




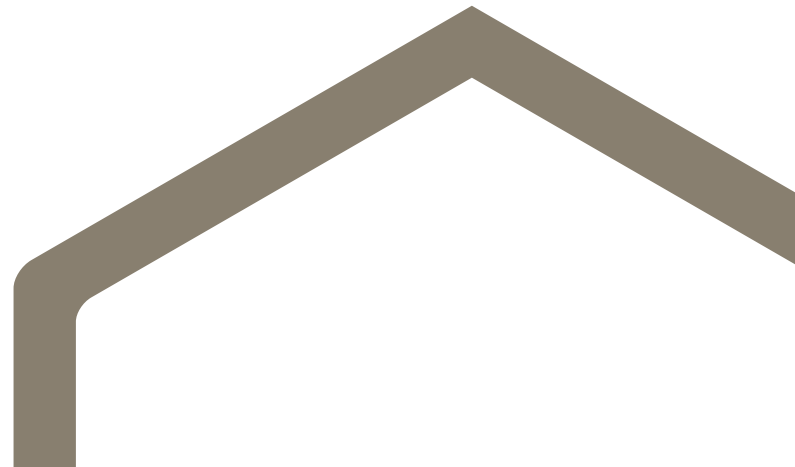


## **BUSINESS AND COMMERCIAL ACCOUNT DISCLOSURES**

Effective October 12, 2021

 The Huntington National Bank is an Equal Housing Lender and Member FDIC.  Huntington<sup>®</sup>,  Huntington<sup>®</sup>, and 24-Hour Grace<sup>®</sup> are federally registered service marks of Huntington Bancshares Incorporated. The 24-Hour Grace<sup>®</sup> system and method is patented. U.S. Pat. No. 8,364,581, 8,781,955, 10,475,118, and others pending.  
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To Our Valued Customers:

We are grateful for the opportunity to serve your banking needs, and assure you we will continue to strive to earn your respect and confidence. We are providing you with these disclosures for our business and commercial deposit accounts, which detail all of the specifics of our products and services. **Except for Certificates of Deposit, these disclosures will govern on the Effective Date. Certificates of Deposit which renew on or after the Effective Date, will be governed by Section II, Certificate of Deposit Account Agreement and Disclosure of Account Terms and Rules and Regulations, upon renewal.** Please keep this booklet with your other important documents, and refer to it whenever the need arises. Again, thank you for allowing us to be of service to you.

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## NOTICE OF ARBITRATION PROVISION

This Agreement and Account Documents are subject to an Arbitration Provision which you should read carefully (see “Section I. 21. ARBITRATION” on page 22). If a dispute between you and us is arbitrated, the Arbitration Provision, unless rejected by you, will substantially affect your rights, including your right to have a court trial or to bring, join in or participate in a class action.

## I. Business Deposit Account Agreement & Arbitration Provision

### 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.

This Business Deposit Account Agreement is the Agreement for the business checking, savings, or money market account you open with us (Account). The business can be any legal entity (including associations) and agrees to the terms of the Account by: (i) signing the signature card, (ii) electronically agreeing to the Account Documents, or (iii) conducting any transaction with your Account. This Agreement may refer to other documents provided to you such as rate sheets, the Business Account Charges Form, disclosures, amendments or other documents that govern your Account and related products and services. These documents are collectively referred to as the “Account Documents” and are a part of the Agreement for your Account. This Business Deposit Account Agreement is sometimes referred to as the “Rules and Regulations” in your Account Documents, and the business opening the Account is sometimes referred to as “you” or “your.”

### 1. FRAUD PREVENTION AND SECURITY

#### a. Fraud Prevention

To help prevent fraud and other losses, we strongly encourage you to follow these guidelines:

- i. Do not provide any account information (like account numbers, Personal Identification Numbers (PINs), or online credentials) to anyone, particularly callers, even if they claim to be a Huntington colleague
- ii. Do not write driver’s license or Social Security Number (SSN) on your checks
- iii. Call us immediately if:
  - (1) your Debit Card or checks do not arrive within ten (10) business days of your order
  - (2) you suspect or believe your Debit Card or any check is lost, stolen, or missing
  - (3) there is a transaction on your statement or online that you do not recognize

- iv. Store blank and cancelled check copies in a safe place, such as a locked drawer
- v. Shred unused deposit slips, transaction receipts, cancelled checks, and statements for your account before discarding them

**b. Security**

We are committed to providing you a secure and reliable experience with us, and to demonstrate our commitment to you we:

- i. Provide you with security alerts when you change your mailing address
- ii. Utilize specialized hardware, software, and firewalls to combat security breaches
- iii. Require multi-factor authentication for some transactions that we deem to carry a higher risk of fraud
- iv. Utilize 128-bit SSL encryption when you communicate with us over the internet through our online channels

We ask you to follow these fraud prevention guidelines to help protect your account, and both the fraud prevention guidelines and security measures we take help ensure a better experience with us and reduce losses. You can also use other tools we provide, such as banking online and paperless statements, to help monitor your accounts and keep your information secure.

**2. MAKING DEPOSITS**

You may make deposits to your Account through the channels and during the times we make them available by following the steps required for that channel. If you don't know what steps are required, please ask us and we will provide them to you.

**a. Check Endorsements**

You must endorse your check(s) by signing the back of the check in the designated location. In some cases, we may accept checks that are made payable to you, without endorsement and treat them as though they were endorsed correctly.

**b. Our Right To Refuse Deposits**

All non-cash deposits (for example, checks) must be made in blue or black ink and are subject to our review. We may refuse all or part, or adjust, any deposit for any reason, at any time, even after you have completed your deposit transaction (for example, we discover a missing signature while processing a check).

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 your employer or the social security administration sends a direct deposit to your closed Account, it will be rejected.

**c. Collecting Deposits**

When you make a non-cash deposit, we will collect the money for those item(s) on your behalf from the issuing bank. 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 before we collect the money. However, subject to applicable federal law and our Funds Availability Policy, we may wait until we have actually received the money for your deposited items before we credit your Account.

**d. Returned Deposited Items**

If we credit your Account for a deposited item, we may later deduct the amount of any item from your Account if we are unable to, or have reason to believe we will be unable to, collect the money from the applicable account holder. We may also charge you a fee if this happens and the item is returned to us unpaid.

**e. Deposits Made In Foreign Currency**

If you make a deposit in foreign currency, we will process the transaction in U.S. dollars. The final amount deposited to your Account may be reduced by applicable currency exchange charges and will be based on the currency exchange rate we determine is in effect when we are paid.

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.

**f. Substitute Checks**

Only in limited circumstances, such as re-depositing a returned deposit, may you deposit a substitute check (a copy of an original check). If you deposit a substitute check, you are responsible for paying us the amount of any losses, costs and other damages that result from your deposit.

**g. Indemnity**

You agree to indemnify us and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from a deposited item that is:

- i. Returned to us for an alleged breach of warranty under applicable law or other reason not caused by us. Examples include claims of: (a) forgery; (b) unauthorized items; (c) improper endorsement; (d) alteration; (e) counterfeit items; (f) unauthorized substitute checks; and (g) illegible items;
- ii. Not completed in blue or black ink;
- iii. A substitute check that violates this Agreement; or
- iv. Delayed in return because of the condition of the item that occurred before we accept it (in other words, something that happened to the item before we accepted it).

**h. 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:

- i. 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).
- ii. To follow any instructions we provide 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 in it.

- iii. To notify us if any equipment we have given you to use is lost or stolen.
- iv. 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. 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.
- v. You can elect on the Night Depository Resolution (Resolution) to have either us open or hold the Depository Bag. You also authorized us to deliver Property or equipment to you or any authorized representative you designate. In the absence of an election on the Resolution, you agree we can open the Depository Bag. If we 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. If you elect for us to 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. In that scenario, you (or your authorized representatives) must appear at the branch to identify and claim any Property on the next banking day following each use of the night depository facilities. If you do not do this, we may take any steps that we deem necessary, including placing a lien on such Property for safekeeping or depositing such Property into any account you have with us.
- vi. We do not have any obligation to determine what Property or if any has been received by us or deposited in your account. You agree to keep a list of Property you provide to us. You shall accept our count of the Property as final.
- vii. No relationship of debtor or creditor between us and you shall arise unless or until we have opened the Depository Bag and deposited the Property to your account.
- viii. 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 upon our request, termination of your account, or use of the night depository facilities.

### 3. LIMITS, WITHDRAWALS AND CHECKS

#### a. Limits

For savings and money market accounts, federal law also requires us to limit you to a total of no more than six (6) transfers and withdrawals, or a combination of them, in any calendar month or statement cycle of at least four weeks 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, transfer your account to a non-interest bearing product, or close your Account.

Unless noted below, our interest bearing business checking accounts are negotiable order of withdrawal accounts. Even though you may make withdrawals from your Account at any time, under federal law we may require you to give us up to seven (7) days prior notice of withdrawal for these Accounts. Further, federal law restricts the depositors permitted to have such accounts, and generally these are individuals, nonprofit organizations, government units, and fiduciary accounts if all of the beneficiaries are otherwise eligible.

Our Huntington Unlimited Plus Business Checking account, Huntington Unlimited Business Checking account, Huntington Business Checking 100 account, Commercial Interest Checking account, Hybrid Checking account, Escrow Solutions, IOLTA accounts, IOTA accounts, and other non-interest bearing checking accounts are demand deposit accounts, and the preceding paragraph does not apply to them.

We may limit the manner of any withdrawal, particularly if we believe the withdrawal is fraudulent, illegal, or poses security risks.

#### b. Timing of Withdrawals

We consider withdrawals as having been made on the business day we post it to your Account.

#### c. Checks You Write

##### i. General Terms

- (1) Your checks must comply with financial industry standards.
- (2) You must fill out your checks in blue or black ink.
- (3) We may deduct from your Account the amount of any check you have written even if it is presented before the date written on the check, if there is no date on your check, or if the date on the check is more than 6 months old. We may also refuse to pay these checks.
- (4) We may charge a fee to the person to whom you wrote a check if that person tries to cash the check at one of our branches and he or she does not have an Account with us.
- (5) We may refuse to pay any check if there is not enough money in your Account.
- (6) We may process and are not obligated to honor, or notify you of, restrictive language placed on your checks or other items such as "void after 90 days," "paid in full," "two signatures required," "void over \$100" or similar statements.
- (7) You agree that we are acting within reasonable banking standards by processing checks and other items through automated systems where most items are not individually examined.
- (8) Some accounts (such as savings accounts) do not utilize checks.
- (9) We process checks by automated means and you acknowledge that we have no duty to examine each item presented for payment.

#### d. Stop Payments

You may not stop payment on a check we issued such as an official, cashier's or teller's check. However, you can request that we stop payment of a check or other transactions by calling us at (800) 480-2001 or by visiting a branch.

Any person authorized to act on your account (for example, a signer or debit cardholder) can place a stop payment order. We are not responsible for stopping a payment if we have not had a reasonable time to act on your stop payment order, if you have not provided us enough information (such as name of the payee) to execute the stop payment, or if we have paid or become responsible for the check or item. You also agree to indemnify us and hold us harmless from any liability or loss we incur (including reasonable attorneys' fees) because we complied with your stop payment order.

A stop payment order will expire in six months unless renewed by you.

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.

#### 4. INTEREST INFORMATION

The following terms apply to savings, money market and checking accounts that earn interest.

##### a. Rate Information and Balance Computation Method

The initial interest rate(s) and annual percentage yield(s) (APY) we pay on your Account, and minimum balances to earn each rate, are shown on the rate sheet provided to you when you opened your Account. We may change the interest rate(s) and annual percentage yield(s) at any time at our discretion without notice to 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. For savings accounts, interest will be compounded and paid on a quarterly basis, and for money market and checking accounts that earn interest, interest will be compounded and paid on a monthly basis. Interest will be paid by adding it to your Account (less any amount required to be withheld, such as income tax withholding).

If 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.

If you close your Account before interest is paid for the statement period, we will not pay you the accrued interest for that statement period. See the section "Limits, Withdrawals and Checks." 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.

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 your 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 statement period to determine the amount of interest to pay you for that statement period.

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

##### b. 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. We may debit your Account for interest that we have previously paid on such returned items.

##### c. Minimum Balance to Earn Interest

The principal balance you must have in your Account at the end of the day to qualify to earn any interest for that day is stated in the rate sheet provided to you when you opened your Account. If you qualify, we compute interest for that day using the current interest rate for which your principal balance at the end of the day qualifies you.

##### d. Hybrid Checking

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 monthly service charges. Please note the Excess Balance is labeled Net Available Balance in your account analysis statement. To determine the balance level required to offset all monthly service charges, 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, 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.

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. 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.

## 5. FEES

You agree to pay the fees applicable to your Account. You authorize us to deduct all fees from your Account, whether or not that causes an overdraft in your Account. If we decide to waive a fee, the terms of the Account Documents will not change and we are not required to waive that fee again in the future.

You are responsible for any monthly fees at the time you open your Account and at the beginning of each monthly statement period following Account opening. Monthly fees are deducted from your Account at the end of each statement period or, for closed Accounts, at the time an Account is closed, even if a full statement period has not occurred.

Fees for a transaction may not be displayed at that time and may appear in the aggregate on your periodic statement. Minimum or average daily balance requirements are calculated for the days the Account was opened during each statement period.

Fees related to specific transactions may be deducted from your Account at any time.

## 6. OVERDRAFTS/RETURNS AND FEES, OVERDRAFT PROTECTION

### a. Overview

If there is not enough money in your Account to cover a transaction we may, either: (1) allow the transaction to go through and cause your Account to become overdrawn or; (2) return the transaction. In either case, we may charge you a fee as explained below. Remember, our decision to pay or return the transaction is at our discretion, and you have no right to overdraw your Account, even if we have previously paid a transaction into overdraft.

