

Huntington National Bank Instructions for Opening a Business Deposit Account

This packet should include the following documents:

- Instructions (2)
- Company/Signer information page (1)
- Product Selection page (1)
- Certified Authority of Church, Fraternity, Lodge Or Other Unincorporated Association (1)
- Signature Card (1)
- Request to Issue or Cancel Business Electronic Banking Card(s) (1)
- Electronic Banking Card Agreement for Business Customers (4)
() indicates the number of pages

Company/Signer information page

- The purpose of this page is to establish the name of the account holder and all of the signers that will be associated with the account. It is very important that you use the **street address** associated with the company when providing the company information. *We can not open the account with a P.O. Box!*
- Please indicate which of the signers would like to have a Visa Check Card.

Product Selection page

- Please indicate the products that you are interested in opening. *Only select one checking and one savings account per application.*
- List the number of signers required to sign checks and the amount of the initial deposit to open the account. The initial deposit needs to be in the form of a check or, if the business has a Huntington Checking account with the same authorized signers, a transfer from a Huntington Checking account.
- More information on each of the products listed can be found at www.huntington.com by clicking on the "Business Services" dropdown menu or by calling 1-800-480-2001.

Certified Authority of Church, Fraternity, Lodge or Other Unincorporated Association

- Please follow the instruction listed on the document below each of the required spaces to be completed.

Signature Card

- Please have individuals who will have check writing authority on this account, listed on the corporate resolution, sign their names below. Please use only blue or black ink when preparing the signatures.

Request to Issue Business Electronic Banking Card(s)

- This form is required for a Business Visa/ATM Check Card. Each card will include the company name as well as the name of the individual cardholder. Be sure to include the name of the company and each individual cardholder as they appear on the Company/Signer information page.

Electronic Banking Card Agreement for Business Customers

- This agreement states the terms and conditions that apply when you perform transactions with your electronic banking card(s). Please date the form and indicate the Name of the business, the Title of the person completing the form and their signature on page one.
- On page two, the Certificate for Electronic Banking Program, please follow the instruction listed on the document below each of the required spaces to be completed.

Upon completion of each of the forms listed above, mail the entire packet to:

Huntington National Bank
PO Box 182613
Columbus, Ohio 43272-5248

Next steps:

You will be mailed an account number, all required disclosures and agreements, and Visa/ATM Check Cards (if applicable).

Upon receipt of your account number, you will need to order your official business checks. You can order business checks online at www.huntington.com or by visiting your nearest Huntington Banking Office.

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Product Selection and Initial Deposit Instructions

Please indicate all of the products you wish to open:

Checking Accounts (Select only one checking account per application)

- Business Checking
- Business Interest Checking
- Custom I
- Custom II
- Custom III

Savings Accounts (Select only one savings account per application)

- Business Savings Account
- Premier Money Market Account
- Gold Money Market Account

Additional Services (Additional Fees May Apply)

- Business Web Bank
- Visa Check Card

Number of Signatures Required to Sign Checks: _____

Initial Deposit Amount \$ _____

(Minimum Initial Deposit is \$50, except for the Premier Money Market Account which is \$5000)

Form of Initial Deposit:

Check # _____ **or** **Transfer from an existing Huntington Account #** _____
(Signers must be the same on each Account)

Mail this completed application to:

**Huntington National Bank
 PO Box 182613
 Columbus, Ohio 43272-5248**

For more information or assistance in completing this application, call Huntington Business Direct Customer Service at 1-800-480-2001.

Appendix A Business Types

▪ Accountant	▪ Leather Goods Store
▪ Auctioneer	▪ Machine Parts Manufacturer
▪ Boat Dealership	▪ Money Transmitter
▪ Broker/Dealer	▪ Parking Garage
▪ Car Dealership	▪ Pawn Broker
▪ Casino and/or Card Club	▪ Plane Dealership
▪ Check Cashing Facility	▪ Restaurant
▪ Convenience Store	▪ Retail Store
▪ Currency Exchange House; Giros; Casas de Cambio	▪ Ship, Bus or Plane Operator
▪ Deposit Brokers	▪ Telemarketer
▪ Import/Export Company	▪ Travel Agency
▪ Jewel, Gem & Precious Metal Dealer	▪ Used Automobile/Truck Dealership
▪ Lawyer	▪ Other

Signature Card

Title of Account:

Address:

City/State:

Number of Signatures Required: _____ SSN/EIN: _____ Phone: _____

I/We hereby acknowledge receipt of a copy of the Huntington's rules, regulations, and disclosures in connection with such services as set forth therein and agree to be bound by the terms and conditions thereof and as amended from time to time. I/We represent that unless I/We are an unincorporated nonbusiness association this account will be used for business purposes.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION (Substitute W-9) Under penalties of perjury, I certify that : (1) The number on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and (2) UNLESS THE FOLLOWING LANGUAGE IS STRICKEN, I am not subject to backup withholding because: (a) I am exempt from backup withholding (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report as interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Name (Print or Type)	Title	Signature	Date
_____		_____	____/____/____
_____		_____	____/____/____
_____		_____	____/____/____
_____		_____	____/____/____

REQUEST TO ISSUE BUSINESS ELECTRONIC BANKING CARD(S)

Company Name _____ Tax ID # _____

Street Address _____ City/State/Zip _____

The following individuals are Authorized Users as specified in the Electronic Banking Card Agreement for Business Customers. Please ISSUE cards to the following:

<p>(1) Individual Name (Please Print)</p>	<p>(2) Checking Account Number (Completed by Huntington Employee)</p>
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Representative authorized to request cards for Authorized Users:

Printed Name	Signature

ELECTRONIC BANKING CARD AGREEMENT 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 you may have with us. They are also in addition to any other agreement covering types of 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" mean the business entity that signs this agreement.
- "we", "us", and "our" mean The Huntington National Bank, Columbus, Ohio.
- "card" means the access card(s) we have issued to an authorized user under this agreement, and includes the card number whether used with or without the 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:

- we allow limitations on that authority; and
- 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) 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, card number and/or Secret Code will be an authorized transaction. This is so even if the person using the card, card number and/or Secret Code:

- exceeds your authority;
- does not have your authority;
- has had his/her authority changed or revoked; or
- 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, card number and/or Secret Code, as follows:

- The fraudulent use must be by someone other than: (i) you, (ii) the person 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, card number 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, card number and/or Secret Code by a 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 Code

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 persons who cease to be Authorized Users.

NOTICE: See pages the following pages for additional terms that are part of this agreement.

Agreement Signature

By signing below, you specifically request our electronic banking card services and other services covered by our Electronic Banking Card Agreement for Business Customers. If we accept your application your signature below is also your agreement to be bound by all of the terms and conditions of that agreement and our procedures in effect from time to time. You acknowledge receiving a copy of that agreement.

You understand and agree that you are fully responsible for the activities of your employees and agents that you designate as Authorized Users. We may obtain consumer and/or commercial reports on you and any of your principals, and may check your credit and employment records and that of your principals. We may report our experience with you to other consumer and/or commercial reporting agencies, financial institutions, and other organizations that we believe have a legitimate need for the information.

Dated:

Name of business:

Typed Name:

Title:

By: _____
(Signature)

CERTIFICATE FOR ELECTRONIC BANKING PROGRAM

The undersigned certifies that _____

("Company") is a [] corporation [] partnership [] limited liability company [] sole proprietorship [] association [] other: _____, organized under the laws of the state of _____; and that pursuant to a duly called and held meeting of its board of directors, partners, or other governing body, dated _____, the following resolutions were adopted and remain in full force and effect:

RESOLVED, that the representatives of Company identified below be, and the same hereby are, authorized, empowered, and directed (i) to enter into an agreement with The Huntington National Bank, Columbus Ohio for electronic banking card services and other electronic banking services (the "Program"); (ii) to execute, deliver, and perform all contracts, documents and writings in connection therewith, and to comply with all procedures applicable thereto; (iii) to designate, revoke, or change persons as authorized signers under the Program; and (iv) to do all such acts and things as shall be necessary and appropriate to participate in the Program and carry out the intent of this resolution.

The undersigned further certifies that (i) he/she has the title set forth below under his/her signature; (ii) that the following persons are those designated in the foregoing resolution; (iii) that the signatures beside the name of each are the genuine signatures of such persons; and (iv) that by signing below, each such person also authorizes The Huntington National Bank, Columbus, Ohio ("Bank") to obtain consumer reports on them, to check their credit and employment records, and to report its experience with them to consumer and/or commercial reporting agencies, financial institutions, and other organizations that Bank believes have a legitimate need for the information.

Printed Name

Signature

IN WITNESS WHEREOF, the undersigned has signed this Certificate this _____ day of _____, 20_____.

By: _____
 Typed Name:

Title:

By: _____
 Typed Name:

Title:

NOTE: If a person signing this Certificate is appointed as a representative in the Certificate, a second officer or representative of Company must also sign this Certificate

Bank Contact _____ Internal Mail Code _____

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, card numbers 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, card number and Secret code is not used by or accessible to anyone other than the authorized user to whom they were issued

Lost or Stolen Card or Secret Code

You must notify us AT ONCE if you believe or suspect:

- any card, card number or Secret Code has been lost, stolen, misused, misplaced or improperly disclosed;
- money is missing from an account;
- a statement shows fraudulent transactions; 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 for accounts that can be accessed by cards, and to report AT ONCE any discrepancy you find. We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of cards, card numbers, or Secret Code by you, the person issued the card, 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 an request for authorization of a transaction made with a card or card number, you authorize us to deduct the amount immediately from the available balance in your account.

Business Purpose

You represent to us that:

- all accounts accessible pursuant to this agreement were established only for business purposes;
- the transactions performed on these accounts will be only for business purposes; and
- 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 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.

Foreign Transactions

If a card, card number or Secret Code is used to perform a transaction in a foreign country, the transaction may be in a foreign currency. We will post the transaction in U.S. dollars based on the currency exchange rate in effect on the day we settle for the transaction. The currency exchange rate may be different on that day than on the day of the transaction. There may be special currency exchange charges. This may result in the account being posted for a greater or lesser amount than the original amount of the transaction.

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 don't 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.

You agree to be subject 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:

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

- 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;
- acts of God, fire, flood, adverse weather conditions or other catastrophes, war, 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 communications facilities or utilities;

- the inability to perform the transaction because of insufficient funds or credit in the account to make the transaction or because the account is closed or is not in good standing;
- refusal of a merchant or other third party to honor a card, card number or Secret Code;
- restrictions on the account caused by legal process or other claim;
- delays or failure to act by you or any authorized user; or
- any other act or omission beyond our control.

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 users) 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 selecting 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, regardless of the manner in which we apply such security procedures.

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 notice the law requires.

Notices

Except as otherwise provided in this agreement, all notices from us will be effective when we mail or deliver them to the last address that we have for you in our records. Notice to one joint account owner or cardholder will be effective for all of you.

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 terminated.

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, acknowledgments 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 the 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 supercedes 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 this 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.