation and warranty and provide an annual attestation confirming that the above-referenced representations continue to be accurate and complete.

17. Miscellaneous.

- (a) Neither party shall have the right to assign this Agreement, or to assign its rights and delegate its duties under this Agreement, either in whole or in part, at any time without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. *Provided, however, Licensee shall be permitted to assign this Agreement without consent provided such assignment is in connection with a consolidation or merger of Licensee, or in connection with the sale or transfer of all or substantially all of Licensee’s locations in the market area.* All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. In the event of any such assignment or delegation, the assigning or delegating party shall remain responsible for the performance of all of its obligations and duties under this Agreement.
- (b) The relationship of the parties under this Agreement is and shall remain an independent contractual relationship and not that of franchiser and franchisee, joint ventures, or principal and agent. Neither party shall have any authority to assume or create obligations on behalf of

the other with respect to the subject matter of this Agreement, and neither party shall take any action which has the effect of creating the appearance of it having such authority.

- (c) Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, power interruptions, earthquakes, floods, wars, civil disturbances, water, the elements, labor disputes, governmental orders, requirements or regulations or interpretations of applicable law, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, or other causes beyond its control whether or not similar to the foregoing.
- (d) The respective obligations of the parties under this Agreement which by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement.
- (e) Any sales, use, excise, property or other taxes (other than taxes imposed on the income, capital, or assets of Licensee) payable in connection with or attributable to the Location, any ATM or any services provided by Licensee in connection with this Agreement shall be paid by Licensor.
- (f) All notices under this Agreement shall be in writing and shall be given in person or by mail, addressed as set forth in Section 15 above, or to such other address as either party may designate by notice pursuant hereto.
- (g) No course of dealing, course of performance, or failure of either party strictly to enforce any term, right, or condition of this Agreement shall be construed as a waiver of any such term, right, or condition.
- (h) The construction, interpretation, and performance of this Agreement shall be governed by the laws of the United States and of the State of West Virginia without regard to the existence of any conflict of law provisions thereof. All headings contained in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement or any provision thereof.
- (i) The parties expressly agree that this Agreement does not create, nor shall it be construed to create, any rights enforceable by a person not a party to this Agreement, including, but not limited to, any customer of Licensee.
- (j) If any provision of this Agreement shall be held to be invalid or unenforceable in any jurisdiction in which these terms and conditions apply, then the meaning of such provisions shall be construed so as to render it enforceable to the extent feasible; and if no feasible interpretation would save such provision, it shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect, unless having the remainder in full force and effect would make this Agreement unjust or otherwise inconsistent with the intent of the parties as expressed herein.
- (k) This Agreement may be executed separately by the parties in any number of counterparts, each of which when executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.
- (l) The terms and conditions contained in this Agreement, and any exhibits, or appendices thereto, supersede all prior and contemporaneous oral or written understandings between the parties

and constitute the entire agreement between them concerning the subject matter of this Agreement and shall not be contradicted, explained or supplemented by any course of dealing between the parties. All appendices, schedules and exhibits to this Agreement are incorporated into this Agreement as a part thereof. Each party's statements and those of its employees or employees of its affiliates and each party's advertisements or descriptions, other than published specifications or other written representations signed by either party, do not constitute warranties or other contractual obligations and shall not be relied upon by the other party as such. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged, and no changes or additions to this Agreement shall be binding upon either party unless signed by an authorized representative thereof.

- (m) The terms and conditions contained in this Agreement shall apply to all Locations set forth in Exhibit A, Exhibit B, and any exhibits thereto, except to the extent any term or condition in any such exhibit or schedule (a "Conflicting Term") conflicts with any term of this Agreement, in which case such Conflicting Term shall apply to the Location(s) set forth in such exhibit or schedule.
- (n) Each party shall keep the provisions of this Agreement confidential, except as otherwise required by law, including the West Virginia Freedom of Information Act, legal process, or except to disclose the same to its lawyers, auditors, or government regulators.
- (o) Subject to the performance of all of the covenants, conditions and provision on Licensee's part to be observed and performed under this Agreement, Licensor shall not disturb Licensee's quiet possession and quiet enjoyment of the Locations during the term of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