You can avoid overdrafts and/or returns if you practice good Account management and maintain enough available money in your Account to cover all transactions to be paid. To determine if you have enough money available, you must consider all of your transactions, including those which have not been presented to us, such as checks, withdrawals, transfers, purchases, payments or other debits. Special rules may apply for certain pending transactions (see “Special Rules for Pending Transactions”). We don’t always know about all transactions that may be presented for any given business day until we finish processing at the end of that business day. This means only you know all of your transactions that may affect your Account balance for that business day.

### b. Overdraft Protection

Overdraft Protection allows you to link any eligible checking account to another eligible deposit account (savings, money market account, credit line, credit card) you have with us. The account you choose to link to your checking account

is called the funding account. When you don’t have enough money in your checking account to cover a transaction, the available money or credit in the funding account will be transferred to your checking account.

You may link only one funding account to a checking account. A funding account cannot be linked to more than one checking account.

By choosing Overdraft Protection, you authorize us to transfer funds from your funding account to your checking account to cover an overdraft balance in your checking account at the end of the business day. Transfers are based on the amount of money or credit we determine is available in your funding account from our records on the day of the transfer. All transfers are subject to availability of money or credit in the funding account and any other applicable conditions as discussed below.

### i. Types of Funding Account Transfers

#### (1) Transfers from Savings, Money Market Accounts and Credit Lines

Transfers from an eligible savings or money market account or credit line funding account will normally be in multiples of \$100. For example, if you overdraw your checking account by \$128, we will transfer \$200 from your funding account. If less than a multiple of \$100 is available from your funding account, we will transfer whatever is available in your funding account, and if you overdraw your checking account in an amount that is greater than the amount available in your funding account, the entire amount available in your funding account will be transferred.

#### (2) Transfers From a Credit Card

Transfers from an eligible credit card funding account will normally be for the exact amount you overdraw your checking account, but only up to the available cash limit.

Remember that the terms and conditions for your Funding Account still apply, such as interest or transaction limitations.

### c. Overdraft Options

We may pay a transaction when there isn’t enough money in your Account, and these transactions include, for example ATM and Debit Card, Checks, Electronic Payments, and Transfers.

Remember, the decision to pay, return or decline the transaction is at our discretion regardless of the elections you make. This decision is based on a variety of factors such as the length of our relationship with you, deposit frequency, deposit amounts, or history of bankruptcy to name a few. You have no right to overdraw your Account and just because we allow you to do so does not mean you will be able to overdraw in the future.

If you overdraw your Account, you must pay us immediately for the amount of the overdraft and any associated fees. You agree that we may apply any deposits made to your Account to any overdraft balance, and we may apply that deposit to fees before principal. 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 available money.

## 7. SPECIAL RULES FOR PENDING TRANSACTIONS

### a. Overview

Generally debit card purchases and ATM transactions have a two-step process that may impact the money available in your Account to pay other items. These transactions usually begin with an electronic authorization request, which is followed by an electronic settlement request within a few days. The amount of the authorization request will reduce the money available in your Account to cover other transactions, but sometimes the settlement request is more than the authorization request. Also, we use authorization requests and other pending transactions made until 1:00 a.m. ET to determine the money available in your account to cover transactions.

These authorizations or other pending transactions may cause an overdraft in your Account or cause other transactions to be returned. However, we ignore any pending authorization requests or transactions for purposes of deciding if we will charge an Overdraft Fee or a Return Fee.

The example below illustrates this.

What this means for you:

- The authorization request or pending transaction reduces the money available in your account and impacts our decision to pay or return an item; but
- The authorization request or pending transaction will NOT cause an Overdraft Fee or a Return Fee.

**Consider the following example:** Assume you start the day with an Account balance of \$110, during the day you make a debit card purchase of \$95 that we authorize as a pending transaction. Later that night during overnight processing, a check for \$90 you wrote a few days ago is presented to us for payment.

The pending debit card authorization reduces the money available in your Account to \$15, which is not enough to pay the \$90 check. We will, depending on criteria we establish, do one of the following:

- Pay the check and not charge you an Overdraft Fee, since there would have been enough money in your Account to pay the check (ignoring the \$95 pending debit card authorization). On the next business day, assuming no other transactions, if the \$95 debit card purchase is presented to us for final settlement, generally we are required to pay it under debit card network rules. Your Account will be overdrawn by \$75 and we will charge an Overdraft Fee; or
- Return the check, but not charge you a return fee, since there would have been enough money in your Account to pay the check (ignoring the \$95 pending debit card authorization).

**NOTE:** In the examples above, if the check had been for \$250 (more than the money available in your Account) if we pay or return that check, you would be charged an Overdraft Fee or Return Fee.

When the debit card purchase or ATM transaction is finally settled, it may cause an overdraft on your Account if there is not enough money in your Account at the time of settlement, and this may cause an Overdraft Fee.

### b. Notice of Insufficient Funds

Generally, if we return an item or pay an item into overdraft, we will send you a Notice of Insufficient Funds, even if we do not charge you a Return Fee or an Overdraft Fee.

This notice provides the details of your transactions for the day in which you did not have enough money available in your account including:

- “Outstanding Authorizations and Pending Transactions” (authorization requests (mentioned above) or credits that have not yet posted to your account);
- An “Account Summary” section, which aggregates your pending and posted transactions; and
- A “Transaction Detail” section, which includes each transaction from that day. You can use the description above, the Account Summary section, and the Transaction Detail section to determine the balance we use to pay or return an item and the balance we use to charge a Return Fee or an Overdraft Fee.

### c. Pending Credits

Please note that even though a deposit made during a business day may not be available that same day under our Funds Availability Policy, we may use the amount of the deposit to authorize transactions or to pay other items presented for payment from your account. We call these deposits pending credits. We also use any pending credits when determining if you will be charged a Return Fee or an Overdraft Fee, and pending credits discount for purposes of determining if you made a sufficient deposit to take advantage of 24-Hour Grace. Please note 24-Hour Grace may not apply to certain accounts or Treasury Management Services. We use pending credit made until 1:00 a.m. ET to determine the money available in your account to cover transactions.

## 8. TRANSACTION POSTING ORDER

On Business Days, we post deposits and credits first, followed by specific categories of debits, which may include checks, ACH transactions, and electronic transactions (such as Debit Card and ATM transactions). Fees and interest (if any) are posted last. Within the specific categories of debits:

- We post electronic transactions in chronological order using the date and time assigned to the transaction and that date and time could be in a different time zone from where you are conducting the transaction.
- We post checks in check number order, unless the check is cashed in the branch, in which case we post those checks first.
- We post other transactions in low-to-high order based on amount within their specific categories. We try and post debit transactions in the order in which you spent your money. Because the transactions involved in posting order can vary from customer to customer, the description above is generally how we handle transaction posting order. However, we may change our transaction posting order at any time in our discretion without notice to you.

## 9. OUR LIABILITY TO YOU

Except as otherwise provided by applicable law or by other Account Documents, you agree that:

- a. If we do not properly complete a transaction as required within your Account Documents, our maximum responsibility to you will be for the amount of the transaction.
- b. We are not responsible if circumstances beyond our control prevent the transaction from being completed or if the money in your Account is or may be subject to legal process or other claim.
- c. We are not responsible for any consequential damages (e.g. those that are an indirect result from an event).
- d. We are not responsible for any checks or items that are returned or processed late because of markings placed on the check or item before we accepted it.

## 10. STATEMENTS AND NOTICES OF ERRORS

### a. Statements

We will provide you with periodic statements showing the activity on your Account through U.S. mail, or online if you choose this option. You may also request a mini-statement or an extended mini-statement at an ATM.

We will provide monthly statements if you have electronic banking transactions during the statement period. However, if your Account has a zero or positive balance and there is no activity (deposits, withdrawals, or transfers) on your Account, we may only provide a statement three months from the month in which activity last occurred on your Account. If we classify your Account as inactive, we may stop sending statements. You agree to notify us promptly if you change your address.

### b. Your Responsibility to Check for and Notify Us of Errors

Except as otherwise provided by applicable law, rules, or other Account Documents, you must notify us within 30 days after your statement is mailed or made available to you online of any errors with your Account or as soon as possible if you see an error in your transaction history online. Errors include such things as unauthorized transactions, fraudulent activity, forgeries, alterations and missing deposits.

Also, after we accept your deposit, we will verify the accuracy of the amount. If we find a discrepancy between the amount credited to your Account and the actual amount of the deposit, we will adjust your Account without notice to you. However, if there is an unintentional discrepancy of \$5 or less where the amount deposited was less than the amount stated on your deposit receipt, you keep the difference.

There may be other times when 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. We may change the thresholds above at any time without notice.

### c. How to Notify Us

You must notify us of errors by:

- (1) calling us at (800) 480-2001 or
- (2) writing to us at:

The Huntington National Bank, Attention: Customer Service  
P.O. Box 1558, Columbus, Ohio 43216

### d. Our Liability If You Fail to Report Errors Timely

If you fail to notify us (i) within 30 days after your statement is mailed or made available to you or (ii) as soon as possible after discovering an error online in the transaction history, we will not be responsible for the errors and will not be required to reimburse you for them. We also will not be responsible for (i) additional error(s) by the same wrongdoer or (ii) any loss that we could have avoided if you had promptly notified us.

Note that no legal proceeding or action for errors may be brought against us more than one year after the statement showing the errors had 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.

## 11. ACCOUNT OWNERSHIP

### a. Payable on Death/Informal Trust Accounts

We do not allow payable on death or informal Trust Account (also known as an "in trust for" or "Totten Trust") designations on business account. We will consider any attempt to do so as invalid.

### b. Verification of Authorization

We may require documents and authorizations that we deem necessary (i) to verify that the person(s) opening, owning, transacting, or taking other actions on the Account, has the authority to do so and (ii) to establish the identity of any such person(s).

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.

### c. No Special Access or Other Requests

We are not required to act on or comply with any instructions from you that request multiple signatures for transactions on your Account (referred to as "special requirements"). We may allow any of the persons designated on the signature card or our other records, to transact on your Account.



#### d. Transferring Ownership

Your Account cannot be transferred or assigned without our consent. We must approve any pledge of your Account (for example, transferring your Account to a lender to secure a loan) and any pledge remains subject to any rights we have under the terms of the Account Documents and applicable law. We may also require the Account to be closed and a new Account to be opened in the name of the transferee or pledge.

#### 12. DORMANT ACCOUNTS AND UNCLAIMED FUNDS

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 a) you from using the account or b) sending you periodic statements.

#### 13. IF YOU OWE US MONEY

If you owe a debt to us (including any overdrafts or fees owed) whether jointly with another or individually, you agree that we may use the money in any of your Accounts to pay the debt, regardless of the source of the funds (unless prohibited by applicable law). This is our right of set-off. We will not be responsible for any check, item, or transaction that is returned because we set-off a debt against your Account. You agree to indemnify us and hold us harmless from any claim (including reasonable attorneys' fees) arising as a result of our exercise of our right of set-off. If we charge off your Account, it may be reported to the credit reporting agencies. To the extent permitted by law, you agree that our right of set-off applies to all funds deposited into your Account, including funds received from the Social Security Administration and other federal or state agencies. If you owe us money, we may take different collection actions based on a variety of factors, including how much money you owe us.

#### 14. AUTOMATED CLEARING HOUSE (ACH) ENTRIES

Credit transactions sent to you through the Automated Clearing House network are subject to the "Governing Law" section found in these Account Documents. 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.

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 AND NOTICES OF ERRORS."

#### 15. TELEPHONE AND ELECTRONIC COMMUNICATIONS

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

- a. Make telephone calls, leave messages, and/or send email or text messages to you at any telephone number(s) or email addresses 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. Your communications service provider will deliver them to you as your agent.
- b. Use any technology available to make telephone calls and/or send text messages to you, including but not limited to prerecorded/artificial voice messages and/or an automatic telephone dialing system.
- c. Send emails or any other electronic communication to you at any email address you give to us or that we otherwise have for you on your Account.
- d. Monitor and record any telephone call or other communication between you and us.
- e. Additionally, if you use other services that include electronic communications from us such as our Alerts Service, Text Banking or Mobile Banking, you understand and agree that:
  - i. You are responsible if we incur an expense or loss because you gave us a phone number, email address, or other delivery location that is not your own.
  - ii. Email and text messages may not be encrypted and may include personal or confidential information. We will not be responsible for losses or damages arising from any disclosure of Account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in email or text messages.
  - iii. Telephone calls, email and other text messages may be delayed because of your Internet service provider(s), phone carriers, or other parties.
  - iv. Certain services that include telephone, email or text messaging may only be available to a customer with eligible accounts and/or mobile devices.
  - v. Telephone calls, email and text messaging are provided for your convenience and do not replace your monthly Account statement(s), which are the official record of your Accounts.
  - vi. You are responsible for all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider or others. Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences. You can cancel certain Alerts by sending STOP to 446622 at any time. In response to your STOP message, you agree and consent that we or a third party acting on our behalf may send you a text message confirming that you have elected to cancel certain Alerts. For help or information on Alerts, send HELP to 446622. For additional assistance with Alerts, contact us at (800) 480-2001.
  - vii. Huntington Confirm It fraud alerts. You will receive free messages from short code number 49847. Message frequency varies and depends on card use. Mobile carriers are not liable for delayed or undelivered messages. For more information, call (800) 480-2001. Please note: You can opt out of Confirm

It texts and/or automated phone calls at any time. Opting out applies specifically to your debit card number. Other cards associated with your Account will not be affected. If you are reissued a card with a new number, you will need to opt out again. To opt out of receiving Confirm It texts, text STOP to 49847. By texting STOP to 49847, you agree to one additional confirmation message stating you have opted out and will no longer receive messages from Huntington Confirm It. For help, text HELP to 49847. To opt out of automated phone call fraud alerts, call (800) 480-2001.

