

**AMENDMENT NUMBER 2
TO THE
AGREEMENT FOR BANKING SERVICES
BETWEEN
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
AND
THE HUNTINGTON NATIONAL BANK**

This AMENDMENT NUMBER 2 TO THE AGREEMENT FOR BANKING SERVICES (“Amendment”) is made between THE REGENTS OF THE UNIVERSITY OF MICHIGAN (“University”), a Michigan Constitutional Corporation, Ann Arbor, Michigan, and THE HUNTINGTON NATIONAL BANK (“Bank”).

The effective date for this Amendment is November 15, 2024.

University and Supplier previously entered into an AGREEMENT FOR BANKING SERVICES, binding on the parties as of September 6, 2024, as amended on November 1, 2024 (as may be further amended from time to time, the “Original Agreement”).

In accordance with Section 15.2 of the Original Agreement, the parties desire to amend the Original Agreement as described below.

- 1.0 Exhibit H and Exhibit I, attached hereto, are hereby incorporated into the Original Agreement and made a part thereof.
- 2.0 All terms, conditions, and provisions of the Original Agreement, unless specifically amended by this Amendment shall remain unchanged. Any capitalized terms used in this Amendment and not otherwise defined in this Amendment will have the same meaning assigned to them in the Original Agreement.
- 3.0 In the event of any conflict between the language of this Amendment and the Original Agreement, the language of this Amendment shall control.
- 4.0 The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

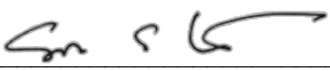
Signature page follows

This Amendment becomes binding when signed by both parties:

BANK: THE HUNTINGTON NATIONAL BANK

FOR THE REGENTS OF THE UNIVERSITY OF MICHIGAN:

By: Shawn Lough

By: 

Printed Name: Shawn Lough

Printed Name: Geoffrey S. Chatas

Title: Executive Vice President

Title: Executive Vice President and Chief Financial Officer

Date of Signature: November 15, 2024

Date of Signature: November 15, 2024

Address (for notices):

Address (for notices):

EXHIBIT H

MARKETING OPPORTUNITIES

I. General Marketing Collaboration

Throughout the term of the Agreement, both parties agree to work together in good faith to identify and deploy new marketing tactics that advance the success of the program. It is understood that the effectiveness of marketing approaches will change over time, and that new and different marketing tactics and initiatives that are not specifically identified as of the Agreement signing will be identified and deployed for the benefit of this program.

To ensure ongoing communication and collaboration throughout the term of the Agreement, both parties agree to meet no less than bi-annually to focus on marketing effectiveness. That meeting can be embedded within a broader meeting agenda. The marketing agenda will focus on reviewing and evaluating program results, identifying practices that have been successful and should be continued, identifying practices that should be discontinued, identifying new opportunities to advance the program, and plans to operationalize new opportunities.

The University must review and approve all Bank marketing content prior to distribution and within ten (10) business days after Bank has submitted the content to University for review, as well as associated annual marketing plans and schedules, so as to not conflict with other University associated marketing activities. The University grants the right to Bank to communicate events and activities to promote the program to the general public using various methods of communication, including, but not limited to, branch promotions, merchandising and ATM, television, direct mail, and social media marketing that is approved by the University in accordance with this paragraph.

II. University Commitments

University shall, during the term of this Agreement:

- a. Promote the availability of the program from time to time to University Constituents as mutually agreed to between Bank and the University including publicizing Bank's status as the Official Consumer Bank of the University of Michigan as established under this Agreement.
- b. Provide a University officer as a signatory to a letter of introduction to Constituents authored by Bank which introduces Bank and explains the program. All such letters shall be subject to the prior written consent of the University, which consent shall not be unreasonably withheld, conditioned or delayed.
- c. Distribute marketing materials provided by Bank for the program to University students, faculty, and/or employees on a mutually agreed upon frequency, via mutually agreed upon channels (e.g., Social Media messaging, email and internal mail distribution, US Mail, etc.). Any fees for US Mail distribution shall be at Bank's expense. The University prohibits Bank from distributing literature within student residence halls without specific authorization by the University.
- d. Permit Bank the right to:
 - Market Banking Services to Constituents.
 - Exclusive on-campus tabling for Banking Services in approved sales and solicitations areas by Bank at University events such as student orientations, student fairs, employee orientations, etc.
 - This participation must be approved by the relevant department / school and must follow their individual protocols for participating in these events. For example, participation will require Bank to collaborate with the appropriate stakeholders, such as the Office of New Student Programs (ONSP) and International Center. These stakeholders will direct the location and space allocated for Bank's participation.
 - For graduate student orientations, Bank must receive approval from the specific college prior to participation. It will be left up to the discretion of each college/program to decide if they want Bank participation at graduate student orientation. The Treasurer's Office will use good faith efforts to promote the program between University and Bank to the specific colleges and assist Bank in connecting with the specific colleges and advocate for Bank's participation in the graduate student orientations.
 - Physical access on the University's Ann Arbor campus and Michigan Medicine facilities and presence at agreed upon campus events necessary for Bank 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 Bank.
 - Distribute program communications in approved sales and solicitation areas on campus.
 - Provide web links from the University's key employee web areas on the University's employee web portal to customized sites at Bank.
 - Sponsor events or a game day at the student unions.
 - Provide web links on the University's web site, as determined by agreement of Bank and the University to be the most advantageous places to reach Constituents, to one or more customized Bank-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 the University's .edu website. Bank shall be the only Banking Services provider listed on such web pages.
 - Identify the University as its client in the ordinary course of its banking business.

III. Bank Commitments

At Bank's cost, except as the parties otherwise agree from time to time, Bank 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 Bank's advertising and promotional information to Constituents.
- c. Design and create all marketing materials which are subject to the University's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.
- d. Market the Banking Services to Constituents in accordance with the terms provided above.

IV. Locations/Signs

The University shall permit Bank to place signs advertising the program in locations on the University's Ann Arbor campus and Michigan Medicine facilities that are mutually acceptable to both parties. Bank must have the University's prior written approval for size, content and colors of any signs, which consent shall not be unreasonably withheld, conditioned or delayed. This approval will be made on a case-by-case basis and may require the Bank paying a fee for displaying the signs as each building on campus has its own terms and conditions, including the size, placement and form (eg: paper or electronic).

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 the University and Bank.

EXHIBIT I

DATA FILES

Beginning no later than three (3) months after the execution of this Agreement, the University shall provide Bank with Data Files on a monthly basis, free of any charge. The parties understand and agree that any Data File provided by the University pursuant to this Agreement may not include contact information on persons who have expressly prohibited the University from transferring their contact information to third parties or explicitly to the Bank. As used in this Agreement, the term "Data Files" means updated and current lists of information, in a format designated by Bank and approved by the University, including names, postal addresses and, when available, email addresses of Constituents, 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 under "Constituent Data Requests". The University authorizes Bank to use the Data Files for mail, direct promotion and/or advertisements with the persons included in the Data Files with explicit prior approval from the University prior to sending the materials. Bank agrees to provide a detailed summary of the multiple channels it intends to use to contact or interact with students at the outset of this Agreement. It is understood that the methods used to market to Constituents will necessarily change throughout the term as technology, applicable law and techniques change and mature. The University agrees that except as specifically prohibited in this Agreement, Bank is permitted to contact and market to Constituents with prior approval by the University and to the extent not prohibited by applicable law.

The University agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the use of the Data Files.

Bank 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 for any other purpose. Bank 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 the University. However, Bank 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 Bank's own files and shall not be subject to this Agreement.

Constituent Data Requests

New Students

- Contact information provided to Bank using agreed upon data exchange protocols starting six (6) months before their starting semester (if known by the University)

- Data refreshed each semester
 - Includes home contact information as specified by Bank provided data file
 - Includes campus contact information when known as specified by Bank provided data file

Existing students (includes all types - undergrad, grad, professional)

- Contact information provided to Bank using agreed upon data exchange protocols
- Data refreshed each semester
 - Includes home contact information as specified by Bank provided data file
 - Includes campus contact information when known as specified by Bank provided data file

Employees

- Includes all employees of the University (faculty, staff, employees, doctors, administration, etc.)
- Contact information provided to Bank using agreed upon data exchange protocols
- Data refreshed each semester
 - Includes home contact information as specified by Bank provided data file
 - Includes campus contact information when known as specified by Bank provided data file