Licensee:

The Huntington National Bank

By: 

Typed Name: Adam Chilver

Title: UNIVERSITY PARTNERSHIP PROGRAM MANAGER

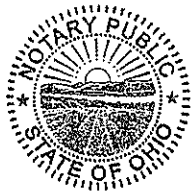
STATE OF OHIO)

COUNTY OF LUCAS) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named The Huntington National Bank, a national banking association, by Adam Chilver, an authorized officer, who acknowledged that: (i) he/she did sign the foregoing agreement for and on behalf of such bank, being thereunto duly authorized; (ii) he/she understands the document and the consequences of executing the document by signing it; and (iii) the same is his/her free act and deed individually and as such authorized officer and the free act and deed of such bank.

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30 day of March, 2026.



CASSIE GREULICH
Notary Public, State of Ohio
My Comm. Expires DECEMBER 08, 2026

Cassie Greulich
Notary Public

My commission expires: 12/8/26

Licensor:

West Virginia University

By: 

Typed Name: M. TODD KIGER

Title: DIRECTOR OF PROCUREMENT

STATE OF WEST VIRGINIA)

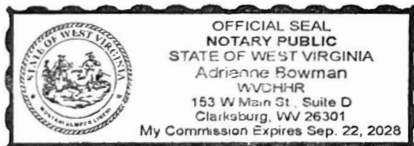
) SS:

COUNTY OF MONONGALIA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named M. TODD KIGER, an authorized officer of WEST VIRGINIA UNIVERSITY, who acknowledged that: (i) he/she did sign the foregoing agreement for and on behalf of such company, being thereunto duly authorized; (ii) he/she understands the document and the consequences of executing the document by signing it; and (iii) the same is his/her free act and deed individually and as such authorized officer and the free act and deed of such company.

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 25th day of FEBRUARY, 2026.



Adrienne Bowman
Notary Public

My commission expires: Sept. 22, 2028

EXHIBIT A-1 – Description & Location (Mountainair Parking Garage)

Description of ATM: Cash dispensing and deposit enabled

Location: 1550 University Ave, Morgantown, WV 26506 – Parking Garage



EXHIBIT A-2 – Description & Location (Mountainlair)

Description of ATM:

Cash dispensing and deposit enabled

Location:

1550 University Ave, Morgantown, WV 26506 - Mountainair



 West Virginia University Downtown Campus 0201	Mountainlair Floor	0012	Drawn By	File Name	Click Here > Room Inventor Images Metadata Info.
		01	M. Friskey	03/03/12.dwg	
			Date	Last Modified	
			7/16/2004	10/30/2012-L. Friskey	

EXHIBIT A-3 – Description and Location (Evansdale Crossing)

Description of ATM:
Location:

Cash dispensing and deposit enabled
62 Morrill Way, Morgantown, WV 26506

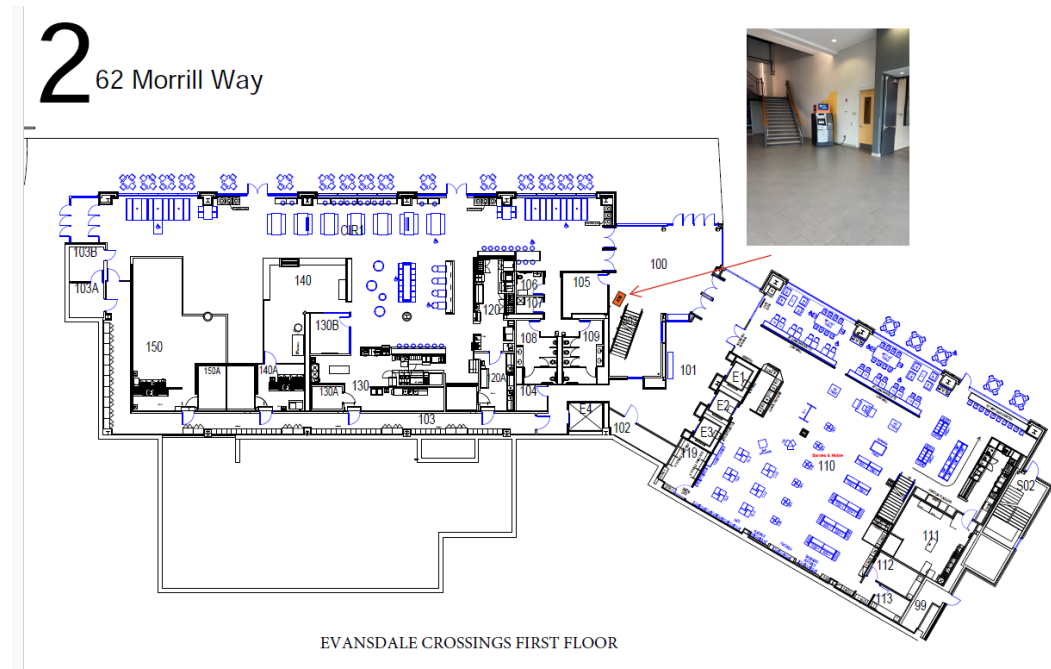


EXHIBIT A-6 – Description & Location (Potomac State College Student Union Building)

Description of ATM: Cash dispensing and deposit enabled

Location: 180 Campus Dr, Potomac, WV 25404

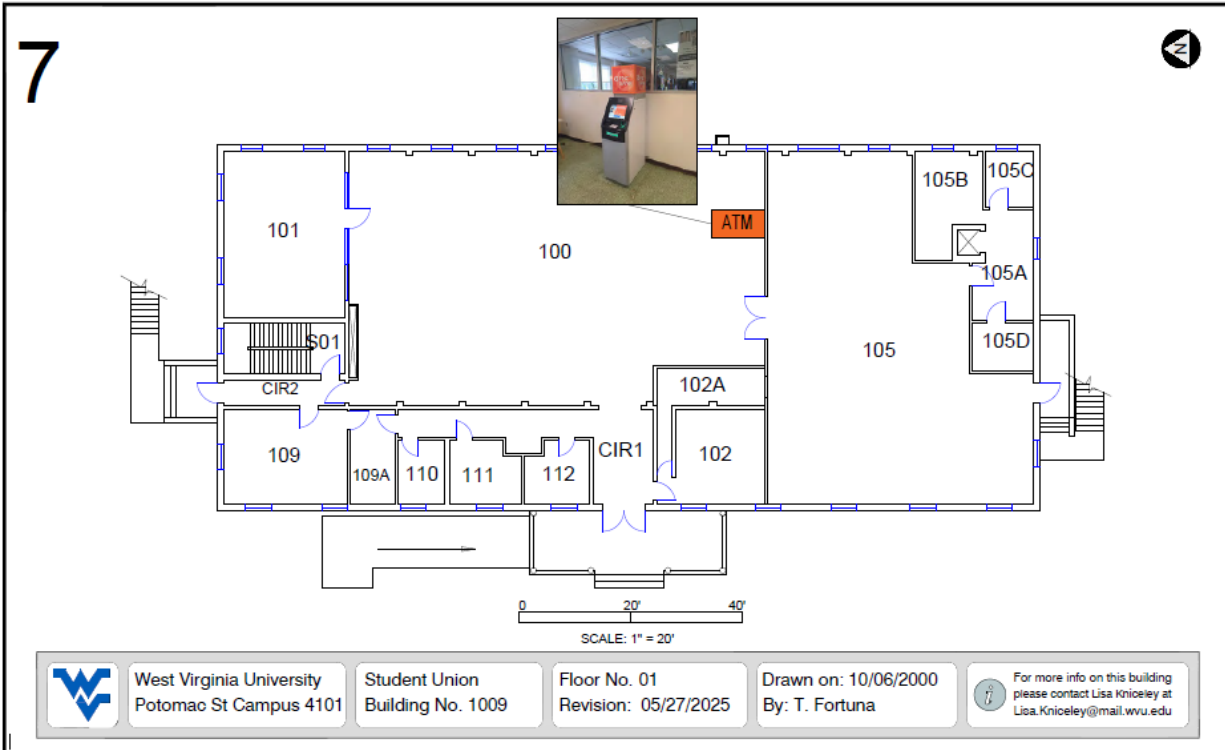


Exhibit B – Signage

To be mutually agreed upon by Licensor and Licensee in writing.