## 16. NOTICES

Except as otherwise provided in the Account Documents, notices we give you are effective when deposited in the U.S. mail addressed to the last address that we have for you, when made available to you through our online service, or when sent to the last known email address that we have for you.

## 17. CLOSING YOUR ACCOUNT

We may close your Account at any time, for any reason, with or without notice to you. We will return the balance in your Account, less any fees or service charges, claims, set-offs or other amounts you owe us, unless your balance is \$1 or less, in which case we will not return it to you. After your Account is closed, we have no obligation to accept deposits, pay any outstanding checks or honor any other withdrawal or transfers. You agree that we shall be relieved of any and all responsibility for refusing to honor any check or other item on a closed Account. Your obligations in the Account Documents to indemnify us survive the closing of your Account.

## 18. OTHER LEGAL TERMS

### a. Adverse Claims

If anyone notifies us of a dispute regarding your Account, we may place a hold on your Account and we will not be responsible for refusing to honor or for failing to process any transaction. We have no obligation to determine the validity of any claim before placing or keeping the hold on your Account.

### b. Illegal Transactions

You agree that you will not use your Account in any way that violates applicable law or for internet gambling and we will not be responsible for anything related to those violations or transactions if you do. We may also choose to deny any transaction if we believe there is a reason to do so, for example we believe the transaction is for internet gambling.

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.

### c. Fraud

If we suspect fraud on your Account or have reason to believe we may not be able to collect the money associated with a deposit, we may place a hold on your Account and refuse to accept deposits to the extent not prohibited by law. We will not be responsible for the return of any check, item or transaction resulting from the hold.

### d. Subaccounts

For regulatory reporting and accounting reasons, your checking account consists of two subaccounts: subaccount A and subaccount B. This internal accounting process does not affect either the appearance or the operation of your checking account in any way. All of the provisions of your Account Documents apply to both subaccounts.

Subaccount A is a checking account, and subaccount B is a savings deposit account. Periodically we review the activity in your Account to determine the amount that is NOT needed to pay checks or other debits (the "Reserved Balance"). We keep the Reserved Balance amount in subaccount B, and the amount in excess of the Reserved Balance is kept in subaccount A. We may adjust the balances between subaccount A and B by internal transfer, as we deem necessary or appropriate. We will not allow more than six transfers per monthly statement period from subaccount B to subaccount A, and if a sixth transfer is made in a monthly statement period, all funds in subaccount B will be transferred to subaccount A for the remainder of the monthly statement period.

### e. 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.

### f. No Waiver

If we fail to exercise any of our rights within the Account Documents, such failure will not waive any of our rights.

### g. Limitations on Actions

You must file a lawsuit 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 filed after that time should be dismissed, to the extent permitted by law.

### h. Collections

We may pursue collection of any negative balance on your Account in court or otherwise, or transfer that right to others. If we take legal action to collect any overdraft balance or other amounts you owe us in connection with your Account, you agree to pay our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

### i. Change in Terms

We may change the terms of the Account Documents at any time. Unless the law requires us to send you a specific notice, we will decide what kind of notice we will give you and the method of providing the notice.

### j. Document Retention

You agree that any documents we provide in connection with your Account, including but not limited to the Account documents, statements, notices and any other documents may be provided to you electronically and you consent to receive any such documents in electronic form.

You agree that we may, in the ordinary course of business, destroy the original and/or copies of the signature card or any other Account Documents in connection with your Account after we make a record, copy, photograph, image or

representation of it by electronic or other means. You agree that such destruction does not alter the intent of the parties to continue to be bound by the signature card and other Account Documents. You also agree that the electronic or other record we maintain shall be treated the same as any original document. You agree not to take any action or otherwise challenge or question the validity, enforceability or accuracy of the signature card or any Account Documents merely because any of such documents was provided in electronic form or because the original was destroyed in connection with our document retention practices.

**k. Governing Law**

The Account Documents, your Account, and the services we provide in connection with your Account are governed by federal laws and U.S. regulations, and to the extent federal laws and regulations are not applicable (and only to that extent), the law of the state where your Account is located governs. Your Account is located in the branch where you opened your Account, and if you do not open your Account in a branch, your Account is located in Columbus, Ohio. We may change the location of your Account at any time. If any fees or charges are deemed to be “interest” under federal law, the law of the state of Ohio shall be applicable in determining the amount of interest permitted under federal law. To the extent there is any inconsistency between the terms of the Account Documents and any applicable law, the Account Documents will control to the extent permitted by law. If any of the provisions of the Account Documents cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

**19. REAL TIME PAYMENTS (RTPs)**

The following additional terms apply to any RTPs to or from your Account through the RTP Network. RTPs can occur 24/7 and are subject to the limits and other constraints provided by the RTP Operating Rules. RTP Operating Rules (which can be found at [theclearinghouse.org/payment-systems/rtp/document-library](https://theclearinghouse.org/payment-systems/rtp/document-library)), the laws of the State of New York (including Article 4-A of the New York Uniform Commercial Code) and the Huntington Business Deposit Account Agreement govern RTP transactions at Huntington. If there is a conflict between the RTP Operating Rules, Article 4-A of the New York Uniform Commercial Code, and/or the Huntington Business Deposit Account Agreement, the RTP Operating Rules shall govern. By not returning RTPs deposited into your Account, you are agreeing that the RTP Operating Rules apply to and are binding upon you. The terms “Sender,” “Receiver,” “Sending Participant,” “Receiving Participant,” and “Request for Payment” as used herein are defined in the RTP Operating Rules.

- a. RTPs are settled within seconds of the transmission by the Sender, unless the payment fails or is delayed due to a review by the Receiving or Sending Participant. A review indicating fraud, regulatory or compliance issues, and/or transaction limits may result in a payment’s failure or delay.
- b. RTP transactions are irrevocable and cannot be reversed by the Sender. If you want to reject an RTP payment to your Account; or block all RTP payments into your Account, please contact us at our toll-free number (800) 480-2001. While we may attempt to assist in the resolution of your request, we will have no liability for our failure to do so.

- c. All accounts (Sender and Receiver) used for RTP must be located within the United States. To the extent a Sender sends, or a Receiver receives a payment or message as part of a money transmission transaction, whether such Sender or Receiver is a payment service provider or not, the person on whose behalf the Sender sends, or the Receiver receives, must be a resident of or otherwise domiciled in the United States.
- d. We are under no obligation to honor, in whole or in part, any RTP transaction that could result in a violation of applicable law, as determined in our sole discretion.
- e. If you elect to receive payments from consumers through RTP, you will indemnify and hold us harmless against any disputes or charge-backs initiated by a consumer, including, without limitation, Regulation E disputes.

RTP® is a registered service mark of The Clearing House Payments Company L.L.C.

**20. FDIC PROVISIONS**

**Special Provisions for Accounts That Qualify for Pass-Through Insurance**

- a. Accounts opened by federal, state, or local governments must identify an official custodian(s) for purposes of FDIC Insurance, and we may rely on the person(s) you have identified. If an account is opened by a political subdivision, you represent and warrant the criteria to qualify for a political subdivision, as defined by the FDIC, is met.
- b. FDIC Insurance  
Your account qualifies for FDIC Insurance, and we may request additional information, including documents, to ensure that you qualify for the maximum amount of insurance. The FDIC may also request additional information from you, and you agree to provide the FDIC any requested information within the indicated timeframe. In the event the account qualifies for pass-through insurance, you agree to keep the records prescribed by the FDIC to meet those standards.
- c. If you have opened a deposit account on behalf of others, sometimes referred to as the beneficial owner(s) of the funds in the account (for example you are acting as an agent, nominee, guardian, executor, custodian or funds held in some other capacity), those beneficial owners may be eligible for “pass-through” insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership right and capacity). Your account has transactional features as defined in § 370.2(j) of the FDIC’s Rules and Regulations at <https://www.fdic.gov/regulations/laws/rules/2000-9200.html#fdic2000part370.2>. Accordingly, you as the account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC’s requirements as specified below.

The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event we fail. In addition, the FDIC published an Addendum to the guide, section VIII, which is a good resource to understand the FDIC’s alternative recordkeeping requirements for pass-through insurance. The Addendum sets forth the expectations of the FDIC to

demonstrate eligibility for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you should keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon our failure. You must be able to provide this information within 24 hours after the appointment of the FDIC as receiver in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. That information can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html>. You have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made, and if you would like to do so, please contact us.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of our failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of that event. As soon as the FDIC is appointed, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination; that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which could delay when the beneficial owners would receive funds. Notwithstanding other provisions in this Agreement, this section survives after the FDIC is appointed as our receiver, and the FDIC is considered a third party beneficiary of this section.

## 21. ARBITRATION

THIS ARBITRATION PROVISION CONTAINS IMPORTANT INFORMATION ABOUT CERTAIN DEPOSIT ACCOUNTS WITH US. IT PROVIDES THAT EITHER YOU OR WE CAN START A BINDING ARBITRATION PROCEEDING TO RESOLVE ANY CLAIMS (AS DEFINED BELOW). ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE CLAIM IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING. IF YOU REJECT ARBITRATION AS PROVIDED BELOW, OR THE DISPUTE IS NOT ARBITRATED, THIS ARBITRATION PROVISION ALSO CONTAINS A JURY TRIAL WAIVER WHICH ELIMINATES YOUR RIGHT TO A TRIAL BY JURY IN COURT.

This Arbitration Provision describes when and how a Claim (as defined below) with respect to a Deposit Account may be arbitrated. For the purposes of this Arbitration Provision, the term "Deposit Account" means any deposit account or safe deposit box at The Huntington National Bank with the exception of (i) interest on lawyers trust accounts ("IOLTA accounts"); (ii) accounts holding public funds such as Public Fund Economy Checking and Public Funds Premier accounts; (iii) Commercial

Interest Checking accounts; (iv) Commercial Analyzed Checking accounts; and (v) Commercial Hybrid Checking accounts. The terms "you" and "your" mean each Deposit Account owner and any other person having any legal or beneficial interest in any Deposit Account or any authority to access any Deposit Account or Deposit Account information or conduct transactions with respect to any Deposit Account. The terms "we," "us," and "our" mean (i) The Huntington National Bank, its parent companies, wholly or majority-owned subsidiaries, affiliates, successors, assigns and any of their employees, officers and directors and (ii) any third party providing any services in connection with a deposit account if such third party is named as a party by you in any lawsuit between you and us. By opening a Deposit Account with us or accepting or using any deposit account services, you agree to all of the terms of this Arbitration Provision.

**YOUR RIGHT TO REJECT:** If you don't want arbitration to apply with respect to a particular Deposit Account, you may reject it by sending us a written Arbitration Rejection Notice ("Notice") which (a) states that you want to reject arbitration; (b) states your name and address; (c) provides the account number(s) for the Deposit Account(s) for which you are rejecting arbitration; and (d) you sign. For accounts with joint ownership, either of you may send a Notice. The Notice must be sent by certified mail, return receipt requested, to The Huntington National Bank, Deposit Account Arbitration, Attention: Customer Service, P.O. Box 1558, Columbus, Ohio 43216. Upon receipt of the Notice, we will credit one of your Deposit Account(s) for the standard cost of mailing a certified letter. These are the only procedures you can use to reject arbitration. An Arbitration Rejection Notice is only effective (i) for the Deposit Account(s) identified in the Notice and (ii) if we receive the Notice within thirty (30) calendar days after the date we first provide you with this Arbitration Provision for the Deposit Account(s) that are the subject of the Notice. Your rejection of arbitration will not affect your ability to obtain any account, product or service from us. Rejection of arbitration applies only to the Deposit Account(s) identified in the Notice. Rejection of arbitration does not affect the jury trial waiver contained in this Arbitration Provision, and the jury trial waiver will still apply if you reject arbitration.

### a. What Claims are Covered

Except as otherwise limited by this Arbitration Provision, "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to a Deposit Account. It includes any claim, dispute or controversy concerning any fees or charges relating to any Deposit Account and any services relating to any Deposit Account, including but not limited to safe deposit box services, wire transfer services, treasury management services, online or telephone banking services, text or mobile banking services, automated teller machine services, and debit card services. It includes not only any claim, dispute or controversy directly between you and us, but also any such matter with respect to anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, trustee, guardian or any other representative or agent. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims, and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity (including any claim for injunctive or declaratory relief).

**b. What Claims are not Covered**

A “Claim” does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including, without limitation, the Class Action and Consolidation Waiver (see below) and/or this sentence; all such disputes are for a court and not an arbitrator to decide. We will not choose to arbitrate an individual Claim that you bring against us in small claims court or your state’s equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration.

Furthermore, nothing in this Arbitration Provision limits or constrains any (i) right to self-help remedies, such as the right of set-off or the right to restrain funds in a Deposit Account, (ii) individual judicial action by a party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind, (iii) right or obligation to interplead funds in the event of a dispute, (iv) right to exercise any security interest or lien in property, (v) obligation to comply with legal process, or (vi) right to obtain provisional remedies with respect to funds or property, such as injunctive relief, seizure, attachment or garnishment by a court having appropriate jurisdiction.

**c. How Arbitration is Started**

Either you or we may start the arbitration of any Claim. Arbitration is started by giving written notice to the other party of the intent to start the arbitration. Except as otherwise provided by the Federal Arbitration Act, this notice may be given before or after a lawsuit has been started over the Claim or with respect to other Claims brought later in the lawsuit. If you start the arbitration, you must notify us at the following address:

The Huntington National Bank  
Deposit Account Arbitration  
Attention: Customer Service  
P.O. Box 1558, Columbus, Ohio 43216

If we start the arbitration, we will notify you in writing at your last known address we have on file. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration administrator.

