

KEY BUSINESS ONLINE<sup>®</sup> SERVICES  
LINKING AGREEMENT



Primary Company :	<input type="text"/>	TIN:	<input type="text"/>
	(Print Name of Linked Company)		(Tax Identification Number)
Linked Company:	<input type="text"/>	TIN:	<input type="text"/>
	(Print Name of Linked Company)		(Tax Identification Number)

The undersigned individual certifies, represents and warrants to KeyBank National Association ("Bank") that she or he is the duly authorized representative of the Linked Company and has been authorized to perform banking functions on behalf of the Linked Company pursuant to a Corporate Certificate currently in effect and a Certificate of Administrator adopted by the governing body of the Linked Company, or is the sole proprietor and owner of the above-named Linked Company, with full authority to sign this Linking Agreement for KBO Services in the name and on behalf of the above-named Linked Company.

1. The Linked Company hereby elects to receive services and benefits pursuant to that certain Key Business Online Services Agreement with the Bank (the "KBO Services Agreement") for KBO Services offered by Bank through Administrator's access to the Bank's Website. All defined terms used herein shall have the meanings ascribed thereto in the Services Agreement unless otherwise defined herein.
2. The Linked Company hereby: (a) acknowledges receipt of a copy of the KBO Services Agreement as set forth in Exhibit A ([www.key.com/kboagreements](http://www.key.com/kboagreements)) hereto or as otherwise available for printing on the Website; (b) accepts and agrees to be bound by all terms of the KBO Services Agreement, which terms and conditions are incorporated herein and made a part of this Linking Agreement, and (c) acknowledges that the above-named Linked Company shall constitute a "Company" and a "Linked Company" under the terms of the KBO Services Agreement, subject to all rights, liabilities and obligations of a "Company" thereunder.
3. The Linked Company hereby acknowledges and agrees, that (a) for purposes of this Agreement and all of the APPLICATION Agreements, the Primary Company shall be deemed to not only be acting on behalf of itself, but shall also be deemed to be acting as the authorized agent on behalf of the undersigned Linked Company, including, without limitation, as the authorized agent of the Linked Company for purposes of providing the Linked Company's agreement to the terms and conditions of this Agreement and the other APPLICATION Agreements, (b) the Administrator of the Primary Company and each authorized User designated by such Administrator shall be deemed to be a User of the undersigned Linked Company, subject to such limitations, restrictions and other requirements designated by the Administrator for each User with respect to each Account of the undersigned Linked Company, and (c) all Users of the undersigned Linked Company may be designated by such Administrator as an authorized User of each Company for KBO Services, subject to such limitations, restrictions and other requirements designated by the Administrator.
4. This Agreement shall remain in effect until the expiration or earlier termination of the KBO Services Agreement. This Agreement shall be governed by the laws of the State of Ohio. Any assignment or other transfer of this Agreement without the prior written consent of Bank shall be null and void. Bank may assign this Agreement at any time. This Agreement, along with the KBO Services Agreement, sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties with respect to the subject matter hereof. This Agreement may not be amended except in a writing signed by authorized officers or representatives of the Linked Company.

IN WITNESS WHEREOF, this Linking Agreement is duly signed by an authorized representative of the undersigned proprietorship or other business entity, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Linked Client :	<input type="text"/>
	(Print Name of Linked Company)
By:	<input type="text"/>
	(Your Signature)
Title:	<input type="text"/>
	(Your Title with Linked Company)
Date:	<input type="text"/>