



Rules and Regulations for Business Accounts

This agreement and disclosure of account terms and rules and regulations is applicable to Huntington business checking, hybrid checking, money market and savings accounts.

Terms Applicable To All Accounts

"You" and "your" mean the proprietorship, partnership, corporation, association or other person or business entity which opens and owns the account used for business purposes as shown on the signature card. "We", "us" and "our" mean The Huntington National Bank. By opening the account you agree that these rules will govern your account.

These Rules and Regulations, the Schedule of Business Banking Deposit Account Charges, Schedule of Business and Commercial Deposit Account Charges, or Schedule of Compensating Balance Account Charges (as applicable), any signature card and any other documents for your account are collectively referred to as the "Account Documents."

Important Information About Procedures For Opening A New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each entity or person that opens an account.

What this means for you: When an entity or person opens an account, we will ask for the name, address, Employer Identification Number (EIN) or, if applicable, a Taxpayer Identification Number (TIN) and date of birth, and other information that will allow us to identify the entity or person. We may also ask to see identifying documentation for the entity or person.

Making Deposits

You may make deposits in any manner we permit at any time our banking offices or other deposit-taking facilities are open. We may refuse, limit or return deposits for any reason and at any time, including but not limited to, deposits made at our banking offices, or when we or others process the deposit for collection. Any of you may make deposits or, when permitted by law or by the terms of the item, endorse the other's checks or other items for deposit to your account. We may refuse to cash a check you present to us, but instead require you to deposit the check to your account. We may refuse to cash a check you present to us, but instead require you to deposit the check to your account. We have no obligation to accept deposits to a closed account, including direct deposits. For example, if the social security administration sends a direct deposit to your closed account, it will be rejected.

We will act as your agent in collecting the money for checks, other items and entries deposited to your account ("deposited items"). We will be careful in making collections, but we will not be responsible for losses caused by you or others in the collection process. We may credit your account for the amount of deposited items, subject to actually collecting the money for them. However, subject to federal regulations and our Funds Availability Policy, we reserve the right to wait until we have actually received the money for them before we credit your account, and to receive deposits subject to special conditions. If we credit your account for the amount of any deposited item and it is returned for any reason, we may debit that amount from your account. We may do this even before a deposited item is returned to us if we have good reason to believe it cannot be collected or is being returned. You will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from a deposited item that is returned to us, even after it is initially paid, for an alleged breach of warranty under applicable law or other reason not caused by us, including but not limited to, a claim of forged or unauthorized indorsement, a claim of alteration, or a claim that a remotely created check (a check that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn) is not authorized.

If you make a deposit in foreign currency, we will post the transaction in U.S. dollars based on the currency exchange rate in effect on the day we settle the transaction. The currency exchange rate may be different on that day than on the day we processed the transaction. There may be special currency exchange charges. This may result in your account being posted for a greater or lesser amount than the original amount of the transaction. If a deposit in a foreign currency is returned, currency exchange rates and charges applicable at the time of return may reduce the amount returned. You will be responsible if the amount returned is less than the amount credited to your account.

All deposited items must be completed in dark blue or black ink. You may not deposit a substitute check with us unless 1) we otherwise agree in a separate writing with you or 2) a check that you deposit is returned to you as a substitute check for the first time. You will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from a deposited check that is not completed in dark blue or black ink, or a deposited substitute check that violates this paragraph. In addition, you will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from a delay in return caused by any condition of a deposited check arising after it is issued and before we accept it for deposit (including, but not limited to, markings that obscure a properly placed bank indorsement).

Withdrawals

Except as otherwise limited by these Rules and Regulations, withdrawals may be made in person, by writing checks, or in any other manner we permit. Transfers from your account are withdrawals. All checks must be on forms you get from us or that we approve. You must complete the check in dark blue or black ink. Unless otherwise required by law, we will charge against your account any post dated check you have written even if it is presented before the date of the check. We process checks by automated means and you acknowledge that we have no duty to examine each item presented for payment.

Subject to federal regulations and our Funds Availability Policy, we reserve the right to refuse to pay any check or permit any other withdrawal if there is not a sufficient amount of money in your account that has been collected or if we have not learned that collection is final. If you deposit cash, we do not have to let you withdraw it until our next business day because we need time to post the deposit on our records.

Regarding checks drawn on your account, you will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from checks that do not conform to this section or delayed or missing checks where the delay or missending is caused by any condition of the check when it is issued (including, but not limited to, carbon bands). We may charge a fee to the person to whom you wrote a check if that person attempts to negotiate the item with us but does not have an account with us.

No Special Access or Other Requirements

We are not required to honor any requests, instructions or directions from you or on your behalf with respect to multiple signature or multiple authorization requirements for access to this account or for any other matters with respect to this account (referred to as "special requirements"). We may allow any of the persons designated as authorized signers on the signature card or other records we maintain for this account to sign checks or other items to withdraw funds or otherwise to authorize transactions or other matters with respect to this account. We are not bound by any special requirements, whether or not we know about them or whether or not you include them in signature cards, resolutions, or other documents provided by or delivered to us in connection with this account. We have no duty to monitor this account for compliance with any special requirements. We have no liability for not complying with any special requirements.

Timing of Transactions

We will treat each deposit and withdrawal as having been made on the day we post it to your account. We may treat any deposit or withdrawal made on a day that is not a business day (such as Saturdays, Sundays, and holidays, even if we are open on those days) or after our cut-off time on any business day as if made on our next business day.

Entries through the National Automated Clearing House Association

Credit transactions sent to you through the Automated Clearing House network are subject to the "Governing Law" section found in these Rules and Regulations. If the person who sent the credit transaction to your account is permitted to and requests us to return the credit transaction, we may do so and debit your account for that amount, and, in that case, that person will be deemed not to have paid you. We are not required to give you notice when we receive a credit transaction for you unless we have agreed to do so in these Rules and Regulations or other agreements applicable to your account.

For all transactions sent through the Automated Clearing House, you agree to follow and be bound by the NACHA rules and guidelines, including, for example the timeframes to return debit transactions, which require a shorter notification period than that stated in the section "Statements; Duty to Report Unauthorized Transactions and Errors".

Overdrafts

We may pay a check, draft, or other item, or allow an in-person withdrawal, ATM withdrawal, or withdrawal or transfer by other electronic means, or debit fees posted to your account even if this creates an overdraft. We may charge you a fee if this occurs. However, we have no obligation to allow an overdraft on your account, you have no right to overdraw your account, and no course of dealing, usage of trade, or bank policy or procedure establishes a right for you to overdraw your account. You can avoid having insufficient funds in your account if you practice good account management and maintain sufficient available funds in your account to cover all transactions to be paid or debited from your account.