SCHEDULE 1.2

Financial Services for Constituents:

The Financial Services that Huntington will offer and provide to University's Constituents during the Term of this Agreement will be designed to be responsive to each of their unique needs. A description of the type of Financial Services that Huntington currently intends to provide is set forth below. The Parties acknowledge and agree that the list and description of Financial Services will change over the course of the Term, and that any specific banking relationship entered into during the Term of this Agreement between Huntington and a University student, employee, or faculty member, shall be at Huntington's sole discretion, subject to and governed by then-current applicable Huntington policies, procedures, agreements, rules and regulations, as well as applicable state and federal laws and regulations.

Potential Financial Services

- Checking accounts
- Savings and Money Market accounts
- Online Banking
- Mobile Banking
- International Services, such as account origination, foreign currency exchange and international wire services
- University co-branded Affinity Debit Card
- Multiple Credit Card options¹
- Private Banking Group Solutions
- Doctor Home Loans
- Loans

Checking:

Huntington makes a commitment to provide quality Checking programs to make it easy for Constituents to open, operate and maintain a positive banking relationship with Huntington. Huntington's Checking product offerings currently include:

- Huntington will offer a general maintenance fee waiver for Huntington Perks CheckingSM to University students
- Huntington will offer a general maintenance fee waiver for Huntington Platinum Perks Checking[®] to University employees and faculty
- Huntington checking accounts with no minimum balance requirements are options for student organizations
- 24-Hour Grace[®]
- \$50 Safety ZoneSM
- Early Pay which enables eligible Huntington checking account customers with direct deposit to get paid up to two days early

¹ Huntington agrees that it will not actively market credit card products through marketing calls, direct mail, or other targeted efforts, to University students; however, nothing in this Agreement or otherwise prohibits Huntington from fulfilling a credit card application from a University student or making information available to students through general marketing materials.

- Free Online Banking
- Free Online Bill Pay
- Free Online Statements
- Free Mobile Banking (some data charges from customer's mobile carrier may apply)
- Secure Text Banking
- Access to digital tools in The Hub which makes it easier for you to track and analyze spending, find areas for potential savings, and help you create and reach your financial goals.
- Free MasterCard® Debit Card and no transaction fees when used for signature-based Credit transactions at the Point of Sale
- Free credit score monitoring
- No fees on Huntington ATM withdrawals, transfers and mini-statements
- At least five (5) free non-Huntington ATM withdrawals per statement cycle on Huntington Perks Checking accounts
- Unlimited free non-Huntington ATM withdrawals per statement cycle on Huntington Platinum Perks Checking accounts
- Student accounts will have a default setting that will prevent the student from overdrafting their account. Should the student desire to opt in to overdraft services, they will be permitted to do so.

Loans²

Huntington's current loan product offerings include the following:

- Mortgage Loans (with closing cost discounts up to \$1,250 for students, employees and faculty)
- Auto and RV Loans
- Home Equity Lines of Credit
- Installment Loans
- Consumer Lines of Credit

Executive Benefits

Huntington's Private Bank and Financial Advisors serve the complex financial needs of busy, successful customers such as physicians, faculty and professional staff. Huntington's clients rely on our comprehensive approach to building and managing wealth. Huntington provides customized financial expertise and asset management services for every stage of life. Huntington will provide University's employees, and faculty with access to specialists and experts to provide informed, integrated financial solutions to address a range of financial needs, including:

- Consumer Banking
- Residential Mortgage

² Huntington agrees that it will not actively market credit or loan products (with the exception of tuition assistance loan products and services) through marketing calls, direct mail or other targeted efforts to University students; however, nothing in this Agreement or otherwise prohibits Huntington from fulfilling a credit or loan application from a University student or making information available to students through general marketing materials.

