



Now part of The Huntington National Bank

BUSINESS AND CORPORATE CREDIT CARD REWARDS PROGRAM TERMS AND CONDITIONS

FirstMerit Credit Card Rewards for Business and Corporate Card Program Rules

FirstMerit Bank, now part of The Huntington National Bank, (referred to as “Issuer”, “We”, “Us” or “Our”) Business and Corporate Credit Card customers are eligible to enroll in the FirstMerit Bank, now part of The Huntington National Bank Rewards program (“the Program”) at no additional cost. Each Company, Cardholder, Guarantor and/or Authorized Contact, if any, (referred to as “Cardholder(s)”, “Card Program(s)”, “you” or “your”) with a FirstMerit Bank, now part of The Huntington National Bank Credit Card may earn rewards.

Reward Points earned by all Business and Corporate Card programs will accrue to the benefit of the Cardholder if company accounts are set up to make individual payments and will accrue to the Control account if company is set up with a Control Account. The Control Account may include one or more Business or Corporate credit cards (“Card(s)”) issued in connection with the Account. A Guarantor may, but need not, be a Cardholder. The Guarantor may identify to us an individual who shall be an Authorized Contact to perform certain functions on behalf of the Company as described in these Program Rules, including but not limited to the allocation of points accrued between the Company or Cardholder. If changes to the allocations of points are directed by either the Guarantor or the Authorized Contact, it will only affect Points that are earned after the date of the change.

Individual Pay Accounts are defined as accounts established for a cardholder level account that are billed to and payable by that specific Cardholder. Control Accounts and Diversion Accounts are accounts established for a Company for purposes of billing and payments for one or more sub-accounts. Sub-accounts are accounts established as a cardholder level account that are billed to and payable by a Company’s Control Account. A Company Control Account will earn Reward Points if a Company, Guarantor or Authorized Contact elects to have points accrue to benefit the Company. A Diversion Account is a Company Account for billing purposes and will not earn Rewards.

Rewards points are earned on FirstMerit Bank Credit Cards and redeemed through a vendor (“Redemption Center”) for merchandise, travel, gift cards and/or gift certificates.

Review and keep this document (“Program Rules”). The Program Rules are separate from the terms of your Credit Card Agreement (“Card Agreement”); however, any claim arising from participation in the Program is subject to the Card Agreement as provided in Section 4 below. If there is any change to the Program Rules, we will post revisions on our Web Site, (“Site”) and/or we will notify you in writing, as applicable. It is your responsibility to review the Program Rules to be aware of any changes. By our furnishing a copy of these Program Rules to the Company, any Guarantor, or any Cardholder, the Program Rules are deemed received by the Company and disclosed to all Guarantors, Cardholders, and the Authorized Contact of the Company.

General Terms:

1. To participate in the Program, the Company and the Guarantor(s) must have an Account that is open and has charging privileges and each Cardholder must be authorized by the Company to maintain and does maintain a Card that is open and has charging privileges (i.e., charging privileges have not been suspended or revoked).
2. Reward earnings are based on the new net retail purchase transaction volume (i.e., purchase less credits, returns and adjustments) charged to the Card during each periodic billing cycle (“Billing Cycle”) by the Cardholder(s) (“Net Purchase(s)”). FirstMerit Bank Business and Corporate cardholders earn 4 Points (1%) for each Net Purchase dollar. Rewards are calculated on a daily basis by (i) adding all of the purchases (including sales tax) and subtracting all credits, returns and adjustments for the day, (ii) applying the appropriate Rewards points multiplier to the sum and (iii) rounding the product to the nearest point. Rewards are subject to verification. Balance transfers, cash advances, including purchases of cash equivalents of any kind, gambling, fees, interest charges, credit insurance, credit protection, or debt cancellation charges and unauthorized/fraudulent transactions do not earn Rewards. Special promotional periods for a specific timeframe may feature Bonus Rewards. Details for each promotion period and corresponding Bonus Rewards redemption requirements will accompany the offer.
3. Accrual of Rewards begins on your Enrollment Date. Enrollment Date means the business date we process your Program enrollment. A Guarantor or Authorized Contact may request to enroll the Account in the Program. Rewards will never expire. Rewards accrued during any Billing Cycle in which the account is two cycles or greater past due at the end of the Billing Cycle will not be awarded. Registration of your FirstMerit Bank Corporate or Business Mastercard® constitutes your acceptance of the Program’s rules.
4. The Billing Cycle statement (“Statement”) will show your Rewards earnings. Rewards are not eligible for use until they have appeared on a Statement. Rewards have no intrinsic cash value, are non-negotiable and cannot be redeemed for any benefit except those rewards designated by us. Rewards are not property of any Company, Guarantor, Cardholder or other person, and may not be brokered; bartered; attached; pledged; gifted; sold; or unless specifically authorized by us, transferred to anyone else under any circumstances, including, but not limited to: disability; death; upon operation of law, or in connection with any domestic relations dispute and/or legal proceeding.