In figuring if you have sufficient available funds, you need to take into consideration all of your transactions, including those which may not yet have been presented to us for payment or settlement. Examples of such transactions are checks, withdrawals, transfers, purchases, payments or other debits. Special rules may apply for certain pending transactions (see "Special Rules for Pending Transactions" below). Transactions affecting your account are presented to us all during the business day. We do not completely know all transactions that will be presented for any given business day until we finish processing after the end of that business day. Thus, during the business day, only you know all of your transactions that may affect your account balance for that business day.

If we allow an overdraft on your account, you must pay us immediately for the amount of the overdraft and any fees we charge in connection with the overdraft. If we return the item or entry, you must pay us any fees we charge in connection with returning it. By making or allowing deposits to your account, you agree that we may use such deposits to reduce or eliminate any overdraft balance in your account, including, but not limited to, any fees in connection with any overdraft or return of any transaction. We will not be responsible for damages or wrongful dishonor if any transaction is returned or otherwise not paid because your account does not have enough funds.

Special Rules For Pending Transaction

Certain transactions, such as debit card purchases and ATM transactions, have a two-step process that can affect availability of funds in your account to pay other items. These transactions usually first have an electronic authorization request, which is followed on the same day or in the next few days by an electronic request for settlement.

The amount of the authorization request may not be available to cover other transactions pending final settlement. This can cause other transactions to be returned unpaid or to overdraw your account. However, we will not charge an Overdraft Fee or a Return Fee if there would have been enough available funds in your account but for the pending authorization request. However, if we return other transactions unpaid, that may have other adverse consequences for you, such as fees charged by the payee of the returned transaction.

When the debit card purchase or ATM transaction is finally settled, it can cause your account to overdraw if there are not enough funds in your account at the time of settlement. This may cause an Overdraft Fee.

Consider the following example: Assume you start the day with an account balance of \$50, during the day you make a debit card purchase of \$35 that we authorize as a pending transaction. Later that day a check for \$30 you wrote a few days ago is presented to us for payment. The pending debit card authorization reduces the available funds in your account to \$15, which is not enough to pay the \$30 check. We may, depending on criteria we establish, , do one of the following:

- Return the check, but not charge you a Return Fee, since there would have been enough in your account to pay the check, except for the \$35 pending debit card authorization. (If the check had been for \$55—more than your account balance—and we returned it, we would charge you a Return Fee.) If we return the \$30 check, assuming no other transactions, your account balance on the next business day (without considering the \$35 pending debit card authorization) will still be \$50. If the \$35 debit card purchase is presented to us for final settlement on that next business day, it would reduce your account balance to \$15, and your account would not be overdrawn.
- Pay the check and not charge you an Overdraft Fee, since there would have been enough in your account to pay the check, except for the \$35 pending debit card authorization. (If the check had been for \$55—more than your account balance—and we paid it, we would charge you an Overdraft Fee.) If we pay the \$30 check, assuming no other transactions, your account balance on the next business day (without considering the \$35 pending debit card authorization) will be \$20. If the \$35 debit card purchase is presented to us for final settlement on that next business day, generally we are required to pay it under debit card network rules. However, that will cause your account to overdraw (\$20 minus \$35) and your account balance will be negative \$15. In that case, we will charge an Overdraft Fee. We will not be responsible for damages or wrongful dishonor if any item or transaction is not paid because there is not enough available money in your account resulting from these procedures.

Processing Order Of Items To Be Paid Or Debited

The law allows us to establish the processing order for all items presented for payment from your account and all other debits posted to your account. We establish the processing order in our sole discretion. We may change that order from time to time, or we may vary the order on a case-by case basis, without notice to you. If there is not enough available funds in your account to cover all items to be paid or debited from your account on a given day, the processing order we establish will determine which items we are able to pay or debit from available funds.

You will be responsible for the payment of any Insufficient funds/Return Fees, Overdraft Fees, or other fees which are imposed for items we pay or debit which overdraw your account or for items we return unpaid. See the Schedule of Business Banking Deposit Account Charges, Schedule of Business and Commercial Deposit Account Charges, or Schedule of Compensating Balance Account Charges for applicable fees. The processing order we use may result in higher or lower total fees than other methods which we might have used, depending on the size, number and type of items and other factors. The processing order can also affect which transactions overdraw your account or are returned/denied, as well as the amount of related Overdraft Fees and Return Fees we charge you.

Our Liability

Except as otherwise provided by applicable law or by other agreements applicable to your account, you agree that:

- If we do not properly complete a transaction according to these Rules and Regulations, we will not be liable for losses or damages in excess of the amount of the transaction.
- We will not be liable if circumstances beyond our control prevent the transaction or if the funds in your account are or may be subject to legal process or other claim.
- We will not be liable for any consequential damages.

You are responsible for the condition of a check or other item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior indorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities in connection with such return or delay.

Statements; Duty to Report Unauthorized Transactions and Errors

We will provide you with periodic statements showing the activity on your account. It is your duty to review your statements promptly to determine whether there are unauthorized transactions, fraudulent activity, forgeries, alterations, missing deposits, or any other errors (all such activity referred to as “errors”) with regard to your account and report any such errors to us. However, you agree all debit transactions initiated through the Automated Clearing House are not “errors”, and you must follow the NACHA rules regarding timeframes to dispute those transactions. If you fail to notify us of errors within 30 days of the date your statement is mailed or otherwise made available to you, we will have no liability for such errors nor be required to reimburse you for them, nor will we have any liability for (i) any additional error or errors by the same wrongdoer or (ii) any loss that we could have avoided if you had promptly notified us. Moreover, no legal proceeding or action for errors may be brought against us more than one year after the statement showing such errors has been mailed or otherwise made available to you.

In addition, we have available certain products designed to discover or prevent unauthorized transactions, including unauthorized checks and ACH debits, forgeries, and alterations (all such activities referred to as “fraud”). While no such product is foolproof, we believe that the products we offer will reduce the risk of loss to you from fraud. You agree that if your account is eligible for those products and you choose not to avail yourself of them, then we will have no liability for any transaction that occurs on your account that those products were designed to discover or prevent, nor will we have any duty to re-credit your account for any such losses.

There may be times we do not adjust or refund you for nominal amounts (usually \$1 or less) we owe you associated with your Account. Unless you ask us to correct that Error in the timeframe stated above, we may keep the money or transfer the money to the state by following state unclaimed funds requirements.

Location Of Account

Although you may transact business on your account at any of our banking offices in any state, you agree that this account is located at the banking office where the account is opened. If you do not open your account through one of our banking offices, but do so remotely through the Internet or other mobile or electronic method, our telephone banking facility or some other means, the account will be located in Columbus, Ohio, unless we assign the account to a banking office in your state. We may change the location of an account if we determine that it is appropriate to do so.