- Brokerage and Investments
- Personal Trust
- Wealth Management
- Debt analysis
- Education funding
- Investment management
- Insurance protection
- Retirement planning
- Estate review

The following services are currently available at no charge to Huntington Private Financial Group clients:

- Quantum MasterCard®
- MasterCard ATM and/or Debit Card
- Huntington Web Bank access
- Internet Bill Pay through Web Bank
- ATM access
- ATM mini statements (last 5 transactions)
- ATM extended statements (last 20 transactions)
- Check safekeeping
- Cashier's Checks
- First printed check order
- Credit Reserve (overdraft protection)
- Discounted rates on Personal Credit Lines (home equity)
- Ability to code expenses and deposits to monitor cash flows
- An additional checking account (Huntington Free)
- Travelers Cheques
- Huntington World Points Membership

Huntington's Doctor Home Loans

Huntington offers elite and flexible mortgage options for graduating medical students, residents, and practicing physicians, including:

- 100% financing available
- No down payment
- No private mortgage insurance required
- No prepayment penalty
- EXCLUSIVE competitive rates

Available to medical doctors who have a minimum of a M.D., D.O., D.M.D., D.V.M., or D.D.S. degree and an employment contract with University. All loans subject to application and credit approval, satisfactory appraisal and title insurance. Terms and conditions subject to change; other terms, conditions and restrictions may apply. For avoidance of doubt, this provision does not prevent other or dual employers of the University's residents and physicians from allowing other financial institutions to offer, market, and/or promote home loans to the University's residents and physicians.

Schedule 1.3

Data Files from University:

Beginning no later than sixty (60) days after the execution of this Agreement, University shall provide Huntington with Data Files on a monthly basis, free of any charge. The Parties understand and agree that any Data File provided by University pursuant to this Agreement may not include contact information on persons who have expressly prohibited University from transferring their contact information to third parties. As used in this Agreement, the term "Data Files" means updated and current lists of information, in a format designated by Huntington, including without limitation, names, postal addresses and, when available, telephone numbers and email addresses of University students, employees and faculty, segmented by zip codes or reasonably selected characteristics. Further detail regarding the content of the Data Files and the frequency of their provision are set forth below.

University authorizes Huntington to use the Data Files for mail, email, direct promotion, advertisements and/or telephone contact with the persons included in the Data File in accordance with the terms of this Agreement, including, but not limited to, Schedule 1.4. The Parties understand that University has not obtained permission from students and/or employees to share the student and employee information with Huntington. Further, University has not received consent for University and/or any third party to send marketing or promotional materials related to financial services to the students and/or employees. Huntington shall be responsible for obtaining any necessary consent to solicit or market to students and employees and, if required by law, provide a mechanism for students and employees to opt out of those communications. In accordance with Schedule 1.4, University reserves the right to review and approve all Huntington marketing content, as well as associated annual marketing plans and schedules, so as to not conflict with other University associated marketing activities and applicable laws. It is understood that the methods used to market to students, employees, and faculty, will necessarily change throughout the Term as technology, applicable law and techniques change and mature. University agrees that except as specifically prohibited in this Agreement, Huntington is permitted to contact and market to students, employees, and faculty, to the extent permitted by applicable law. University agrees to provide Huntington with such information and assistance as may be reasonably requested by Huntington in connection with the use of the Data Files.

Huntington shall use the Data Files provided pursuant to this Agreement consistent with this Agreement and shall not permit any third party entity that may be handling the Data Files to use them or the information therein for any other purpose. Huntington shall have the sole right to designate those individuals included in the Data File to whom the material will or will not be sent. The Data Files are and shall remain the sole property of University. However, Huntington may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information shall thereupon become a part of Huntington's own files and shall not be subject to this Agreement.

Constituent Data Requests

The University shall provide the following information to Huntington to the extent the information is available to the University and only if permitted to be disclosed under the Family Educational Rights and Privacy Act of 1974 and implementing regulations ("FERPA"). For avoidance of doubt, if a student has opted out of the disclosure of directory information under FERPA, the University is not obligated to provide this information to Huntington.