**d. Choosing the Administrator**

The party starting the arbitration proceeding must choose either the American Arbitration Association, [www.adr.org](http://www.adr.org), (800) 778-7879 or JAMS, [www.jamsadr.com](http://www.jamsadr.com), (800) 352-5267 as the administrator. However, if you are the party starting the arbitration proceeding, you may, subject to our agreement, choose a different arbitration agency or arbitrator that qualifies with the requirements of this Arbitration Provision to act as administrator. In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience. However, no arbitration may be administered by an arbitration agency or arbitrator that will not follow, or has any policies or procedures materially inconsistent with, the terms of this Arbitration Provision. If, for any reason, the chosen arbitration agency or arbitrator is unable or unwilling or ceases to serve as the administrator, or does not qualify or ceases

to qualify as an administrator under the terms of this Arbitration Provision, the parties shall, within 20 days after learning of such inability, unwillingness, cessation or disqualification, agree on another arbitration agency or arbitrator that does qualify under the terms of this Arbitration Provision. In the absence of such agreement, either party may apply to a court of competent jurisdiction for the court to appoint an arbitrator or arbitration agency; provided, however, that such arbitrator or arbitration agency must conduct the arbitration in accordance with this Arbitration Provision.

**e. Court and Jury Trials Prohibited and other Limitations on Legal Rights**

If arbitration is started with respect to a Claim, or if a court compels a Claim to be arbitrated under this Arbitration Provision, all of the following apply:

- i. There will be no right to try that Claim in court.
- ii. There will be no jury trial on that Claim.
- iii. There will be no discovery, except as allowed by the arbitration rules of the administrator or this Arbitration Provision.
- iv. We and you are prohibited from participating in a class action or class-wide arbitration with respect to that Claim (the “Class Action and Consolidation Waiver”). This means that neither we nor you can be a representative or member of any class of claimants or act as a private attorney general or in any other representative capacity in court or in arbitration with respect to that Claim. This also means that the arbitrator has no power or authority to conduct any class-wide arbitration. In addition, this means that claims brought by or against one or more of you may not be joined or consolidated in the arbitration with Claims brought by or against any other depositor or person connected with a different Deposit Account (unless such persons are joint accountholders or beneficiaries on your Deposit Account and/or other Deposit Accounts held by you).
- v. Except as allowed by this Arbitration Provision and the Federal Arbitration Act, the arbitrator’s decision will be final and binding.
- vi. Other rights that you or we would have in court may also not be available in arbitration.

**f. Effect of Class Action and Consolidation Waiver**

If the Class Action and Consolidation Waiver is invalidated or not enforced in a court proceeding, then this entire Arbitration Provision (except for this sentence and the Jury Trial Waiver) shall be null and void. Nothing in this paragraph shall affect the right of any party to appeal any invalidation or non-enforcement of the Class Action and Consolidation Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. The Class Action and Consolidation Waiver does not apply to any lawsuit or administrative proceeding filed against us in court by a state or federal government agency even when such agency is seeking relief on behalf of a class of consumers including you. This means that we will not have the right to compel arbitration of any claim brought in court by such an agency.

**g. Location of Arbitration**

Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

#### **h. Cost of Arbitration**

Each administrator charges fees to administer an arbitration proceeding. This may include fees not charged by a court. At your written request, we will pay all filing, hearing and/or other fees charged to you by the administrator or arbitrator in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim in state or federal court (whichever is less) in the judicial district in which you reside. If you have already paid a filing fee for asserting the Claim in court, you will not be required to pay that amount again. In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator or arbitrator. We will pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Provision to be enforced. Notwithstanding any provision in the deposit agreement or any other applicable agreement or any right we may have under applicable law, (i) we will pay your reasonable attorneys', experts', and witnesses' fees with respect to any Claim in the arbitration on which you prevail, whether you or we start the arbitration, or as required by applicable law, but otherwise those fees will be your obligation, and (ii) we will not ask you to pay or reimburse us for any of our attorneys', experts', and witnesses' fees in connection with the arbitration, regardless of which party prevails in the arbitration.

#### **i. Governing Law**

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations and claims of privilege recognized at law. In addition to the Federal Arbitration Act, this Arbitration Provision is governed by other federal laws of the United States of America. To the extent federal law does not apply, the law of the state governing your Deposit Account applies. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

#### **j. Right to Discovery**

In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

- k. Arbitration Result and Right of Appeal Judgment** upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act. However, if the amount of the Claim exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the administrator, which shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken.

Subject to applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal. However, we will consider any good faith, reasonable request for us to pay all or any part of those fees if you are the appealing party.

#### **l. Notice and Cure; Special Payment**

Prior to initiating a Claim, you may send us a written Dispute Claim Notice. In order for a Dispute Claim Notice to be valid and effective, it must: (a) state your name, address, and the account number for the deposit account(s) with us that is (are) the subject of your claim; (b) be signed by you; (c) describe the basis of your Claim and the amount you would accept to resolve the Claim; (d) state that you are exercising your rights under the "Notice and Cure" paragraph of the Arbitration Provision; and (e) be sent to us by certified mail, return receipt requested, at The Huntington National Bank, Deposit Account Arbitration, Attention: Customer Service, P.O. Box 1558, Columbus, Ohio 43216. This is the sole and only method by which you can submit a Dispute Claim Notice. Upon receipt of a Dispute Claim Notice, we will credit one of your Deposit Accounts for the standard cost of a certified letter. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) you submit a Dispute Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled as provided by this Arbitration Provision). We encourage you to address all Claims you have in a single Deposit Dispute Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

#### **m. Rules of Interpretation**

This Arbitration Provision shall survive (i) the termination or closing of the Deposit Account or related services, (ii) any changes to the Deposit Account or related services, (iii) any legal proceeding, (iv) any use of the right of set-off or any other self-help remedy or other remedy or action, (v) any transfer or assignment of the deposit account, and (vi) any bankruptcy of any party (to the extent consistent with applicable bankruptcy law). Subject to paragraph 6, if any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, provided that such remaining portions are not then materially inconsistent with the terms of this Arbitration Provision prior to such determination of invalidity or unenforceability. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules, this Arbitration Provision shall govern.

#### n. **Jury Trial Waiver**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IF A DISPUTE IS RESOLVED IN COURT RATHER THAN ARBITRATION, YOU AND WE HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON OR ARISING OUT OF ANY CLAIM, DISPUTE OR CONTROVERSY RELATING TO ANY OF YOUR DEPOSIT ACCOUNTS OR OTHER SERVICES COVERED BY THIS ARBITRATION PROVISION.

## II. Certificate of Deposit Account Agreement and Disclosure of Account Terms and Rules and Regulations

“You” and “your” mean the owner(s) of the account. “We” “us” and “our” mean The Huntington National Bank.

This Certificate of Deposit Account Agreement and Disclosure of Account Terms and Rules and Regulations (the “Rules and Regulations”) applies to the certificate of deposit account you are opening with us. If we are providing you with these Rules and Regulations for an existing account, these Rules and Regulations replace any prior rules and regulations or account agreement for that existing account. If we are providing these Rules and Regulations only in response to a request for information about certificate of deposit accounts, then we are not opening an account for you.

At account opening you will receive a Certificate of Deposit showing the amount you are depositing and certain other terms of your account. A certificate of deposit account generally is an account where you agree to deposit a certain amount of funds for a stated period of time. This account is NON-NEGOTIABLE AND NON-TRANSFERABLE.

These Rules and Regulations, the Certificate of Deposit provided at account opening, any signature card for your account, and any other documents for your account (but not including marketing materials) are collectively referred to as the “Account Documents.” You agree to all of the provisions contained in the Account Documents and all of our procedures which govern certificate of deposit accounts.

The Certificate of Deposit will show whether your account is a “fixed-rate account,” a “stepped-rate account,” or a “variable-rate account.” A variable-rate account is referred to below in these Rules and Regulations as a “linked account.”

### **RENEWAL AND MATURITY DATE**

The Certificate of Deposit for your account will indicate whether your account is automatically renewable or non-renewable. It will also contain the original maturity date.

The following accounts are not automatically renewable:

- Accounts for public funds.
- Accounts with an opening balance of \$100,000 or more with a term to maturity of less than 30 days.

All other accounts are automatically renewable unless we specifically agree with you to make your account not automatically renewable.

If your account is automatically renewable, you have a grace period of 10 days after the maturity date to withdraw the funds without being charged a penalty (see “WITHDRAWALS OF PRINCIPAL”). Your account will be renewed without any further action on your part on the original and any subsequent maturity date for any balance not withdrawn within the grace period. In that case, except as otherwise provided in these Rules and Regulations or for any changes made in accordance with these Rules and Regulations, the terms and provisions governing your account during any renewal term will be the same as for the immediately prior term. Stepped-rate accounts and linked accounts renew at the end of the original term, and for any subsequent renewal term, into a fixed-rate account.

If your account is non-renewable, it will mature on the maturity date shown on the Certificate of Deposit.

See “WHEN INTEREST IS EARNED AFTER MATURITY ON AMOUNTS WITHDRAWN” for provisions describing interest after maturity on amounts withdrawn.

### **BONUSES**

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

### **MINIMUM BALANCE TO OPEN YOUR ACCOUNT**

The minimum deposit required to open your account is set forth on the Certificate of Deposit (new accounts) or a current rate sheet (information requests only).

### **ADDITIONAL REQUIREMENTS FOR LINKED ACCOUNTS**

If your account is a linked account, there are two additional requirements in order to open this account.

First, you must designate to us another qualifying deposit account with us to which all interest earned on this account will be paid. We call this other account the “Interest Receivable Account.” Any other personal checking account, money market deposit account or savings account with us qualifies as the Interest Receivable Account as long as the ownership of that account is the same as the ownership of this account. Business accounts do not qualify as an Interest Receivable Account.

Second, the original term of your account must be greater than 1 year.

### **MAKING DEPOSITS**

Subject to the limitations on deposits described in these Rules and Regulations (see “DEPOSIT LIMITATIONS”), you may make deposits to your account in any manner we permit at any time our banking offices or other deposit-taking facilities are available. All deposits are made subject to our verification procedures and the terms and conditions on our deposit slip or depository envelope (if any). 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, indorse the other’s checks or other items for deposit to your account. We may treat any deposit made on a day that is not a business day (such as Saturdays, Sundays, and holidays) as if made on our next business day.

You authorize us to accept checks and other items and entries (“deposited items”) for deposit to your account if they are made payable to, or to the order of, any one or more of you, whether or not they are indorsed by you. You authorize us to supply missing indorsements and you warrant that all indorsements are genuine. We will act as your agent in collecting the money for 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 applicable federal law, we reserve the right to wait until we have actually received the money for deposited items 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 withdraw 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 us 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.

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 us 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 us 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).

### DEPOSIT LIMITATIONS

No deposits other than the opening deposit may be made to automatically renewable accounts, except for additional deposits of at least \$100 made during the grace period within 10 days after any maturity date (but at least 7 days prior to any other maturity date), subject to the following:

- If the balance in the account on the opening date is less than \$100,000, then such additional deposits are only permitted if they do not cause the balance in the account to equal or exceed \$100,000.

- If the balance in the account on the opening date is \$100,000 or more, then such additional deposits are only permitted if they do not cause the balance in the account to equal or exceed \$1,000,000.

We may also limit the manner in which such deposits may be made (for example, we may prohibit additional deposits made by electronic funds transfer). No deposits other than the opening deposit may be made to non renewable accounts. Additional deposits do not change the terms of your account (other than the amount on deposit).

### WITHDRAWALS IN GENERAL

Subject to the terms of these Rules and Regulations, any withdrawal(s) may be made in person or in any manner we permit. Any withdrawal(s) will be subject to any required tax withholding. Withdrawals of principal are covered under the “WITHDRAWALS OF PRINCIPAL” section of these Rules and Regulations.

Withdrawals of interest are covered under the last paragraph of the “RATE INFORMATION” section of these Rules and Regulations.

### WITHDRAWALS OF PRINCIPAL

By depositing funds in your account, you agree to keep your funds on deposit for a stated length of time. In accordance with these Rules and Regulations, you may make withdrawal(s) of principal from your account as follows:

- If this is an automatically renewable account, you may withdraw principal on any maturity date or within the grace period of 10 days after any maturity date, but only with respect to funds that were on deposit for at least 6 days prior to that maturity date.
- If this is a non-renewable account, you may withdraw principal at any time on or after the maturity date, but only when such funds have been on deposit for at least 6 days prior to the date withdrawn.

There is no early withdrawal penalty for any withdrawal(s) of principal that you make as set forth above.

Except as provided above, you are not permitted to make any withdrawal(s) of principal unless we, in our sole discretion, allow the withdrawal(s). If we, in our sole discretion, allow you to make withdrawal(s) of principal at other times, your account will be subject to an early withdrawal penalty as set forth under “EARLY WITHDRAWAL PENALTY.”

We may limit or prohibit partial withdrawals of principal and require any withdrawal of principal to be a withdrawal of the entire amount of principal in the account.

### EARLY WITHDRAWAL PENALTY

If your account is a fixed-rate account or a linked account, the amount of the penalty for early withdrawal of principal from your account during the original or any renewal term of this account is calculated as a percentage of principal withdrawn based on the remaining term of the account, as shown in the table below. Also, if your account is a stepped-rate account, the amount of the penalty for early withdrawal of principal from your account during any renewal term is calculated in the same manner.



For original and renewal terms of fixed-rate accounts and linked accounts; renewal term for stepped-rate accounts.

REMAINING TERM IN MONTHS	PENALTY PERCENT OF PRINCIPAL WITHDRAWN
0-12	1%
13-24	2%
25+	3%

If your account is a stepped-rate account, the amount of the penalty for early withdrawal of principal from your account during the original term of this account is calculated at the average simple (non-compounded) interest rate for the applicable penalty period shown in the table below on the amount of principal withdrawn. The “average simple (non-compounded) interest rate” is determined by averaging the monthly interest rates in effect during the term of this account through the date of withdrawal, with each partial month treated as a full month.