Disputing Signers

If we believe there is a dispute among authorized signers on the account or we receive inconsistent instructions from authorized signers, or those purporting to have authority over the account pursuant to any entity documents such as operating agreements, articles of incorporation, partnership agreements, and the like, or by operation of law, (any such persons referred to as “management”), we may suspend or close the account, require a court order to act, and/or require that all authorized signers and/or management agree in writing as to who will have authority to undertake any transactions concerning the account.

Fees and Charges

You agree to pay all applicable account or associated service fees and charges we assess on your account, and we may debit these fees and charges from your account. We will provide notice of these fees and charges if required by law. Otherwise, if we provide notice, it may not be advanced, and may be oral, electronic, or in writing. We will not charge an Overdraft Fee for fees and charges assessed into overdraft.

When Fees Are Incurred And Debited

Monthly service fees are incurred at the beginning of the monthly statement period. For new accounts, monthly fees are incurred when the account is opened. All fees incurred in a statement period in which an account is opened or closed apply for the entire statement period even though the account may be opened for less than a full statement period. Activity or transaction fees are incurred when the activity or transaction occurs. Any fee incurred will be waived if a waiver condition applies.

All fees incurred for the statement period will be debited to the account for which they are incurred or another account you maintain with us, unless we agree to invoice you for the fees. When an account is closed, all fees incurred may be debited when the account is closed, if not previously debited or paid.

Unclaimed Funds And Dormant Accounts

Under applicable state law, the money in your account will be considered abandoned and payable to the state of the last address we have for you in our records if a specified period of time has passed and you do not:

- (i) Make a deposit or withdrawal; or
- (ii) Inquire about or take any other action in connection with your account.

In addition, if you do not initiate activity in the account for a substantial period of time, we will treat the account as being dormant. In that event, you agree that, unless prohibited by law, we may charge dormant account fees on the account in addition to other charges. In addition, we may stop sending you periodic statements. If your account becomes dormant, certain transactions may be restricted.

Transferring Ownership

Your account is transferable only with our permission. You must sign a form we give you or that we approve.

If You Owe Us Money

If any of you owe us money which is due, whether jointly with another or individually, you agree that, unless prohibited by law, we may use the money in this account to pay the debt, regardless of the source of the funds in the account. This is our right of set-off. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account.

Communications to You Including to Cell Phones

In order for us to service your Account or to collect any amounts you owe, you agree and consent that we or a third party acting on our behalf may from time to time:

- Make telephone calls and/or send text messages to you at any telephone number(s) you give to us or that we otherwise have for you or your Account, including wireless (cell phone) telephone numbers that could result in charges to you.
- Use any technology available at the time to make telephone calls and/or send text messages to you, including but not limited to the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system.
- Send e-mails or any other available form of electronic communication to you at any e-mail or other electronic address you give to us or that we otherwise have for you or your Account.
- Monitor and record any telephone call or other communication between you and us.

Stop Payment Order

You can stop payment of a check or similar paper item by calling us or using our online or VRU Stop Pay Service and following our procedures. We are not responsible for stopping payment of any item if we have not had a reasonable time to act on your stop payment order. Also, you must reimburse us for any liability or loss we have because we complied with your order. If there is more than one account owner, any one of you may place a stop payment order. A stop payment order is effective for six months. If we pay a check or other transaction where a valid stop payment order was in effect, your account will be debited for the amount of the transaction and your stop payment fee will not be refunded unless you contact us.

Our Other Rights

No course of dealing and no delay or omission on our part in exercising any of our rights are a waiver by us of such rights or any other right. All of our rights under these Rules and Regulations are cumulative and not exclusive and may be exercised concurrently or successively.

Night Depository

If you make use of our night depository facilities where currency, commercial paper, checks or other negotiable items for deposit or payment by you ("Property") may be placed you agree:

1. To place only Property and instructions for handling the Property in the night depository facilities. The Property and instructions must be in a secure device such as a sealed envelope, tamper resistant pouch or locked bag ("Depository Bag").
2. To follow any instructions we provide to you, to take all precautions as may be necessary to insure Property leaves the receptacle and drops down the chute, and to prevent unauthorized persons from tampering with the night depository facilities, for example, by locking the receptacle and removing the key. If Property is not found in the night depository facilities by us, it shall be conclusively presumed that Property was not placed therein.
3. To notify us if any equipment we have given you to use in connection with the night depository facilities is lost or stolen. If applicable, you or your authorized representatives, as designated in the Night Depository Resolution ("Resolution"), shall appear at The Huntington National Bank ("Bank") to identify and claim any Property on the next banking day following each use of the night depository facilities. If you do not identify and claim the Property or equipment used in connection with the night depository facilities in a reasonable amount of time, we may take any steps that we deem necessary, including but not limited to placing a lien on such Property for safekeeping or depositing such Property into any account you have with us. The Bank is authorized to deliver Property or equipment used in connection with the night depository facilities to you or any authorized representative you designate.
4. We shall not be responsible or liable at any time for the operation, safety, or condition of the night depository facilities or any equipment we have given to you to use in connection with the night depository facilities. In using the night depository facilities, you assume all risks. We do not insure Property placed in the night depository facilities. We will not be responsible or liable for any loss of Property caused by fire, flood, water damage, vandalism, burglary or acts of God.
5. You can elect on the Resolution to have either Bank open the Depository Bag or for Bank to hold the Depository Bag. In the absence of an election on the Resolution, you agree the Bank can open the Depository Bag.
6. If you elect to have Bank open the Depository Bag, we will begin to process the Property once the Property has been delivered to our teller during Banking Hours, as posted in the Banking Office where you used the night depository facilities. In the event you do not include proper instructions for handling by us of any Property placed in the night depository facilities, we shall have a lien upon such Property for safekeeping and at our option, we may deposit such Property to any account you have with us. The Bank

shall not have any obligation to ascertain whether any Property has been deposited with your account at the Bank, and the Bank does not have to ascertain what Property has been received by us. You agree to keep a list of Property you provide to us. You shall accept our count of the Property as final.

7. If you elect to have Bank hold the Depository Bag, we will remove the Depository Bag from the night depository facilities during Banking Hours, as posted in the Banking Office where you used the night depository facilities, and place the Depository Bag in a secure location until your authorized representative claims the Depository Bag. You agree to claim the Depository Bag no later than the next business day following each use of the night depository facilities. If the Depository Bag is not claimed within a reasonable amount of time, we may then open the Depository Bag and deposit the Property to any account you have with us. No relationship of debtor or creditor between Bank and you shall arise unless or until we have opened the Depository Bag and deposited the Property to your account.
8. We may withdraw the night depository facilities from use at any time without notice to you. You agree to return to us any equipment we have furnished to you in connection with the night depository facilities upon our request or termination of your account or use of the night depository facilities.
9. You agree to defend, indemnify and hold Bank, its affiliates and its and their respective directors, officers, shareholders, employees, representatives, agents, successors and assigns (collectively the "Indemnified Parties") harmless, on demand, from and against any and all claims, actions, suits or proceedings, and shall pay all losses, liabilities, damages, costs or expenses, including reasonable attorneys' fees, judgments, fines, penalties and the like incurred or to be incurred by the Indemnified Parties: (a) arising from or relating to your action or inaction, including any action or inaction by your authorized representatives or other employees or personnel, which in any way constitutes a breach of any of your obligations and/or covenants set forth herein; (b) as a result of your negligence or willful misconduct, including the negligence or willful misconduct of your authorized representatives, employees or other personnel; (c) as a result of personal injury, including death, or property damage arising from or relating to your negligent or intentional acts, including the negligent or intentional acts of your authorized representatives, employees or other personnel.