New Students

- Contact information that University has designated as Directory Information and Limited Use Directory Information under FERPA before the student orientation begins for their first semester (if known by University)
- Includes University email, official address, and telephone number as specified by Huntington provided data file
- Includes campus information when known as specified by Huntington provided data file and if permitted to be disclosed under FERPA.

Existing Students (includes all types – undergrad, grad, professional, etc.)

- Contact information that is considered Directory Information and Limited Use Directory Information under FERPA
- Includes University email, official address, and telephone number as specified by Huntington provided data file
- Includes campus information when known as specified by Huntington provided data file and if permitted to be disclosed under FERPA

Employees and Faculty (includes all faculty, staff, doctors, administrators, etc.)

- Home address, telephone number, and University email as specified by Huntington provided data file and as allowed by applicable laws
- Includes campus information when known as specified by Huntington provided data file

Schedule 1.4

Marketing Opportunities for Constituents

I. General Marketing Collaboration

- a. Throughout the term of the Agreement, the Parties agree to work together in good faith to identify and deploy new marketing tactics that advance the success of the program.
- b. The Parties will work together to develop a communications plan related to this relationship, including the appropriate time to market and/or contact new students.
- c. It is understood that the effectiveness of marketing approaches may change over time, and that new and different marketing tactics and initiatives that are not specifically identified as of the contract signing may be identified and deployed for the benefit of this program.
- d. To ensure ongoing communication and collaboration throughout the Term of the contract, both Parties agree to meet no less than monthly for the first year of the Term to focus on marketing effectiveness and then periodically as agreed upon by the Parties. That meeting can be embedded within a broader meeting agenda. The marketing agenda will focus on reviewing and evaluating program results, identifying new opportunities to advance the program, and plans to operationalize new opportunities.
- e. University reserves the right to review and approve all Huntington marketing content, as well as associated annual marketing plans and schedules, so as to not conflict with other University associated marketing activities and applicable laws including the West Virginia Governmental Ethics Act (W. Va. Code § 6B-1-1, et seq.).
- f. University grants the right to Huntington to communicate events and activities to promote the program to the general public.
- g. University grants the non-exclusive rights to Huntington to use University's name and University's marks, logos, and imagery as provided in Exhibit C in marketing the program and communications activities. Any communications bearing University's name, marks, logos, and imagery shall be approved in writing in advance by University's Office of Brand and Trademark Licensing, which shall not be unreasonably withheld, conditioned or delayed beyond ten (10) business days.
- h. University must have Huntington's prior written approval to use Huntington's name, marks, logos, and imagery, or references to Huntington Financial Services in any manner, including in any advertising materials or communications to Constituents.
- i. The Parties agree to collaborate in good faith to develop a co-branded logo, consisting of each organization's primary logo and Huntington's chosen Official Designation, which Huntington may use in marketing the program and communications activities. Any communications bearing the co-branded logo must be approved in writing in advance by University, which shall not be unreasonably withheld, conditioned or delayed beyond ten (10) business days.

II. University Commitments

University shall, during the Term of this Agreement:

- a. Promote Huntington through University's standard communication channels using Huntington's chosen Official Designation including communications to West Virginia University constituent groups such as various business segments, employee groups, college deans, and student groups for purposes of promoting the partnership benefits and financial education programs in a manner that is permissible under the West Virginia Governmental Ethics Act.