For original term of stepped-rate accounts

TERM OF ACCOUNT	INTEREST PENALTY PERIOD
24 months, withdrawal in the first 12 months	3 months
24 months, withdrawal after the first 12 months	None
48 months, withdrawal in the first 24 months	12 months
48 months, withdrawal after the first 24 months	None

Furthermore, the minimum early withdrawal penalty is 7 days’ simple (non-compounded) interest on the amount of principal withdrawn (i) within the first 6 days after deposit or (ii) within 6 days after each partial withdrawal. Other than the early withdrawal penalty set forth in the preceding sentence, there is no early withdrawal penalty for accounts opened and held by Chapter 7 bankruptcy estates.

The number of days or months used to calculate the early withdrawal penalty is applicable even if the funds have not been on deposit in the account for that number of days or months. If the amount of interest earned or accrued on the account or otherwise available is less than the early withdrawal penalty amount, the balance of the early withdrawal penalty will come from principal in the account. If that occurs, the early withdrawal penalty will result in a reduction in the principal sum of your account.

We may in our sole discretion waive the early withdrawal penalty for a withdrawal of the entire balance of principal after any one of you dies or is determined to be legally incompetent by a court or other administrative body of competent jurisdiction. The early withdrawal penalty will also apply any time(s) we withdraw principal from your account as a result of exercise of our right of set-off or pursuant to any legal process, such as a garnishment, levy, or court order, or the provisions of any security agreement, or because of a returned deposited item, or because we close your account.

The amount paid to you for an early withdrawal will be: (i) the amount of principal withdrawn early, plus (ii) the amount of any accrued or paid interest also withdrawn at that

time, minus (iii) the amount of the applicable early withdrawal penalty. However, in the case of a partial early withdrawal, we may deduct any applicable early withdrawal penalty from the amount withdrawn or from the balance remaining in the account or partly from either.

### ACCOUNT BALANCE

The Certificate of Deposit indicates the amount of your initial deposit. This amount does not necessarily represent the balance in your account at all times. The balance in your account will be rebuttably presumed to be the amount shown on our electronic data processing system.

### RATE INFORMATION

If your account is a fixed-rate account, the interest rate and annual percentage yield for the original term is shown on the Certificate of Deposit. The interest rate for the original term will be in effect until the maturity date for the original term. We will determine the interest rate applicable for any renewal term as of the maturity date for the prior term.

If your account is a stepped rate account, the applicable interest rate and the period of time for which each applicable interest rate will be paid during the original term, and the annual percentage yield, are shown on the Certificate of Deposit. The interest rate applicable to any renewal term is a single fixed rate that we will determine as of the maturity date for the prior term.

If your account is a linked account, the beginning interest rate and annual percentage yield for the original term is shown on the Certificate of Deposit under the heading “Variable-Rate Account.” If the Interest Receivable Account is closed during the original term of your account and you do not at that time designate to us another qualifying account with us as the Interest Receivable Account, the “Alternate Interest Rate” and related annual percentage yield shown on the Certificate of Deposit will apply for the remainder of the original term. We will determine the interest rate applicable for any renewal term as of the maturity date for the prior term, and that rate will be a single fixed rate throughout that renewal term and there will no longer be any requirement to maintain the Interest Receivable Account in order to obtain that interest rate.

The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal of interest before maturity will reduce earnings. Any applicable early withdrawal penalty will affect the amount of interest that would otherwise be earned.

Interest is computed on your account using the daily periodic rate and the applicable compounding method.

We compute interest for your account at one of the following daily periodic rates as shown on the Certificate of Deposit:

- 1/365th (1/366th in a leap year) of the annual interest rate for each day for fixed-rate accounts, stepped-rate accounts and linked accounts.
- 1/360th of the annual interest rate for each day for public funds regardless of type of account.

Our rules for compounding interest for your account are one of the following methods as shown on the Certificate of Deposit:

- Interest will be compounded daily for fixed-rate accounts and stepped-rate accounts.

- There is no compounding of interest during the original term if your account is a linked account. For any renewal term of a linked account, interest will be compounded daily.
- For public funds, we pay simple interest with no compounding for accounts having a term of one year or less. Interest will be compounded annually for public funds if the account has a term greater than one year.

Interest on your account will be paid as set forth on the Certificate of Deposit. Unless we restrict interest payment options based on the amount on deposit or for another reason, you have the option to have interest paid monthly, quarterly, semi-annually, annually, or at maturity, but not less frequently than annually. However, for a public funds account having a maturity term of 1 year or less, the only option is to have interest paid at maturity, and for a public funds account having a maturity term of greater than 1 year, the only option is to have interest paid annually and at maturity.

Interest may be withdrawn after it has been paid to your account. If your account is a linked account, the frequency and manner of payment of interest is as described under “PAYMENT OF INTEREST FOR LINKED ACCOUNTS.”

### **PAYMENT OF INTEREST FOR LINKED ACCOUNTS**

The terms of this section apply if your account is a linked account.

During the original term of your account, all interest must be withdrawn from the account when it is payable and it must be paid to the Interest Receivable Account. If you no longer have an Interest Receivable Account, we will send you a check for the interest when it is payable. For any renewal term, you may elect to continue to have interest withdrawn when it is payable, or you may choose to have the interest remain in the account, but you must tell us if you want to make a change.

You have the option to have interest paid monthly, quarterly, semi-annually or annually. The frequency you elect will be shown on the Certificate of Deposit.

### **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 (including any interest added to principal for the purpose of any compounding applicable to your account) to determine the interest earned for that day.

### **WHEN INTEREST BEGINS TO ACCRUE**

Interest begins to accrue on cash and non-cash deposits on the day you deposit funds, except if the deposit is made on any day that is not a business day (such as Saturdays, Sundays, and holidays) interest begins to accrue on our next business day.

### **WHEN INTEREST IS EARNED AFTER MATURITY ON AMOUNTS WITHDRAWN**

If this is an automatically renewable account, interest is paid for the days on or after any maturity date on amounts withdrawn within the grace period of 10 days after that maturity date at the lower of (i) the interest rate applicable to the prior term that ended on that maturity date or (ii) the interest rate applicable to the renewal term which began on that maturity date.

If this is a non-renewable account, no interest will be paid for any days on or after the maturity date.

### **OUR LIABILITY**

Except as otherwise provided for electronic fund transfers 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.

### **WHERE YOUR ACCOUNT IS MAINTAINED**

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

### **ACCOUNT OWNERSHIP**

The ownership of your account and the manner in which your account is held are established by the signature card or, if we no longer use a signature card, such other document or record that we use to identify ownership (referred to in these Rules and Regulations as the “signature card”). If the signature card for your account is lost or unavailable or ownership cannot be determined from the signature card, we will use other evidence available in our records, as we determine, to identify ownership and the manner in which your account is held.

### **JOINT ACCOUNTS**

Two or more individuals may open a joint account. Except as otherwise limited by these Rules and Regulations, we may allow any of you to:

- Deposit to your account.
- Pledge the entire account or any portion of it to secure any of the obligations of any of you. Withdraw from or conduct business on your account for all or any part of the balance.
- Transfer ownership of your account. Authorize someone else to conduct business on your account.
- Close your account.

We do not have to consider the source of funds in your account when we allow you to do any of these things. You agree that any withdrawal by any of you is presumed to be for the benefit of each of you. You also agree that, when permitted by law or by the terms of the item, each of you may indorse the other’s checks or other items for deposit.

If we believe there is a dispute between joint account owners or if we receive inconsistent instructions from joint account owners, we may suspend or close the account, require a court order to act, and/or require that all joint account owners agree in writing to any transactions concerning the account. If one or more of the joint owners becomes a ward of a guardianship, conservatorship or similar proceeding, we may require all remaining

joint owners and the guardian/conservator to divide the money in the account and open a separate account for the ward.

### **JOINT ACCOUNT SURVIVORSHIP RIGHTS**

If your account is in two or more names, each of you agrees that it is a joint account with right of survivorship. If one of you dies, the balance in the account may be paid to the survivor. If there is more than one survivor, the balance in the account may be paid to any of them. The survivors will still have rights of survivorship. We may make any payment referred to in this paragraph regardless of the source of the funds in your account.

### **LIABILITY OF JOINT ACCOUNT OWNERS**

Any money deposited in a joint account by any of you is subject to being garnished or levied upon by the creditors of any of you, and is subject to our right of set-off, regardless of who owned the money, or the manner in which such money was owned, prior to being deposited to your account. This is true even if the one of you owing us or the other creditor money is different than the one of you who deposited the money. This is also true even if the one of you owing us or the other creditor money was made a joint owner only for signing, convenience, or other purpose.

### **FORMAL TRUST ACCOUNTS**

A formal trust account is an account held by one or more trustees for the benefit of one or more beneficiaries under a written trust agreement separate from your account. Upon our request, the trustee(s) must provide us with a complete copy of any trust agreement affecting your account, or, at our discretion, such other document or certification that applicable law permits us to rely on as a summary or description of the trust. We act only as a custodian of the trust funds on deposit in your account. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening your account, in their individual capacity and jointly and severally, agree to indemnify us and hold us harmless from and against any and all loss, costs, damage or liability (including but not limited to reasonable attorneys' fees) we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with your account.

### **INFORMAL TRUST ACCOUNTS**

We may allow your account to be held as an informal trust account. An informal trust account (also known as a "Totten Trust") is an account owned by a trustee and shown as a trust account on our records, but without a written trust agreement separate from your account. The beneficiaries of an informal trust account have no right to any funds in the account during the lifetime of the trustee. The trustee is the owner of the account and may withdraw money from the account and may, by written direction to us, change the beneficiary under the account. Upon the death of the trustee, the account is then owned by the named beneficiary or beneficiaries in our records. If there is no surviving beneficiary, applicable state law will determine ownership of the funds in the account. If the account is held by more than one trustee, the trustees are subject to the provisions of these Rules and Regulations applicable to joint account ownership.

### **ACCOUNTS PAYABLE ON DEATH**

We may allow your account to be made payable on death ("POD"), if all of the account owners are natural persons and all of such persons sign the POD agreement on the

signature card for this account. Any change of designated payees in the POD agreement must be signed by all account owners and delivered to us on a special form we will give you. While any of the account owners are living, no designated payee has any rights with respect to your account. If any of the account owners pledge the account to secure any obligations, that pledge shall take precedence over the interest of any designated payee.

### **ACCOUNTS FOR MINORS**

We may allow you to establish the account as a custodian for a minor beneficiary under the Uniform Transfer to Minors Act or the Uniform Gifts to Minors Act or similar law applicable in the state where your account is maintained (the "Minors Act"). If so, your rights and duties are governed by the Minors Act. You are not permitted to pledge the account as collateral for any loan to you. Deposits in the account are held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the account, in his or her individual capacity, agrees to indemnify us and hold us harmless from and against any and all loss, costs, damage or liability (including but not limited to reasonable attorneys' fees) we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the account.

### **POWER OF ATTORNEY**

If you sign a power of attorney appointing an attorney or agent to conduct business for your account, you must do so on a form acceptable to us. Subject to applicable law, we reserve the right to refuse to honor any power of attorney presented to us, as well as to refuse to recognize a successor attorney-in-fact at any time, whether or not the successor attorney-in-fact is specifically identified in the power of attorney. In addition, we reserve the right to refuse to follow the instructions of an attorney-in-fact. The person you appoint will be subject to all of the provisions of the Account Documents. If you have a joint account, we may require each of you to consent to the appointment. Any person appointed as an attorney-in-fact, whether or not designated as an authorized signer on the signature card for this account, is not an owner of this account. We may honor a power of attorney until we receive written notice from you that you have revoked the power of attorney.

### **GARNISHMENT AND OTHER LEGAL PROCESS**

We may use the money in your account to satisfy any garnishment, attachment, levy or similar legal process against any one or more of you, regardless of the source of the funds in your account. You agree to pay any fees and charges we assess in connection with garnishments, attachments, levies, support orders, court orders or other legal process involving your account. If you believe you have an applicable exemption from any garnishment, attachment, levy or similar legal process, you agree to notify us and the party claiming the funds from your account about any such exemption.

### **NON-PERSONAL ACCOUNTS**

If the account owner is not a natural person, the persons identified on our resolution form for the appropriate business entity are the persons entitled.

### **VERIFICATION OF AUTHORITY**

We reserve the right, at the time of account opening and at all times thereafter, to require such documents and authorizations as we may deem necessary or appropriate

to verify that the person(s) opening the account, requesting or directing withdrawal of funds or the performance of other transactions or otherwise taking action with respect to the account has the authority to do any of the foregoing.

### **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 your account or for any other matters with respect to your 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 your account to sign items, to withdraw funds or otherwise to authorize transactions or other matters with respect to your 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 your account. We have no duty to monitor your account for compliance with any special requirements.

We have no liability for not complying with any special requirements.

### **UNCLAIMED FUNDS**

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:

- make a deposit or withdrawal; or
- inquire about or take any other action in connection with your account.

### **TRANSFERRING OWNERSHIP**

Your account cannot be transferred or assigned without our consent. If we consent, you must provide us with all information we request and sign any forms we give you or that we approve. If there are two or more of you, we may require all of you to sign. We must approve any pledge of, or control agreement with respect to, this account and any pledge or control agreement remains subject to any rights we have under these Rules and Regulations and applicable law, including but not limited to our right of set-off. We may require the account to be closed and a new account to be opened in the name of the transferee or pledgee.

### **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 applicable law, we may use the money in your account to pay the debt, regardless of the source of the funds in your account. This is our right of set-off. You agree to indemnify us and hold us harmless from any claim arising as a result of our exercise of our right of set-off.

### **ADVERSE CLAIMS**

Upon receipt of oral or written notice from any person or entity of a claim regarding your account, we may place a hold on your account and shall be relieved of any and all liability for failure or refusal to honor any withdrawal instruction.