Notices

Except as otherwise provided in these Rules and Regulations, all notices required to be sent to you will be effective when we mail or deliver them to the last address that we have for you in our records or when we make such notices available to you through our Internet banking services or at the last known e-mail address that we have for you in our records. If your account is joint, notice to any of you is effective for all of you. You agree that we may send or provide by electronic communication any notice, communication, or disclosure required to be provided orally or in writing to you.

Verification of Authorization

If, for any reason, you are unable to provide the information necessary to verify your identity, certain transactions may be restricted or your account(s) may be suspended or closed. We do not have a duty to inquire or investigate the acts of your agents, for example, your signers.

Recording

You agree that we may tape record any telephone conversations you have with us regarding the account. However, we are not obligated to do so and may choose not to in our sole discretion.

Bonuses

If we offer any bonus in connection with opening this account, we will provide information about the bonus on a separate document given to you along with these Rules and Regulations.

Contact Information

You are responsible for keeping any contact information you have provided us up to date, such as your address. If you give us an email address or telephone number, you are responsible for keeping it functioning properly, or advising us if it does not work or if it has changed.

Closing Your Account

Subject to these Rules and Regulations, your account may be closed at any time by you or by us.

Limitation of Actions

You must file a lawsuit or arbitration proceeding against us related to your account no later than one year after the conduct giving rise to the alleged claim occurs, otherwise you agree any lawsuit or arbitration proceeding filed after that time should be dismissed, to the extent permitted by law.

Governing Law

These Rules and Regulations are governed by the law of the state where your account is located as determined above under "Location of Account". Your account and these Rules and Regulations are also subject to federal law. If any of the provisions of these Rules and Regulations cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

Changing Our Rules

From time to time we may change these rules or our charges. We will comply with any notice requirements under applicable law. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. We are not required to notify you of any changes in the applicable interest rate(s) or annual percentage yield(s).

Agreement

You agree to the use of electronic records and signatures with your account for all Account Documents, undertakings, notices, disclosures, and other documents or communications we provide or otherwise make available to you. You agree by: (i) signing the signature card or other applicable form we provide or accept, (ii) electronically agreeing to the Account Documents, or (iii) conducting any transaction on or with your account, you agree to the Account Documents.

Deposit To Deposit Overdraft Protection

You can elect to have overdraft protection for any eligible checking account you have with us which is not a money market deposit account. In response to your request for us to do so, we can link an eligible checking account that you designate with any other account you have with us which we make available for overdraft protection. Ask us about the types of accounts that are available. The account you select to link to your checking account for overdraft protection is called the Overdraft Funding Account ("OFA") for the designated checking account. You may link only one OFA to a checking account. An OFA cannot be linked to more than one checking account.

When there is not a sufficient balance in your checking account at the end of the banking day to cover items presented, we will charge your checking account with the applicable daily transfer fee ("Transfer Fee") and automatically transfer funds from your OFA to the checking account to cover the overdraft balance, which will include the Transfer Fee. Transfers will normally be in multiples of \$100. For example, if the overdraft balance in your checking account is \$128, we will transfer \$200 from your OFA to your checking account.

However, if more than a round multiple of \$100 is needed, but there are not enough funds in the OFA to reach the next multiple of \$100, the entire available balance in the OFA will be transferred to the checking account. For example, if the overdraft balance in your checking account is \$128, and the available balance in the OFA is \$176, we will transfer \$176.

Likewise, if the overdraft balance in your checking account is greater than the available balance in the OFA, the entire available balance in the OFA will be transferred to the checking account. For example, if the overdraft balance in your checking account is \$128, and the available balance in the OFA is \$105, we will transfer \$105. In this case, your checking account will still be overdrawn and will be subject to any checking account charge for returning or paying overdraft items.

All transfers are subject to availability of funds in the OFA and any other applicable restrictions, such as transaction limitations if the OFA is a savings account or a money market deposit account. If the OFA is a credit account (such as a credit card or credit line), transfers will be subject to applicable interest and fees under the applicable credit agreement. However, any cash advance fees will be waived if the OFA is a credit card account.

Your checking account will be charged the Transfer Fee (regardless of the amount of the transfer) that we made from the OFA to the checking account.

All transfers are subject to availability of funds in the OFA and any other applicable restrictions, such as transaction limitations if the OFA is a savings account or a money market deposit account. If the OFA is a credit account (such as a credit card or credit line), transfers will be subject to applicable interest and fees under the applicable credit agreement. However, any cash advance fees will be waived if the OFA is a credit card account.

Your checking account will be charged the Transfer Fee (regardless of the amount of the transfer) that we made from the OFA to the checking account.

Additional Terms Applicable Only To Business Checking Accounts

Subaccounts

If your account is a business checking account, it will consist of two subaccounts: subaccount A and subaccount B.

If your account is a non interest bearing business checking account, subaccount A is a demand deposit account and subaccount B is a savings deposit account. Except as provided in this "Subaccounts" section, all of the provisions of these Rules and Regulations that apply to non interest bearing business checking accounts apply to the account taken as a whole without reference to the subaccounts. No interest will be paid on either subaccount.

If your account is an interest bearing business checking account or a hybrid checking account, subaccount A is a negotiable order of withdrawal account (for the interest bearing business checking account) or a demand deposit account (for the hybrid checking account) and subaccount B is a savings deposit account. Except as provided in this "Subaccounts" section, all of the provisions of these Rules and Regulations that apply to interest bearing business checking accounts or the hybrid checking account apply to the account taken as a whole without reference to the subaccounts. Interest will be paid on both subaccounts as described in the "Interest" section of these Rules and Regulations under "Additional Terms Applicable Only to Interest Bearing Business Checking Accounts" or "Additional Terms Applicable Only to Hybrid Checking Accounts", as applicable.