- b. Distribute marketing materials provided by Huntington promoting the availability of the program and Huntington's chosen Official Designation as established under this Agreement to University students, faculty and/or employees at the frequency and via the channels provided below or as otherwise mutually agreed to by the Parties. Any fees for US Mail distribution shall be at Huntington's expense.
- University agrees to highlight the partnership and the employee benefits of the partnership in new-hire benefits and relocation communications, including permitting Huntington to present a mutual agreed upon presentation highlighting the partnership benefits in any virtual or in-person new hire orientation sessions.
 - University agrees to post marketing materials on University's Facebook and LinkedIn pages, and other Social Media platforms mutually agreed to by the Parties, at a frequency of two (2) times per calendar year in addition to the post provided for under Section 12 of this Agreement.
- c. Permit Huntington the right to:
- Market Financial Services to Constituents utilizing information provided by University.
 - Exclusive on-campus tabling for Financial Services (except wealth management, retirement and career services) in approved sales and solicitations areas at University events at no cost to Huntington at least (1) one time per calendar month, including, but not limited to, all student orientations, student fairs, and employee orientations. Nothing in this schedule shall prevent University from allowing other financial service providers from attending or tabling at WVU events, including but not limited to, career fairs or speaking engagements, if they do not engage in marketing Financial Services at those events.
 - Participate in various student orientation and Welcome Week events that may include festivals, information fairs, student move-in activities, etc. at no cost. Huntington's participation will vary by event as mutually agreed upon. With respect to additional sponsorship opportunities, including sponsorship of specific events or activities during Welcome Week, see Section 4.5 of Agreement.
 - Physical access on University's campus and presence at agreed upon campus events necessary for Huntington to exercise and receive the benefits of the marketing rights provided herein.
 - Hold on campus promotions and giveaways, in approved sales and solicitation areas, sponsored by Huntington.
 - Distribute program communications in approved sales and solicitation areas on campus.
 - Provide web links from University's key employee web areas on University's employee web portal to customized sites at Huntington.
 - Provide web links on an appropriate University web page or pages on University's website, as determined by agreement of Huntington and University to be an advantageous place(s) to reach Constituents, to one or more customized Huntington-owned domains as may be agreed to by the Parties, wherein information about the program will be available. Placement opportunities will include, but not be limited to, unique pages and banner placements readily discoverable on University's .edu website. Huntington shall be the only Financial Services provider listed on such web pages.
 - Collaborate with Huntington on additional campus and constituent engagement initiatives not mentioned in this Agreement to identify opportunities and events to market and promote the program benefits to University constituent groups.
 - Identify University as its client in the ordinary course of its banking business.

III. Huntington Commitments

At Huntington's cost, except as the Parties otherwise agree from time to time, Huntington shall during the Term of this Agreement:

- a. Offer the program to Constituents.
- b. Market the program to Constituents, which shall include, among other things:
 - At times mutually agreed between the Parties, provide pre-addressed, postage affixed (if necessary) materials for the mailing of Huntington's advertising and promotional information for University to send to Constituents.
 - Design and create all marketing materials which are subject to University's prior written approval, which shall not be unreasonably withheld, conditioned or delayed beyond ten (10) business days.
 - Market the Financial Services to Constituents in accordance with the terms provided herein.
 - Comply with all applicable laws when sending communications to Constituents in connection with the program, which may include but are not limited to, the requirements and prohibitions applicable to a "sender" under the federal CAN-SPAM Act of 2003 and the regulations relating thereto, including 15 U.S.C. 7704(a)(1) (Prohibition of false or misleading transmission information), 15 U.S.C. 7704(a)(2) (Prohibition of deceptive subject headings), 15 U.S.C. 7704(a)(3) (Inclusion of return address or comparable mechanism in commercial electronic email), 15 U.S.C. 7704(a)(4) (Prohibition of transmission of commercial electronic mail after objection) and 15 U.S.C. 7704(a)(5) (Inclusion of identifier, opt-out, and physical address in commercial electronic mail) and the Telephone Consumer Protection Act, 47 U.S.C. § 227 and its implementing regulations.

IV. Locations/Signs

University shall permit Huntington to place signs advertising the program in locations on University's campus that are mutually acceptable to both Parties. Huntington must have University's prior written approval for size, content and colors of any signs, which consent shall not be unreasonably withheld, conditioned or delayed beyond ten (10) business days.

V. Business Development

Business development opportunities that result in new partner agreements will not be included as part of this Agreement. Any additional marketing opportunities and/or resulting revenue opportunities will be subject to a new agreement with terms negotiated and agreed upon by University and Huntington.

SCHEDULE 1.5

[attached]