### **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 email 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.

### **DISCLOSURE OF INFORMATION TO OTHERS**

We may disclose information about your account with us as follows:

- To consumer reporting agencies.
- In connection with audits or any sale or transfer of your account or a Huntington company or division. For fraud, security or risk control.
- To help complete a transaction you initiate, including information requested to verify the existence or condition of your account.
- To resolve disputes or inquiries you may have about your account.
- With your consent or at your direction, which may be oral, in writing, by telephone, electronic or other means we recognize.
- When disclosure is required by law, such as pursuant to court order, subpoena, legal process or government agency examination or investigation, or to protect or enforce our rights.
- To companies that perform services for us in connection with your account, such as data processing and software companies and collection agencies.
- As otherwise necessary to service your account, or as permitted or required by law.
- In response to a request from any Huntington company.

See our separate “Customer Information Privacy Notice” for more information about how we use customer information and your choices.

### **RECORDING**

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

### **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 the Account Documents are cumulative and not exclusive and may be exercised concurrently or successively.

### **CLOSING YOUR ACCOUNT**

We may close your account at any time without notice to you if we are required to do so by law or by any governmental agency, or if we determine that your account should be closed as a result of your failure to provide information we request or for security or other risk management reasons.

### **CHANGE IN TERMS**

If your account is automatically renewable, we may change the terms of your account for the renewal term at the time of renewal. You may contact us on or after the maturity

date to learn the applicable interest rate and annual percentage yield (APY) for the renewal term.

You may also inquire about interest rates and APYs that we may be offering for other certificate of deposit accounts. If you are interested in a different maturity term or interest rate and APY for the renewal term than what your account automatically rolled over to, you may choose from the maturity terms, interest rates and APYs we then currently offer and make available for this purpose to make such a change. However, you may only request such a change if we are able to make the change within the 10-day grace period at the beginning of the renewal term.

If this is a stepped-rate account or a linked account, we do not notify you of any changes in the interest rate that occur in accordance with the terms of the Account Documents.

We will comply with any notice requirements under applicable law for any change. 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.

### GOVERNING LAW

The Account Documents, your account, and the services we provide in connection with your account are governed by federal laws and regulations of the United States of America. To the extent federal laws and regulations are not applicable (and only to that extent), the Account Documents, your account and these services shall be governed by the law of the state where your account is maintained as determined above under “Where Your Account Is Maintained.” Any reference in the Account Documents to “applicable law” or similar phrase shall mean the governing law as established by this section of these Rules and Regulations.

In addition, we are subject to various laws, regulations and rules of government agencies, local clearinghouses, card associations, automated teller machine networks and other similar entities or organizations. You agree to be bound by any actions we take with respect to your account in accordance with such laws, regulations and rules. To the extent there is any inconsistency between the terms of the Account Documents and any applicable law, regulation or rule, the terms of the Account Documents will control to the extent any such law, regulation or rule may be modified by agreement.

If any of the provisions of the Account Documents cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

### Information Updates

You are responsible for keeping any contact information you have provided us up to date, such as your address. If a “Certification of Beneficial Owners” Form was completed to open this account, you agree to notify us if any information in that form has changed and provide us with other documents we request supporting that change.

## III. Business and Commercial Deposit Account Charges Forms

### Business Checking 100

[Effective July 2021]

#### Everyday Transactions

- Monthly Account Service Fee . . . . . None
- Interest Bearing . . . . . No
- Minimum Balance to Open . . . . . \$0.00
- Transaction Charge
  - Up to **100** transactions per month . . . . . No fee
  - Per transaction over 100 . . . . . \$0.50*A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington’s Online Bill Pay service.*
- Branch or ATM Cash Deposits Charge
  - Up to \$5,000 of in branch or ATM cash deposits per month . . . . . No fee
  - Per \$100 of in branch or ATM cash deposits over \$5,000 . . . . . \$0.30

#### Overdraft and Return Fees

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged if we allow transactions to go through even though you don’t have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft Fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.
<b>Extended Overdraft Fee</b>	<b>\$25.00</b>	If your account is overdrawn for five consecutive business days, we will charge you a fee on the next business day (if your account is still overdrawn), and then again on every fifth business day while your account remains overdrawn, up to a maximum of four \$25 fees (or \$100) during that time. There is no fee if your balance is overdrawn by \$50 or less. Counts as being overdrawn when caused by any debit.

## 24-Hour Grace®

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return Fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below) from the previous business day PLUS any other transactions that will post that day. This is because the order in which we process transactions starts with your current day's activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud. 24-Hour Grace may not apply to certain accounts or Treasury Management Services.

Please visit [huntington.com/grace](https://www.huntington.com/grace) for further details about this service.

## Overdraft Protection Transfer Plans

- Deposit to Deposit . . . . . No fee  
*Transfer from a linked savings or money market deposit account*
- Overdraft Line of Credit Annual Fee . . . . . 2%  
*Of the line amount, subject to credit application and approval*
- Credit Card . . . . . None  
*Transfers will be treated as Cash Advances with no grace period and subject to the Cash Advance limits and APR*

## Online Transactions

- Bill Pay . . . . . No fee
- Online Banking . . . . . No fee
- Business Online . . . . . \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . \$15 per month  
*For unlimited sessions*

## Statements

- Online Statement . . . . . No fee
- Mailed Statement . . . . . \$5.00 per month without check images included
- Mailed Image Statement . . . . . \$5.00 per month with check images included
- Custom Timing Statement . . . \$27.00 per statement with customized statement period

**See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."**

## Unlimited Business Checking

[Effective July 2021]

### Everyday Transactions

- Monthly Account Service Fee . . . . . \$20  
*Avoid the fee for any monthly statement period where the total deposit relationship balance is at least **\$10,000**. See "Total Deposit Relationship Balance" section for details.*
- Interest Bearing . . . . . No
- Minimum Balance to Open . . . . . \$0.00
- Transaction Charge . . . . . \$0.00  
*A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington's Online Bill Pay service.*

- Branch or ATM Cash Deposits Charge
  - Up to \$10,000 of in branch or ATM cash deposits per month . . . . . No fee
  - Per \$100 of in branch or ATM cash deposits over \$10,000. . . . . \$0.30

**Overdraft and Return Fees**

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged if we allow transactions to go through even though you don't have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft Fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.
<b>Extended Overdraft Fee</b>	<b>\$25.00</b>	If your account is overdrawn for five consecutive business days, we will charge you a fee on the next business day (if your account is still overdrawn), and then again on every fifth business day while your account remains overdrawn, up to a maximum of four \$25 fees (or \$100) during that time. There is no fee if your balance is overdrawn by \$50 or less. Counts as being overdrawn when caused by any debit.

**24-Hour Grace®**

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return Fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below) from the previous business day PLUS any other transactions that will post that day. This is because the order in which we process transactions starts with your current day's activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud. 24-Hour Grace may not apply to certain accounts or Treasury Management Services.

Please visit [huntington.com/grace](http://huntington.com/grace) for further details about this service.

**Overdraft Protection Transfer Plans**

- Deposit to Deposit . . . . . No fee  
*Transfer from a linked savings or money market deposit account*
- Overdraft Line of Credit Annual Fee. . . . . No fee  
*Subject to credit application and approval*
- Credit Card. . . . . None  
*Transfers will be treated as Cash Advances with no grace period and subject to the Cash Advance limits and APR*

**Online Transactions**

- Bill Pay . . . . . No fee
- Online Banking . . . . . No fee
- Business Online. . . . . \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . No fee  
*For unlimited sessions*

### Total Deposit Relationship Balance

The business can avoid the monthly checking maintenance fee for any statement period on this checking account when the business keeps a total deposit relationship balance of at least \$10,000 in a combination of deposits held directly by us. Eligible deposits are this checking account and any other checking, money market, savings, or certificate of deposit (CD) account(s) owned by the business, but deposits owned by separate legal entities (even those that share EINs or TINs) are not eligible. We figure the total relationship deposit balance each month by adding the average daily balance for all eligible deposit account balances of the business for the applicable statement period.

We calculate the average daily balance by totaling the balances in your account from the end of each day in the applicable statement period and dividing that amount by the number of days in that period. However, for new accounts or closed accounts, we only count the number of days that the account was open during the applicable statement period for purposes of determining the average daily balance.

### Statements

- Online Statement . . . . . No fee
- Mailed Statement . . . . . \$3.00 per month without check images included
- Mailed Image Statement . . . . . \$5.00 per month with check images included
- Custom Timing Statement . . . \$27.00 per statement with customized statement period

*See also “Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts.”*

### Unlimited Plus Business Checking

[Effective July 2021]

### Everyday Transactions

- Monthly Account Service Fee . . . . . \$40  
*Avoid the fee for any monthly statement period where the total deposit relationship balance is at least \$50,000. See “Total Deposit Relationship Balance” section for details.*
- Interest Bearing . . . . . Yes
- Minimum Balance to Open . . . . . \$0.00
- Transaction Charge . . . . . \$0.00  
*A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington’s Online Bill Pay service.*
- Branch or ATM Cash Deposits Charge
  - Up to \$25,000 of in branch or ATM cash deposits per month . . . . . No fee
  - Per \$100 of in branch or ATM cash deposits over \$25,000 . . . . . \$0.30

### Overdraft and Return Fees

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged if we allow transactions to go through even though you don’t have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft Fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.
<b>Extended Overdraft Fee</b>	<b>\$25.00</b>	If your account is overdrawn for five consecutive business days, we will charge you a fee on the next business day (if your account is still overdrawn), and then again on every fifth business day while your account remains overdrawn, up to a maximum of four \$25 fees (or \$100) during that time. There is no fee if your balance is overdrawn by \$50 or less. Counts as being overdrawn when caused by any debit.

### 24-Hour Grace®

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return Fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below) from the previous business day PLUS any other transactions that will post that day.



This is because the order in which we process transactions starts with your current day's activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud.

24-Hour Grace may not apply to certain accounts or Treasury Management Services.

Please visit [huntington.com/grace](http://huntington.com/grace) for further details about this service.

#### Overdraft Protection Transfer Plans

- Deposit to Deposit . . . . . No fee  
*Transfer from a linked savings or money market deposit account*
- Overdraft Line of Credit Annual Fee . . . . . No fee  
*Subject to credit application and approval*
- Credit Card . . . . . None  
*Transfers will be treated as Cash Advances with no grace period and subject to the Cash Advance limits and APR*

#### Online Transactions

- Bill Pay . . . . . No fee
- Online Banking . . . . . No fee
- Business Online . . . . . \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . No fee  
*For unlimited sessions*

#### Total Deposit Relationship Balance

The business can avoid the monthly checking maintenance fee for any statement period on this checking account when the business keeps a total deposit relationship balance of at least \$50,000 in a combination of deposits held directly by us. Eligible deposits are this checking account and any other checking, money market, savings, or certificate of deposit (CD) account(s) owned by the business, but deposits owned by separate legal entities (even those that share EINs or TINs) are not eligible. We figure the total

relationship deposit balance each month by adding the average daily balance for all eligible deposit account balances of the business for the applicable statement period.

We calculate the average daily balance by totaling the balances in your account from the end of each day in the applicable statement period and dividing that amount by the number of days in that period. However, for new accounts or closed accounts, we only count the number of days that the account was open during the applicable statement period for purposes of determining the average daily balance.

#### Statements

- Online Statement . . . . . No fee
- Mailed Statement . . . . . \$3.00 per month without check images included
- Mailed Image Statement . . . . . \$5.00 per month with check images included
- Custom Timing Statement . . . . . \$27.00 per statement with customized statement period

**See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."**

### Huntington Business Analyzed Checking

[Effective July 2021]

#### Everyday Transactions

- Monthly Account Service Fee . . . . . \$20
- Minimum Balance to Open . . . . . \$100
- Paid Check Charge . . . . . \$0.22 each check
- Deposit Ticket Charge . . . . . \$1.00 each deposit ticket
- Check Deposit Charge
  - Each check deposit up to 499 per month, or . . . . . \$0.20
  - Each check deposit between 500-999 per month, or . . . . . \$0.26
  - Each check deposit 1,000+ per month. . . . . \$0.29

**Note:** When an account's monthly number of check deposited items falls within one of these tiers, the price for that tier is applied for all items.
- ACH Charge . . . . . \$0.20  
*For each ACH debit or credit.*
- Branch or ATM Cash Deposits Charge
  - For up to \$10,000 in branch or ATM cash deposits per month . . . . . No fee
  - Per \$100 in branch or ATM cash deposits over \$10,000 . . . . . \$0.25
- Deposit Administration Fee . . . . . Varies  
*Administrative charge based on the account's average ledger balance time a rate divided by the number of days in the calendar year multiplied by the number of days in the billing cycle.*

**Note:** Some account service fees and charges for other services added to the account can be offset by earnings credit allowance based on the average collected balance in the account and the Earnings Credit Rate. Overdraft and Return Fees cannot be offset by earnings credit. Please ask your banker for more information.

## Overdraft and Return Fees

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged per item if we allow transactions to go through even though you don't have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.

**Note:** Accounts where the collected balances are drawn below zero (negative collected) will be charged interest on the negative balance at a **variable rate** established by us for your account based on The Huntington National Bank prime commercial rate. Collected funds are funds for which we have received final payment from the financial institution or entities upon which the checks are drawn.

### 24-Hour Grace®

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return Fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below) from the previous business day PLUS any other transactions that will post that day. This is because the order in which we process transactions starts with your current day's activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take

advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud.

24-Hour Grace may not apply to certain accounts or Treasury Management Services.

Please visit [huntington.com/grace](http://huntington.com/grace) for further details about this service.