From time to time we will review the activity in your account to determine the amount in your account not needed to pay checks, debits, or other items (the "Reserved Balance"). We will credit funds in your account up to the Reserved Balance amount to subaccount B, and funds in excess of the Reserved Balance amount to subaccount A. All checks, debits, and other items will be paid from the balances credited to subaccount A. All deposits and credits will be credited to subaccount A. We may from time to time reallocate the balances between the subaccounts by internal transfers to make funds in your account available in subaccount A to pay checks, debits, and other items. These transfers will be the only transactions on subaccount B. However, in accordance with Regulation D of the Board of Governors of the Federal Reserve System, we will not allow more than six transfers per calendar month from subaccount B to subaccount A, and if a sixth such transfer is made in a calendar month, all funds in subaccount B will be credited in that sixth transfer to subaccount A for the remainder of the calendar month.

Although transfers from subaccount B will normally be made automatically, as required by federal regulations, we reserve the right to require seven days' prior notice of any transfer from subaccount B to subaccount A.

Transaction Limits

You may not use or permit your account to be used to make or participate in illegal transactions, including unlawful Internet gambling. We will not be liable if you engage in an illegal transaction. We may reject or deny any transaction, including but not limited to merchant authorization or other electronic inquiries, if identified as an Internet gambling transaction. If we suspect any suspicious, unlawful, or illegal activities connected to your account, we may restrict access to it, and in that case, we usually will not notify you of the activity in question.

Additional Terms Applicable Only To Interest Bearing Business Checking Accounts

Eligibility and Withdrawals

Except as provided below, our interest bearing business checking accounts are negotiable order of withdrawal accounts. Under federal law, only certain types of depositors are permitted to have such accounts. Generally these are individuals, nonprofit organizations, government units, and fiduciary accounts if all of the beneficiaries are otherwise eligible. Although you may normally make withdrawals from your account at any time, under federal regulations, we can require you to give us 7 days prior notice of any withdrawal, including any withdrawal by check.

However, our Accelerated Business Checking Account and Healthcare Business Checking Account are demand deposit accounts, and the preceding paragraph does not apply to them.

On any interest bearing business checking account you have the right to elect not to earn interest on that account, but you must let us know of this choice.

Interest

If you have a principal balance in your account at the end of the day we compute interest for that day if applicable, using the current interest rate for which your principal balance at the end of the day qualifies you.

We calculate interest at a daily periodic rate applied to the principal balance in the account at the end of each day less the amount of any items for which we are not deemed to have received credit. We compute interest at a daily periodic rate of 1/365th (1/366th in leap year) of the annual rate for each day. Interest will be compounded monthly and paid at the end of each statement cycle. Interest will be paid by adding it to your account unless your account is an IOLTA or IOTA account, in which case the interest will be paid (after deducting all applicable service charges and fees as permitted) periodically to the appropriate agency. You agree that you are responsible for the payment of all service charges and fees applicable to your IOLTA or IOTA account which are not deducted from the interest earned on the account because deduction is prohibited or because the charges and fees exceed the interest.

Rate Changes

The interest rate and annual percentage yield may change at any time at our discretion without notice to you. We may determine different rates for different balance tiers.

Closing Your Account

Earned but previously unpaid interest will not be paid to your account after you tell us you are closing your account. We may also recover any interest which has been paid for any time you were not eligible under federal law to maintain an interest bearing checking account.

Additional Terms Applicable Only To the Hybrid Checking Accounts

Account Type

Our hybrid checking accounts are demand deposit accounts.

Interest

For each month, if the balances maintained in your Hybrid Checking account exceed what is needed to offset service charges, interest is earned on those excess balances. To determine the excess balance (“Excess Balance”) for the month, we take the average available balances for that month and subtract the balances required to offset service charges for that month. Please note the Excess Balance is labeled Net Available Balance in your account analysis statement. To determine the balance level required to offset all service charges for the month, you must multiply the total service charges for that month by a multiplier, as calculated by us using the following formula, which we may change or adjust at any time without notice to you. The multiplier is calculated by dividing the number of days in a year (366 for a leap year) by the result of the Earnings Credit Rate multiplied by the number of days in the statement cycle. The multiplier is rounded to the nearest whole number.

If you have an Excess Balance in your account at the end of each month, we will compute interest for that month if applicable, using the current interest rate for which your Excess Balance at the end of the month qualifies you. If your Excess Balance is zero, you will not earn interest for that month, and if your Excess Balance is negative you will not earn interest and may encounter service charges.

We calculate interest on a monthly periodic rate applied to the Excess Balance in the account at the end of each month, and interest will be paid the following month by adding it to your account unless you indicate it should be paid to another account. Interest will be compounded monthly. Any account transferred into the Hybrid Checking account that has accrued but unpaid interest will forfeit that accrued interest because the Hybrid Checking account calculates Excess Balances for the entire statement period.

Infrequently, some service charges cannot be offset with an earnings credit even though Excess Balances may earn interest. Please contact us for questions on those service charges or specifics of how to determine average available balance.

Rate and Other Changes

The interest rate, annual percentage yield, the multiplier, the average available balance, and the way in which we calculate the multiplier and the average available balance may change at any time at our discretion without notice to you. We may determine different rates for different balance tiers.

Closing Your Account

Earned but previously unpaid interest will not be paid to your account after you tell us or we tell you your account is closing. If you have multiple accounts tied as a group, and the account you identified as the main group account is closing, earned but previously unpaid interest will not be paid to any of the accounts (even those tied accounts that remain open) after you tell us or we tell you the account is closing.

Additional Terms Applicable To Business And Commercial Money Market Accounts

Transaction Limits

Under federal regulations, you are limited to a total of no more than 6 transfers and withdrawals, or a combination of such transfers and withdrawals, in any calendar month to another account of yours with us or to a third party by certain methods from your account. These methods are by (i) preauthorized or automatic transfer, (ii) telephone agreement, order or instruction or (iii) check, draft, debit card or similar order payable to third parties. We do not necessarily offer any or all of these methods of withdrawal from your account. If you exceed these limits, we may refuse to permit the excessive withdrawal(s), terminate your preauthorized, automatic, or third party transfer and payment privileges, or close your account.

You may not use or permit your account to be used to make or participate in illegal transactions, including unlawful Internet gambling. We will not be liable if you engage in an illegal transaction. We may reject or deny any transaction, including but not limited to merchant authorization or other electronic inquiries, if identified as an Internet gambling transaction. If we suspect any suspicious, unlawful, or illegal activities connected to your account, we may restrict access to it, and in that case, we usually will not notify you of the activity in question.

Interest

If you have a principal balance in your account at the end of the day, we compute interest for that day, if applicable, using the current interest rate for which your principal balance at the end of the day qualifies you.

We calculate interest using a daily periodic rate applied to the principal balance in the account at the end of each day less the amount of any items for which we are not deemed to have received credit. We compute annual rate for each day. Interest will be compounded monthly and paid at the end of each statement cycle.