We shall have no liability for disagreements between Cardholders, Guarantors, Authorized Contacts or Companies regarding Rewards. Discrepancies about Reward earnings are not treated as credit card billing disputes: refer to your Business or Corporate Credit Card Agreement or the Your Billing Rights notice for details about billing disputes. Our decisions regarding Rewards discrepancies shall be final. Unless specifically

authorized by us, Rewards may not be combined with other discounts, special rates, promotions, rebates, or other reward programs offered by us. If you have any other rewards agreement with us, you may be ineligible for the Program. Further, other Company rewards or agreements entered into with us subsequent to program enrollment will cause Reward Program participation to be immediately suspended from additional earnings. Check with your local branch, or email us at creditcardrw@firstmerit.com, to determine eligibility. Unless specifically authorized by us, Rewards cannot be transferred between any credit card accounts issued by us or to accounts the Company, the Guarantor or the Cardholder hold with our affiliates. You must notify us promptly of any apparent Rewards discrepancy, but in no event later than 60 days from the date the transaction for which an adjustment is sought is posted to your account. Otherwise, Rewards earned will be deemed accurate and you will have waived any claim for adjustment. A Guarantor or Authorized Contact may transfer Rewards from any Card to the Company or to a Guarantor's Card. A fee may apply for any transfer.

5. To redeem Rewards, go to the Redemption Site at www.Huntington.com or call (888) 696-9982. If you have an Individual Pay account, you must call (888) 696-9982 to redeem Rewards or for other servicing matters. Redeemed Rewards are deducted from your Rewards balance as of the date you request a Reward. Points are available for redemption after the billing cycle in which they were earned. Merchandise, Gift Cards or Certificates, and Travel Certificates or Tickets are not exchangeable, refundable, transferable or redeemable for cash. Shipping and Handling costs may be included in the total points cost of the redemption item. Gift Cards and Gift Certificates are subject to terms and conditions contained with each card or certificate. Requests to redeem Rewards may be made by the Cardholder, Guarantor or the Authorized Contact(s), if any. Decisions made by us regarding Rewards redemption shall be final. Neither we nor any of the independent third parties, including Loyalty Fulfillment Service providers or Redemption Center, shall have any liability for fulfilling Reward requests in good faith in response to any person claiming authority on your behalf. Rewards are considered fully redeemed once issued. Rewards are not exchangeable, refundable, transferable or redeemable for cash. No refunds, credits or substitutions will be issued. We shall not be responsible for lost, stolen, unused or undelivered Merchandise, Travel, Gift Cards or Gift Certificates. Gift Cards and Gift Certificates are subject to terms and conditions contained with the card.

6. If a Company voluntarily closes its Business or Corporate Card Account or program relationship, any and all Rewards accrued to all program cards are immediately and irrevocably forfeited. If you close or we close or restrict the Card Account for any reason or you terminate participation in the Program, or you violate the Program Rules, or convert your Card Account to another account that is not eligible for the Program, you will no longer earn or redeem Rewards and all unused Rewards will be immediately and irrevocably forfeited. However, if your Card Account is closed because the Card was reported as lost or stolen (subject to verification), and a new Card Account is opened for you, we will transfer any existing Rewards from your old Card to the new Card as soon as reasonably possible. We reserve the right to disqualify anyone from participation in the Program, refuse to award points for certain transaction types or certain transactions, refuse to redeem Rewards or cause you to forfeit your Rewards and close your Card if, in our sole judgment, you or any other person(s) using the Card, have violated any of the Program Rules, including but not limited to acts of fraud or other abuse.

7. We may, at any time, without prior notice, (a) change, limit, or terminate any aspect of the Program; (b) terminate the Card Program in its entirety; (c) amend the Program Rules, benefits or features, in whole or in part; (d) discontinue or replace any Reward with a similar one of lesser, equal or greater value; (e) modify, delete or terminate any or all of the Program, the Program Rules or any portion thereof, any or all of the participating partners including loyalty fulfillment service and Redemption Center, Rewards, benefits or special offers if applicable; or (f) terminate a Cardholder's participation in the Card Program for any reason. Changes may affect outstanding transactions and Rewards, and include, but are not limited to, the earnings rate for Rewards, the amount of Rewards required to redeem Rewards, the amount of Rewards required for any Reward, the type of transactions qualifying for Rewards, the type or value of Rewards, the expiration date of Rewards and the maximum number of Rewards that may be earned per month or year, or otherwise, if applicable. Any of the foregoing actions may be taken even if such actions affect the value of Rewards already earned. The Program is not scheduled to end on a predetermined date and, as of the date of these Rules, there is no maximum number of points that may be accumulated.

8. We are not responsible for delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, or unauthorized access to, or alteration of Rewards accrued and redeemed or other Program activities. For more information or questions regarding the Program, call (888) 696-9982.

9. Suppliers of goods and services are independent contractors and are neither agents nor employees of us Mastercard International Incorporated, or any of their affiliates; or any group, organization or entity endorsing a credit card program issued by us. The suppliers of goods and services provided pursuant to this Rewards Program are solely responsible for the quality, performance and warranty of such products and services. Any rules imposed by such suppliers of goods and services apply to you. We are not responsible for any goods or services supplied pursuant to this Rewards Program.

10. We retain the right to make appropriate adjustments to your reward earnings that you have properly accrued for any reason including, but not limited to, a technology or system failure. You agree that, if your point balance is negative for any reason, we have the right to make a corresponding reduction in the number of points posted to your Account as additional points are awarded.

11. We are not responsible for typographical errors and/or omissions in any Program document.

12. You are responsible for determining any tax liability arising from participation in the Program. Consult your tax advisor concerning tax consequences. The Program is subject to government approval and is void where prohibited by law. All aspects of the Program are governed by the laws of the State of Ohio, without any reference to its choice of law provisions. We have no obligations to you with respect to the Program other than those set forth in these Rules.