### Overdraft Protection Transfer Plans

- Deposit to Deposit . . . . . No fee  
*Transfer from a linked savings or money market deposit account*
- Overdraft Line of Credit Annual Fee. . . . . 2%  
*Of the line amount, subject to credit application and approval*

### Online Transactions

- Bill Pay
  - Up to 20 transactions . . . . . \$7 per month
  - Over 20 transactions . . . . . \$0.55 per transaction
- Online Banking . . . . . No fee
- Business Online. . . . . \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . \$15 per month  
*For unlimited sessions*

### Statements

- Online Statement . . . . . No fee
- Mailed Statement. . . . . \$3.00 per month without check images included
- Mailed Image Statement . . . . . \$5.00 per month with check images included
- Custom Timing Statement. . . . . \$27.00 per statement with customized statement period

**See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."**

**Analyzed Checking / Public Funds Analyzed Checking / Non-Profit Analyzed Checking**

[Effective July 2021]

**Everyday Transactions**

- Monthly Account Service Fee .....\$30  
*Per account*
- Minimum Balance to Open .....\$100
- Paid Check Charge
  - Each check paid ..... \$0.24
- Deposit Charge ..... \$1.25 each deposit
- Check Deposit Charge
  - Each check deposit up to 499 per month, or ..... \$0.20
  - Each check deposit between 500-999 per month, or ..... \$0.26
  - Each check deposit 1,000+ per month. .... \$0.29

**Note:** When an account’s monthly number of check deposited items falls within one of these tiers, the price for that tier is applied for all items.

- ACH Charge ..... \$0.20  
*For each ACH debit or credit.*
- Branch or ATM Cash Deposits Charge ..... \$0.25  
*Per \$100 of in branch or ATM cash deposits.*
- Deposit Administrative Fee ..... Varies  
*Administrative charge based on the account’s average ledger balance times a rate divided by the number of days in the calendar year multiplied by the number of days in the billing cycle.*

**Note:** Does not apply to Non-Profit Hybrid Checking or Public Fund Hybrid Checking.

**Note:** Some account service fees and charges for other services added to the account can be offset by earnings credit allowance based on the average collected balance in the account and the Earnings Credit Rate. Overdraft and Return Fees cannot be offset by earnings credit. Please ask your banker for more information.

**Overdraft and Return Fees**

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged per item if we allow transactions to go through even though you don’t have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft Fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.

**Note:** Accounts where the collected balances are drawn below zero (negative collected) will be charged interest on the negative balance at a **variable rate** established by us for your account based on The Huntington National Bank prime commercial rate. Collected funds are funds for which we have received final payment from the financial institution or entities upon which the checks are drawn.

**24-Hour Grace®**

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return Fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below) from the previous business day PLUS any other transactions that will post that day. This is because the order in which we process transactions starts with your current day’s activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud.

24-Hour Grace may not apply to certain accounts or Treasury Management Services.

Please visit [huntington.com/grace](http://huntington.com/grace) for further details about this service.

### Overdraft Protection Transfer Plans

- Deposit to Deposit . . . . . No fee  
*Transfer from a linked savings or money market deposit account*
- Overdraft Line of Credit Annual Fee . . . . . 2%  
*Of the line amount, subject to credit application and approval*

### Online Transactions

- Bill Pay
  - Up to 20 transactions . . . . . \$7 per month
  - Over 20 transactions . . . . . \$0.55 per transaction
- Online Banking . . . . . No fee
- Business Online . . . . . \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . \$15 per month  
*For unlimited sessions*

### Statements

- Online Statement . . . . . No fee
- Mailed Statement . . . . . \$5.00 per mailed statement per month
- Mailed Image Statements . . . . . \$5.00 per mailed statement with mini-check images per month
- Custom Timing Statement . . . . . \$27.00 per statement with customized statement period

**See also “Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts.”**

## Hybrid Checking / Public Funds Hybrid Checking

[Effective July 2021]

### Everyday Transactions

- Monthly Account Service Fee . . . . . \$30  
*Per account*
- Minimum Balance to Open . . . . . \$100
- Paid Check Charge
  - Each check paid . . . . . \$0.24
- Deposit Charge . . . . . \$1.25 for each deposit
- Check Deposit Charge
  - For each check deposit up to 499 per month . . . . . \$0.20

- For each check deposit between 500-999 per month . . . . . \$0.26
- For each check deposit 1,000+ per month . . . . . \$0.29  
**Note:** *When an account’s monthly number of check deposited items falls within one of these tiers, the price for that tier is applied for all items.*
- ACH charge . . . . . \$0.20  
*For each ACH debit or credit*
- Branch or ATM Cash Deposits Charge . . . . . \$0.25  
*Per \$100 of in branch or ATM cash deposits.*
- Deposit Administrative Fee . . . . . Varies  
*Administrative charge based on the account’s average ledger balance times a rate divided by the number of days in the calendar year multiplied by the number of days in the billing cycle.*

**Note:** *Does not apply to Non-Profit Hybrid Checking or Public Fund Hybrid Checking.*

**Note:** *Some account service fees are automatically offset by credit earned for collected balances. If balances in account exceed what is needed to offset service charges, interest is earned on those excess balances. Overdraft and Return Fees cannot be offset by earnings credit. Please see section “Additional Terms Applicable Only to the Hybrid Checking Accounts” in the Rules and Regulations for Business Accounts for details or ask your banker for more information.*

### Overdraft and Return Fees

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged per item if we allow transactions to go through even though you don’t have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft Fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.

**Note:** *Accounts where the collected balances are drawn below zero (negative collected) will be charged interest on the negative balance at a **variable rate** established by us for your account based on The Huntington National Bank prime commercial rate. Collected funds are funds for which we have received final payment from the financial institution or entities upon which the checks are drawn.*

### 24-Hour Grace®

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any

deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return Fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below) from the previous business day PLUS any other transactions that will post that day. This is because the order in which we process transactions starts with your current day's activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud.

24-Hour Grace may not apply to certain accounts or Treasury Management Services.

Please visit [huntington.com/grace](http://huntington.com/grace) for further details about this service.

#### Overdraft Protection Transfer Plans

- Deposit to Deposit . . . . . No fee  
*Transfer from a linked savings or money market deposit account*
- Overdraft Line of Credit Annual Fee . . . . . 2%  
*Of the line amount, subject to credit application and approval*

#### Online Transactions

- Bill Pay
  - Up to 20 transactions . . . . . \$7 per month
  - Over 20 transactions . . . . . \$0.55 per transaction

- Online Banking . . . . . No fee
- Business Online . . . . . \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . \$15 per month  
*For unlimited sessions.*

#### Statements

- Online Statement . . . . . No fee
- Mailed Statement . . . . . \$5.00 per mailed statement per month
- Mailed Image Statement . . . . . \$5.00 per mailed statement with mini-check images per month
- Custom Timing Statement . . . \$27.00 per statement with customized statement period

**See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."**

### Commercial Interest Checking

[Effective July 2021]

#### Everyday Transactions

- Monthly Account Service Fee . . . . . \$30 per account
- Interest Bearing . . . . . Yes
- Minimum Balance to Open . . . . . \$100
- Paid Check Charge
  - Each check paid . . . . . \$0.24
- Deposit Charge . . . . . \$1.25 each deposit
- Check Deposit Charge
  - Each check deposit up to 499 per month, or . . . . . \$0.20
  - Each check deposit between 500-999 per month, or . . . . . \$0.26
  - Each check deposit 1,000+ per month. . . . . \$0.29

**Note:** *When an account's monthly number of check deposited items falls within one of these tiers, the price for that tier is applied for all items.*

- ACH Charge . . . . . \$0.20  
*For each ACH debit or credit.*
- Branch or ATM Cash Deposits Charge . . . . . \$0.25  
*Per \$100 of in branch or ATM cash deposits*
- Deposit Administrative Fee . . . . . Varies  
*Administrative charge based on the account's average ledger balance times a rate divided by the number of days in the calendar year multiplied by the number of days in the billing cycle.*

**Note:** *Does not apply to Non-Profit Interest Checking or Public Fund Interest Checking.*

## Overdraft and Return Fees

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged per item if we allow transactions to go through even though you don't have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft Fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.

**Note:** Accounts where the collected balances are drawn below zero (negative collected) will be charged interest on the negative balance at a **variable rate** established by us for your account based on The Huntington National Bank prime commercial rate. Collected funds are funds for which we have received final payment from the financial institution or entities upon which the checks are drawn.

### 24-Hour Grace®

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return Fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below) from the previous business day PLUS any other transactions that will post that day. This is because the order in which we process transactions starts with your current day's activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take

advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud. 24-Hour Grace may not apply to certain accounts or Treasury Management Services. Please visit [huntington.com/grace](http://huntington.com/grace) for further details about this service.

### Overdraft Protection Transfer Plans

- Deposit to Deposit . . . . . No fee  
*Transfer from a linked savings or money market deposit account*
- Overdraft Line of Credit Annual Fee. . . . . 2%  
*Of the line amount, subject to credit application and approval*

### Online Transactions

- Bill Pay
  - Up to 20 transactions . . . . . \$7 per month
  - Over 20 transactions . . . . . \$0.55 per transaction
- Online Banking . . . . . No fee
- Business Online. . . . . \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . \$15 per month  
*For unlimited sessions*

### Statements

- Online Statement . . . . . No fee
- Mailed Statement. . . . . \$5.00 per mailed statement per month
- Mailed Image Statement . . . . . \$5.00 per mailed statement with mini-check images per month
- Custom Timing Statement. . . \$27.00 per statement with customized statement period

**See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."**

**Public Funds Interest Checking / Non-Profit Interest Checking**

[Effective July 2021]

**Everyday Transactions**

- Monthly Account Service Fee .....\$15  
*Avoid the fee by maintaining in the account an average collected balance of \$7,500 for the monthly statement period.*
- Minimum Balance to Open .....\$100
- Transaction Charge
  - Up to **100** transactions per month ..... No fee
  - Per transaction over 100 ..... \$0.25

*A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington’s Online Bill Pay service.*

- Branch or ATM Cash Deposits Charge
  - Up to \$20,000 of in branch or ATM cash deposits per month ..... No fee
  - Per \$100 of in branch or ATM cash deposits over \$20,000 ..... \$0.25

**Overdraft and Return Fees**

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged per item if we allow transactions to go through even though you don’t have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft Fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.
<b>Extended Overdraft Fee</b>	<b>\$25.00</b>	If your account is overdrawn for five consecutive business days, we will charge you a fee on the next business day (if your account is still overdrawn), and then again on every fifth business day while your account remains overdrawn, up to a maximum of four \$25 fees (or \$100) during that time. There is no fee if your balance is overdrawn by \$50 or less. Counts as being overdrawn when caused by any debit.

**24-Hour Grace®**

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return Fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below) from the previous business day PLUS any other transactions that will post that day. This is because the order in which we process transactions starts with your current day’s activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud.

24-Hour Grace may not apply to certain accounts or Treasury Management Services.

Please visit [huntington.com/grace](http://huntington.com/grace) for further details about this service.

## Overdraft Protection Transfer Plans

- Deposit to Deposit . . . . . No fee  
*Transfer from a linked savings or money market deposit account*
- Overdraft Line of Credit Annual Fee . . . . . 2%  
*Of the line amount, subject to credit application and approval*

## Online Transactions

- Bill Pay . . . . . No fee
- Online Banking . . . . . No fee
- Business Online . . . . . \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . \$15 per month  
*For unlimited sessions*

## Statements

- Online Statement . . . . . No fee
- Mailed Statement . . . . . \$3.00 per mailed statement per month
- Mailed Image Statement . . . . . \$5.00 per mailed statement with mini-check images per month
- Custom Timing Statement . . . . . \$27.00 per statement with customized statement period

**See also “Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts.”**

## Public Funds Economy Checking

[Effective July 2021]

## Everyday Transactions

- Monthly Account Service Fee . . . . . No fee
- Minimum Balance to Open . . . . . \$100
- Transaction Charge
  - Up to 150 transactions per month . . . . . No fee
  - Per transaction over 150 . . . . . \$0.60  
*A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington’s Online Bill Pay service.*
- Branch or ATM Cash Deposits Charge . . . . . No fee
  - Up to \$5,000 of in branch or ATM cash deposits per month . . . . . No fee
  - Per \$100 of in branch or ATM cash deposits over \$5,000 . . . . . \$0.30

## Overdraft and Return Fees

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged per item if we allow transactions to go through even though you don’t have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft Fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.
<b>Extended Overdraft Fee</b>	<b>\$25.00</b>	If your account is overdrawn for five consecutive business days, we will charge you a fee on the next business day (if your account is still overdrawn), and then again on every fifth business day while your account remains overdrawn, up to a maximum of four \$25 fees (or \$100) during that time. There is no fee if your balance is overdrawn by \$50 or less. Counts as being overdrawn when caused by any debit.

## 24-Hour Grace®

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below) from the previous business day PLUS any other transactions that will post that day.



This is because the order in which we process transactions starts with your current day's activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud. 24-Hour Grace may not apply to certain accounts or Treasury Management Services.

Please visit [huntington.com/grace](http://huntington.com/grace) for further details about this service.