If you close your account before interest is paid for the statement period, we will pay you the accrued interest for that statement period. However, there may be circumstances under which minor adjustments may result in your account.

We may stop paying interest on the account if you violate the transaction limits applicable to the account. See “TRANSACTION LIMITS”.

We will not pay interest on any amount we withdraw from your account and hold elsewhere in response to garnishments, attachments, levies, support orders, court orders, or other process involving your account.

Rate Changes

The interest rate and annual percentage yield may change at any time at our discretion without notice to you. We may determine different rates for different balance tiers.

Additional Terms Applicable Only To Premier Savings Account

Rate Information

The interest rate(s) and corresponding annual percentage yield(s) that are applicable at the time you open this account, and minimum balances to earn each rate, are shown on the current rate sheet which we may be providing to you at the same time as these Rules and Regulations. These rates may change without notice to you as described under "RATE CHANGES". We compute interest for each day using the current interest rate or rates for which your principal balance at the end of the day qualifies you.

We compute interest at a daily periodic rate of 1/365th (1/366th in a leap year) of the applicable annual rate for each day. Interest will be compounded and paid on a quarterly basis. Interest will be paid by adding it to your account (less any amount required to be withheld.)

If you close your account before interest is paid for the statement period, we will pay you the accrued interest for that statement period. However, there may be circumstances under which minor adjustments may result in a small amount of accrued interest not being paid to you when you close your account.

We may stop paying any interest on the account if you violate the transaction limits applicable to this account. See "TRANSACTION LIMITS". We will not pay interest on any amount we withdraw from your account and hold elsewhere in response to garnishments, attachments, levies, support orders, court orders, or other process involving your account.

Rate Changes

The interest rate or rates and annual percentage yield may change at any time at our discretion without notice to you. We may determine different rates for different balance tiers.

Balance Computation Method

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal balance in the account at the end of each day, less the amount of any items for which we have not begun to accrue interest as described below, to determine the interest earned for that day. We then add together the interest earned for each day in the quarterly period to determine the amount of interest to pay you for that quarterly period.

When Interest Begins To Accrue On Non-Cash Deposits

Interest begins to accrue no later than the business day we are deemed to receive credit for the deposit of non-cash items (for example, checks). However, we are not required to pay interest on items that are returned for insufficient funds or for another reason, even if we have begun to accrue interest on that item, and we can debit your account for interest that we have previously paid on such returned items.

Transaction Limits

Under federal regulations, you are limited to a total of no more than 6 transfers and withdrawals, or a combination of such transfers and withdrawals, in any calendar month to another account of yours with us or to a third party by certain methods from your account. These methods are by (i) preauthorized or automatic transfer, (ii) telephone agreement, order or instruction or (iii) check, draft, debit card or similar order payable to third parties. We do not necessarily offer any or all of these methods of withdrawal from your account. If you exceed these limits, we may refuse to permit the excessive withdrawal(s), terminate your preauthorized, automatic, or third party transfer and payment privileges, or close your account.

You may not use or permit your account to be used to make or participate in illegal transactions, including unlawful Internet gambling. We will not be liable if you engage in an illegal transaction. We may reject or deny any transaction, including but not limited to merchant authorization or other electronic inquiries, if identified as an Internet gambling transaction. If we suspect any suspicious, unlawful, or illegal activities connected to your account, we may restrict access to it, and in that case, we usually will not notify you of the activity in question.

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**THE HUNTINGTON NATIONAL BANK
NOTICE FOR BUSINESS OVERDRAFT PROTECTION ACCOUNTS**

The Federal Deposit Insurance Corporation (“FDIC”) is requiring all banks to provide certain disclosures to their customers regarding sweep features linked to deposit accounts in the event the bank fails and is taken over by the FDIC. The requirement to provide this disclosure is general for all banks, and is not related in any way to the current or expected condition of any bank.

If you have chosen a Business Overdraft Protection Account, funds in your checking account are periodically swept out of your checking account in order to pay down the balance of the Business Overdraft Protection Account you have with us.

Funds in your checking account, prior to being swept out of your checking account, are insured up to the applicable FDIC insurance limits, which is limited to \$250,000 combined with other funds on deposit with Huntington by the same depositor in accordance with FDIC’s aggregation rules. Please ask us if you have any questions.

If the FDIC takes over a bank, the FDIC has indicated it will complete all internal transfers, but will attempt to block transfers from coming into or going outside of the bank.

If the FDIC takes over the bank, funds swept from your checking account to your Business Overdraft Protection Account you have with us are not FDIC-insured, but the FDIC will recognize your claim for the reduction of the balance for the Business Overdraft Protection Account you have with us by the amount of the swept funds.

Funds Availability

A NOTICE ABOUT YOUR ABILITY TO WITHDRAW FUNDS AT THE HUNTINGTON NATIONAL BANK

The following information is a disclosure of our policy regarding the availability of funds you deposit into your business checking account(s) with us. This availability policy applies only to funds deposited at Huntington offices located in Ohio, Indiana, Kentucky, Michigan, Florida, West Virginia, and Pennsylvania. Please inquire for information about the availability of funds deposited at other locations. (A money market account is not a checking account for the purpose of this disclosure.)

Our policy is to make funds from your deposits available to you according to the type of deposit you make, and for check deposits, the location of the financial institutions or entities upon which check deposits are drawn. The term "check" as used in this policy does not include a non-cash item, an item payable in medium other than United States money, or a check drawn on or payable through a bank's office located outside the United States. Deposits of these items are outside the scope of this policy.

Please note: even though a deposit made during a business day may not be available on the day of deposit under this Funds Availability Policy, we may consider the amount of the deposit available to authorize transactions or to pay other items or transactions presented for payment, settlement or withdrawal from your account.

Determining The Availability Of Your Deposits

For determining the availability of your deposits, every day is a "business day" except Saturdays, Sundays and Federal holidays. If you make a deposit on a business day at one of our offices when we are open or at a Huntington ATM before midnight, we will consider that day to be the day of your deposit. However, if you make a deposit on a non-business day- i.e. on a Saturday, Sunday, or on a Federal holiday- at an ATM or at an office, when our offices are open, we will consider that deposit as being made on the next business day we are open. See Deposits Made At Night Depositories for availability of deposits made at the night depositories.

Availability Of Electronic Deposits and Cash

Deposits received by means of wire transfers are available to you immediately. Other electronic deposits are available on the date designated by the party depositing the funds. The entire amount of your cash deposit will be available on the day of deposit.

Next Day Availability For Certain Types Of Deposits

The entire amount of the following types of deposits will be available to you on the first business day after the business day of your deposit:

- Checks drawn on The Huntington National Bank;
- U.S. Treasury checks, U.S. Postal Service Money Orders, Federal Reserve Bank checks and Federal Home Loan Bank checks, if they are payable to you;
- State and local government checks and cashier's, certified or teller's checks, if they are payable to you and if you use a special deposit slip available, upon request, at our banking offices; and
- Traveler's Checks, during the first thirty (30) calendar days a new account is open, if they are payable to you and if you use a special deposit slip available, upon request, at our banking offices.

All Other Check Deposits

The availability of all other check deposits is determined by the routing number of the check deposited. The routing number is the nine digit number located in the bottom left corner on personal checks and the middle number on business checks. Some checks are marked "payable through" and have a four or nine digit number near this wording. For those items, use this four digit number (or the first four digits of the nine digit number), not the routing number on the bottom of the check, to determine the availability.

Company Name _____ Address, City, State _____
Pay to the Order of _____ \$ _____ Dollars
(Bank Name and Location) _____
000000000 ⑆ 123456789 ⑆ 000000000000 ⑆

Business Check Routing Number

If you make a deposit at any Huntington banking office and the first four digits of the routing number of the check deposited correspond to a number below, then that item will be available to you on the first business day after the business day of your deposit.


0410	0515	2432
0412	0519	2433
0420	0720	2434
0421	0724	2440
0422	0740	2441
0423	0749	2442
0430	2410	2515
0432	2412	2519
0433	2420	2720
0434	2421	2724
0440	2422	2740
0441	2423	2749
0442	2430	

For all items which do not fall under the category above, the entire amount will be available on the second business day after the business day of your deposit. However, at least \$200 of your total deposit will be available for withdrawal on the next business day.

Customers which are financial institutions and customers using The Huntington's Financial Services (Cash Management) products may have a different availability schedule. Detailed availability schedules may be obtained from your Personal Banker.

Availability Of Deposits Made At Automated Teller Machines (ATMs)

The following availability disclosure is made subject to the limits which are stated in our agreement for automated teller machine (ATM) transactions. See **AVAILABILITY OF CHECK DEPOSITS** or **AVAILABILITY OF OTHER DEPOSITS** to determine the availability of deposits made at ATMs we own or operate.

You can determine which ATMs are owned or operated by us by the  or Huntington on the screen.

Name and Address _____
Pay to the Order of _____ \$ _____ Dollars
(Bank Name and Location) _____
⑆ 123456789 ⑆ 00000000000 ⑆

Personal Check Routing Number

Availability Of Deposits Made At Night Depositories

The night depositories are not available for you to make deposits when Huntington offices are open. Deposits placed in the night depositories are considered received when we remove them from the night depositories one time each business day before the Huntington office opens, and such deposits (so long as accessible for processing) will be processed before the Huntington office cut-off time and available in accordance with this funds availability policy, which usually depends on the type of deposit (e.g cash or checks).

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available at the times shown above. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the business day of your deposit. However, the first \$100 of each business day's total deposits will be available on the first business day after the business day of your deposit.

If we are not going to make all funds from your deposit available at the times shown above, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a bank employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, we may delay your ability to withdraw funds deposited by check into your account an additional number of days for the following reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5000 on any one day.
- A check that has been returned unpaid is redeposited.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. The delay in your ability to withdraw funds will generally not exceed ten (10) business days from the business day of your deposit.

Hold On Other Funds


If we cash a check for you that is drawn on another financial institution or entity, we may place a hold on an equal amount of funds in your account for the length of time it would have taken for the check to be available to you if it had been deposited to your account.

Checks That Are Returned To Us Unpaid

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

If you have any questions regarding when your funds will be available to you, please contact your Personal Banker.



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ELECTRONIC BANKING CARD ADDENDUM FOR BUSINESS CUSTOMERS

What This Agreement Covers

This agreement states the terms and conditions that apply when you perform transactions with your electronic banking card(s) issued pursuant to this agreement. The types of transactions available are shown on the “Request to Issue or Cancel Electronic Banking Card(s)” form or in other materials we provide to you from time to time. This agreement also covers additional types of electronic banking transactions that we make available under this agreement from time to time. The terms and conditions in this agreement are in addition to those that apply to any deposit account which may be accessed by a card issued under this agreement. They are also in addition to any other agreement covering electronic banking transactions or services not covered by this agreement.

General Definitions

When used in this agreement, the following terms have the meanings described below:

- “you” and “your” means the proprietorship, partnership, corporation, limited liability company, association, or other business entity that signs this agreement.
- “we”, “us”, and “our” means The Huntington National Bank.
- “card” means any access card we have issued to an Authorized User under this agreement, and includes the card number whether used with or without the physical card.
- “Secret Code” means the four digit code we have issued to an Authorized User under this agreement.
- “ATM” means automated teller machine.

Authorized Users

You must designate, in accordance with our procedures, the persons to whom we will issue cards and Secret Codes. Each such person is called an “Authorized User.” If you want to revoke or change a person’s Authorized User status, you must notify us of such revocation or change in accordance with our procedures. We must have a reasonable time to act on your notice before it becomes effective. You must appoint, in accordance with our procedures, one or more representatives who are permitted to designate new Authorized Users or revoke the authority of any existing Authorized Users. Each Authorized User will have the authority to perform all transactions covered by this agreement, unless: (a) we allow limitations on the authority; and (b) you identify, in accordance with our procedures, the appropriate limitations applicable to that Authorized User at the time of designation or change in status. Each Authorized User may individually perform any transaction regardless of the amount (up to the available balance in the associated deposit account) or whether he/she is otherwise an authorized signer on any accounts that are accessed.

Authorized Transactions

Any transaction recognized by us as being performed by an Authorized User’s card and/or Secret Code will be an authorized transaction. This is so even if the person using the card and/or Secret Code (a) exceeds his/her authority; (b) does not have your authority; (c) has had his/her authority changed or revoked; or (d) is not the same person as the Authorized User. You authorize us to honor and you agree to be bound by any such transaction. Notwithstanding the foregoing, we agree that you will not be responsible for certain fraudulent use of a card or Secret Code, as follows:

- The fraudulent use must be by someone other than: (i) you, (ii) the Authorized User issued the card, or (iii) any of your employees, agents or representatives.
- You must have reported to us, in accordance with our procedures, that the card and/or Secret Code was lost or stolen, or was otherwise fraudulently used.
- We must have had a reasonable time to take the steps necessary to block use of the card and/or Secret Code by commercially available means.
- The fraudulent use must occur after you have notified us and we have had a reasonable time to block the use, as indicated above.

You are still responsible for fraudulent use below applicable floor limits, or which we otherwise cannot block using commercially available means.

Cards and Secret Codes

We will send the cards and Secret Codes for each of your Authorized Users to you. It will be your responsibility to deliver them to each Authorized User. We reserve the right to limit the number of cards and Secret Codes issued. Each card will have its own Secret Code. An Authorized User must use a card and/or a Secret Code to access the services we provide under this agreement. You agree to recover and return to us any cards that were given to a person who ceases to be an Authorized User.

Security Procedures

By entering into this agreement and using the services provided, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of cards and Secret Codes. Our security procedures are contained in this agreement and in other written procedures we may provide to you. You acknowledge receiving a copy in writing of our current security procedures. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that each card and Secret Code is not used by or accessible to anyone other than the Authorized User to whom it was issued.

Lost or Stolen Card or Secret Code

You must notify us immediately if you believe or suspect:

- any card or Secret Code has been lost, stolen, misused, misplaced or improperly disclosed;
- money is missing from an account;
- a statement shows fraudulent activity; or
- there has been any other breach of security.

To notify us, call us at 1-800-525-5678 or write to The Huntington National Bank, Card Security, P.O. Box 1558, Columbus, Ohio 43216. You agree to review promptly all statements that can be accessed by cards, and to report immediately any discrepancy you find. We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of cards or Secret Codes by you, any Authorized User, or any of your employees, agents, or representatives.

Transactions

We may change from time to time the accounts that may be accessed by use of ATMs or other terminals, devices, or services covered by this agreement. We may also change from time to time what transactions will be available to each account. We reserve the right, in our sole discretion, not to accept a requested transaction for any reason. All transactions are subject to our verification. We assume no responsibility for advising you that a requested transaction has not been made. We may without notice limit the number of daily transactions, or types of transactions, and impose amount limits on transactions. Upon receipt of a request for authorization of a transaction made with a card, you authorize us to deduct the amount immediately from the available balance in your account.

Business Purpose

You represent to us that: (a) all accounts accessible pursuant to this agreement were established only for business purposes; (b) the transactions performed using the cards and/or Secret Codes will be only for business purposes; and (c) you are a business entity or otherwise intend to use the transactions and services covered by this agreement only for business purposes.

Charges

You agree to pay our fees and charges in affect from the time to time for transactions performed under this agreement.

Account Limitations

Transactions under this agreement may be subject to any transaction limitations applicable to the account(s) with respect to which the transaction is made.

Stop Payment Orders

You may not place a stop payment order on any transaction covered by this agreement.

International Transactions

If a card or Secret Code is used for an international transaction, the transaction may be in a currency other than U.S. Dollars. The transaction is an international transaction if the network that presents the transaction to us processes it as occurring outside of the United States, or its territories, possessions or facilities (such as a U.S. military base, U.S. embassy, or U.S. consulate). The transaction is also an international transaction regardless of location if the transaction was in a currency other than U.S. Dollars. We will post an international transaction in U.S. dollars based on the currency exchange rate in effect on the day we settle the transaction. The day we settle the transaction may be a different day than the day the card or Secret Code was used. Also, networks through which an international transaction occurs may charge fees that are added to the transaction amount. As a result, the amount posted to your account may be a different amount than the original amount of the transaction. There may be restrictions or prohibitions that prevent use of the card or Secret Code for certain international transactions or for transactions involving certain countries. We charge an international transaction fee that is a percentage of the amount posted to the account for an international transaction. See the Schedule of Business Banking Deposit Account Charges or the Schedule of Business and Commercial Deposit Account Charges for the applicable percentage.

Other Networks

The types of transactions available on ATMs or other devices may depend on the location or type of ATM or other device. It may also depend on whether or not we own the ATM or other device or what network it is in. We may, at our option, from time to time without notice, make certain transactions available on ATMs or other devices that we do not own. We do this through other ATM or electronic banking networks. These networks may impose additional or different terms and conditions, including but not limited to additional fees and different transaction limits. By using your card and/or Secret Code at such ATMs, you agree to such terms and conditions. You also agree to indemnify, defend, and hold us harmless from and against any losses we suffer as a result of your use or attempted use of such ATMs or other devices.

Limitations on Our Liability

We shall not be liable to you, any Authorized User, or anyone else for:

- damages or injury resulting in whole or in part from any criminal or tortious act committed by a third party at an ATM or otherwise;
- errors, failures, or delays in transmission and/or processing of transactions as a result of:
 - acts of God, fire, flood, adverse weather conditions or other catastrophes, wars, riots, acts of the public enemy, or acts of governmental authority;
 - labor difficulties or strikes;
 - hardware or software failure or destruction, or other equipment problems;
 - the unavailability, interruption or malfunction of communication facilities or utilities;
- the inability to perform a transaction because of insufficient funds or credit in the account, or because the account is closed or is otherwise not in good standing;
- refusal of a merchant or other third party to honor a card or Secret Code;
- restrictions on the account caused by legal process or other claim;
- delays or failures to act by you or any Authorized User; or
- any other act or omission beyond our control.

We shall be liable only for our own gross negligence or willful misconduct.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO DISHONOR OF CHECKS OR OTHER ITEMS OR EXPENSES (INCLUDING ATTORNEY FEES) WHICH YOU MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OR THE SERVICES WE PROVIDE, WHETHER OR NOT THE POSSIBILITY OR LIKELIHOOD OF SUCH LOSSES, DAMAGES, OR EXPENSES IS KNOWN TO US.

Indemnification

You agree to indemnify and hold us harmless from and against any and all claims, demands, expenses (including reasonable attorney fees and costs), losses, or damages claimed by any third parties (including but not limited to any Authorized User) arising out of any transaction or attempted transaction covered by this agreement, or your breach of this agreement.

Error Detection

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we shall have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors so long as we have applied such security procedures in a commercially reasonable manner.

Changing the Terms of This Agreement

We have the right to make changes or additions to this agreement at any time. This includes changes or additions to the fees and charges applicable to the transactions and services covered by this agreement. If notice of any change or addition is required by law, we will give you any notice the law requires.

Notices

Except as otherwise provided in this agreement, all notices from us will be effective when (a) we mail or deliver them to the last address that we have for you in our records, or (b) when we make such notices available to you through Business Online.

Terminating This Agreement

We may terminate this agreement, or some or all of the services we provide under this agreement, at any time. You are required to destroy any card when we ask you to. In addition, you must destroy any card linked to any account that is closed. You may terminate this agreement at any time by notifying us in writing, destroying all cards, and no longer using any of the services covered by this agreement.

Survival

All warranties, indemnities, confidentiality requirements, representations, acknowledgements and understandings will survive the performance and termination of this agreement.

Assignment

We reserve the right to assign or delegate this agreement and our responsibilities under this agreement, or any part of them, to any affiliate or to any other third party who assumes any deposit account which you access with a card.

Law That Applies

This agreement is subject to federal and Ohio law. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

Entire Agreement

This agreement is the entire agreement and understanding between you and us with respect to the subject matter of this agreement and supersedes all prior oral discussions and writings. If there is a conflict between what one of our employees says and the terms of this agreement, the terms of the agreement shall control.

Attorney Fees

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and costs, to the extent not prohibited by law.

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