#### Overdraft Protection Transfer Plan

- Deposit to Deposit . . . . . No fee  
*Transfer from a linked savings or money market deposit account*

#### Online Transactions

- Bill Pay . . . . . No fee
- Online Banking . . . . . No fee
- Business Online. . . . . \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . \$15 per month  
*For unlimited sessions*

#### Statements

- Online Statement . . . . . No fee
- Mailed Statements . . . . . \$5.00 per mailed statement per month
- Mailed Image statements . . . . . \$5.00 per mailed statement with mini-check images per month
- Custom Timing Statement. . . . \$27.00 per statement with customized statement period

**See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."**

### Huntington Business Premier Savings Account

[Effective July 2021]

#### Everyday Transactions

- Monthly Account Service Fee . . . . . \$4  
*Avoid the fee by maintaining in the account an average balance of \$300 for the calendar month.*
- Interest Bearing. . . . . Yes
- Minimum Balance to Open . . . . . \$50
- Check Deposit Charge
  - Up to 20 check deposits per month . . . . . No fee
  - Each check deposit over 20 . . . . . \$0.14
- ACH Credit (Deposit)
  - Up to 10 ACH credits per month. . . . . No fee
  - Each ACH credit received over 10. . . . . \$0.20
- Branch or ATM Cash Deposits Charge
  - Up to \$1,000 of in branch or ATM cash deposits per month . . . . . No fee
  - Per \$100 of in branch or ATM cash deposits over \$1,000 . . . . . \$0.30
- Excess Withdrawal Fee. . . . . \$2  
*Fee for each withdrawal or transfer in excess of six (6) per calendar month, excluding ATM transfers, Business Direct transfers, Internet Banking transfers, transfers to installment loans and Deposit to Deposit overdraft Protection.*

#### Overdraft and Return Fees

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged if we allow transactions to go through even though you don't have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft Fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.
<b>Extended Overdraft Fee</b>	<b>\$25.00</b>	If your account is overdrawn for five consecutive business days, we will charge you a fee on the next business day (if your account is still overdrawn), and then again on every fifth business day while your account remains overdrawn, up to a maximum of four \$25 fees (or \$100) during that time. There is no fee if your balance is overdrawn by \$50 or less. Counts as being overdrawn when caused by any debit.

## 24-Hour Grace®

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below) from the previous business day PLUS any other transactions that will post that day. This is because the order in which we process transactions starts with your current day's activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud.

24-Hour Grace may not apply to certain accounts or Treasury Management Services.

Please visit [huntington.com/grace](https://www.huntington.com/grace) for further details about this service.

## Online Transactions

- Online Banking . . . . . No fee
- Business Online . . . . . \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . \$15 per month  
*For unlimited sessions*

**Note:** Deposits of any single check of \$100,000,000 or more incur a **fee for travel and other expenses** necessary to directly present the item to the originating institution.

## Statements

- Online Statement . . . . . No fee
- Mailed Statement . . . . . No fee
- Custom Timing Statement . . . \$27.00 per statement with customized statement period

**See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."**

## Huntington Business Premier Plus MMA

[Effective July 2021]

## Everyday Transactions

- Monthly Account Service Fee . . . . . \$10  
*Avoid the fee by maintaining in the account an average balance of \$10,000 for the calendar month*
- Interest Bearing . . . . . Yes
- Minimum Balance to Open . . . . . \$5,000
- Check Deposit Charge
  - Up to 20 check deposits per month . . . . . No fee
  - Each check deposit over 20 . . . . . \$0.14
- ACH Credit (Deposit)
  - Up to 10 ACH credits per month . . . . . No fee
  - Each ACH credit received over 10 . . . . . \$0.20
- Branch or ATM Cash Deposits Charge
  - Up to \$1,000 of in branch or ATM cash deposits per month . . . . . No fee
  - Per \$100 in branch or ATM cash deposits over \$1,000 . . . . . \$0.30
- Excess Withdrawal Fee . . . . . \$15  
*Fee for each withdrawal or transfer in excess of six (6) per calendar month, excluding ATM transfers, Business Direct transfers, Internet Banking transfers, transfers to installment loans, and Deposit to Deposit overdraft Protection.*

## Overdraft and Return Fees

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged if we allow transactions to go through even though you don't have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft Fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.
<b>Extended Overdraft Fee</b>	<b>\$25.00</b>	If your account is overdrawn for five consecutive business days, we will charge you a fee on the next business day (if your account is still overdrawn), and then again on every fifth business day while your account remains overdrawn, up to a maximum of four \$25 fees (or \$100) during that time. There is no fee if your balance is overdrawn by \$50 or less. Counts as being overdrawn when caused by any debit.

### 24-Hour Grace®

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below)

from the previous business day PLUS any other transactions that will post that day. This is because the order in which we process transactions starts with your current day's activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud. 24-Hour Grace may not apply to certain accounts or Treasury Management Services. Please visit [huntington.com/grace](http://huntington.com/grace) for further details about this service.

### Online Transactions

- Online Banking . . . . . No fee
- Business Online . . . . . \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . \$15 per month  
*For unlimited sessions*

**Note:** Deposits of any single check of \$100,000,000 or more incur a **fee for travel and other expenses** necessary to directly present the item to the originating institution

### Statements

- Online Statement . . . . . No fee
- Mailed Statement . . . . . \$3.00 per month without check images included
- Mailed Image Statement . . . . . \$5.00 per month with check images included
- Custom Timing Statement . . . \$27.00 per statement with customized statement period

**See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."**

**Huntington Business Premier Money Market Account / Public Funds Business Premier Money Market Account**

[Effective July 2021]

**Everyday Transactions**

- Monthly Account Service Fee .....\$10  
*Avoid the fee by maintaining in the account an average collected balance of \$10,000 for the monthly statement.*
- Minimum Balance to Open ..... \$5,000
- Check Deposit Charge
  - Up to 20 check deposits per month ..... No fee
  - Each check deposit over 20 ..... \$0.14
- ACH Credit (Deposit) Charge
  - Up to 10 ACH credits per month ..... No fee
  - Each ACH credit received over 10 ..... \$0.20
- Branch or ATM Cash Deposits Charge
  - Up to \$1,000 of in branch or ATM cash deposits per month ..... No fee
  - Per \$100 of in branch or ATM cash deposits over \$1,000 ..... \$0.30
- Excess Withdrawal Fee. ....\$15  
*Fee for each withdrawal or transfer in excess of six (6) per calendar month, excluding ATM transfers, Business Direct transfers, Internet Banking transfers, transfers to installment loans and Deposit to Deposit overdraft Protection.*

**Overdraft and Return Fees**

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged if we allow transactions to go through even though you don't have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft Fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.
<b>Extended Overdraft Fee</b>	<b>\$25.00</b>	If your account is overdrawn for five consecutive business days, we will charge you a fee on the next business day (if your account is still overdrawn), and then again on every fifth business day while your account remains overdrawn, up to a maximum of four \$25 fees (or \$100) during that time. There is no fee if your balance is overdrawn by \$50 or less. Counts as being overdrawn when caused by any debit.

**24-Hour Grace®**

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return Fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below) from the previous business day PLUS any other transactions that will post that day. This is because the order in which we process transactions starts with your current day's activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud.

24-Hour Grace may not apply to certain accounts or Treasury Management Services.

Please visit [huntington.com/grace](http://huntington.com/grace) for further details about this service.

### Online Transactions

- Bill Pay ..... No fee
- Online Banking ..... No fee
- Business Online ..... \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*

### PC Banking Downloads

- per month up to 8 sessions ..... \$15
- per additional session over 8 ..... \$0.80
- per month for unlimited sessions ..... \$20.00

### Statements

- Online Statement ..... No fee
- Mailed Statement ..... \$3.00 per month without check images included
- Mailed Image Statement ..... \$5.00 per month with check images included
- Custom Timing Statement . . . \$27.00 per statement with customized statement period

**See also “Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts.”**

## Commercial Premier Money Market Account

[Effective July 2021]

### Everyday Transactions

- Monthly Account Service Fee ..... \$10  
*Avoid the fee by maintaining in the account an average collected balance of \$10,000 for the monthly statement.*
- Minimum Balance to Open ..... \$5,000
- Check Deposit Charge
  - Up to 20 check deposits per month ..... No fee
  - Each check deposit over 20 ..... \$0.14
- ACH Credit (Deposit) Charge
  - Up to 10 ACH credits per month ..... No fee
  - Each ACH credit received over 10 ..... \$0.20
- Branch or ATM Cash Deposits Charge
  - Up to \$1,000 of in branch or ATM cash deposits per month ..... No fee
  - Per \$100 of in branch or ATM cash deposits over \$1,000 ..... \$0.30
- Excess Withdrawal Fee ..... \$15  
*Fee for each withdrawal or transfer in excess of six (6) per calendar month, excluding ATM transfers, Business Direct transfers, Internet Banking transfers, transfers to installment loans and Deposit to Deposit overdraft Protection.*

### Overdraft and Return Fees

<b>Overdraft Fee</b>	<b>\$36.00</b>	Fee charged if we allow transactions to go through even though you don't have enough money. No Overdraft Fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 Overdraft Fees per day.
<b>Return Fee</b>	<b>\$36.00</b>	Return Fee charged each time an item is not paid. Limit of 4 Return Fees per day. Examples are return of checks and transfers, or withdrawals by electronic means. There is no fee for declined ATM or debit card authorizations.
<b>Extended Overdraft Fee</b>	<b>\$25.00</b>	If your account is overdrawn for five consecutive business days, we will charge you a fee on the next business day (if your account is still overdrawn), and then again on every fifth business day while your account remains overdrawn, up to a maximum of four \$25 fees (or \$100) during that time. There is no fee if your balance is overdrawn by \$50 or less. Counts as being overdrawn when caused by any debit.

### 24-Hour Grace®

24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, generally we will waive those Overdraft Fees if by midnight CT of the next business day: a) you deposit enough funds to cover all of the overdrafts and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50, except as explained below. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return Fee due to a returned item, such as a check, we will waive the Return Fee and pay the pending items if by midnight CT of the next business day: a) you deposit enough funds to cover the amount of the eligible returned items and any other transactions that post to your account, and b) your account is not overdrawn by more than \$50. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24-Hour Grace. You can determine which items qualify for 24-Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

For you to take advantage of 24-Hour Grace, generally your deposit must be enough to cover all of the overdraft and eligible return items (except as explained below) from the previous business day PLUS any other transactions that will post that day. This is because the order in which we process transactions starts with your current

day's activity and overdraft or eligible return items from the previous business day are usually processed later in the order. This is why you should remember to take into consideration transactions, such as checks or other debits, that may be posted to your account on the day you make the deposit that will affect the amount needed to take advantage of 24-Hour Grace. We are unaware of these transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cover only the overdraft items (and not the return items), your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cover only the return items (and not the overdraft items), you will be charged Return Fees and Overdraft Fees and we will not pay your return items.

We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud. 24-Hour Grace may not apply to certain accounts or Treasury Management Services. Please visit [huntington.com/grace](http://huntington.com/grace) for further details about this service.

### Online Transactions

- Bill Pay . . . . . No fee
- Online Banking . . . . . No fee
- Business Online . . . . . \$10 per month  
*For company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . \$15 per month  
*For unlimited sessions*

### Statements

- Online Statement . . . . . No fee
- Mailed Statement . . . . . \$3.00 per month without check images included
- Mailed Image Statement . . . . . \$5.00 per month with check images included
- Custom Timing Statement . . . . . \$27.00 per statement with customized statement period

**See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."**

### IOTA / IOLTA (Does not include Ohio)

[Effective July 2021]

### Everyday Transactions

- Monthly Account Service Fee . . . . . No fee

- Transaction Charge . . . . . No fee  
*A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington's Online Bill Pay service.*
- Branch or ATM Cash Deposits Charge . . . . . No fee

### Overdraft and Return Fees

<b>Overdraft Fee</b>	<b>No fee</b>	Fee charged per item if we allow transactions to go through even though you don't have enough money.
<b>Return Fee</b>	<b>No fee</b>	Fee charged per item when you don't have enough money in your account and we return an item.

### Overdraft Protection Transfer Plans

- Deposit to Deposit . . . . . Not eligible
- Overdraft Line of Credit Annual Fee . . . . . Not eligible

### Online Transactions

- Bill Pay . . . . . Not eligible
- Online Banking . . . . . No fee
- Business Online . . . . . No fee
- PC Banking Downloads – 8 sessions . . . . . No fee
- PC Banking Downloads – Unlimited sessions . . . . . No fee

### Miscellaneous Fees

- Account Analysis Mailed Statement . . . . . No fee
- ATM Fees – Huntington . . . . . No fee  
*Huntington ATM cash withdrawals, transfers, or balance inquiries*
- ATM Fees – Extended Statements . . . . . No fee  
*Each extended statement from a Huntington ATM*
- ATM Fees – Non-Huntington . . . . . No fee  
*Each Non-Huntington ATM transaction, but no charge for accounts located in Florida.*
- Custom Timing Statement . . . . . No fee
- Deposit Correction . . . . . No fee  
*Each item*
- Dormant Fee . . . . . No fee  
*If your account balance after adding all of your business account balances is less than \$50, and there are no customer initiated transactions for 12 months.*
- Early Account Closing . . . . . No fee  
*If account closes within 180 days of opening*
- International Transactions . . . . . No fee

Fee charged on the amount posted for each debit card or ATM transaction processed in a foreign currency or outside the U.S., in addition to any fee added by a network or charged by an ATM operator. Exchange rates may affect posted amount.

- Mailed Statement . . . . . No fee  
*Per month*
- Online Statement . . . . . No fee
- Photocopy . . . . . No fee  
*Each item*
- Returned Deposited Item . . . . . No fee
- Redeposit of Returned Deposited Item . . . . . No fee
- Stop Payment (not via online banking) . . . . . No fee
- Wire Transfer – Domestic Incoming . . . . . No fee
- Wire Transfer – International Incoming . . . . . No fee
- Wire Transfer – Domestic Outgoing . . . . . No fee  
*When initiated by a Huntington associate*
- Wire Transfer – International Outgoing . . . . . No fee  
*When initiated by a Huntington associate*

**IOTA / IOLTA (Ohio)**

[Effective July 2021]

**Everyday Transactions**

- Monthly Account Service Fee . . . . . \$15  
*Avoid the fee by maintaining in the account an average collected balance of \$7,500 for the monthly statement period*
- Transaction Charge
  - Up to 100 transactions per month . . . . . No fee
  - Per transaction over 100 . . . . . \$0.25*A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington’s Online Bill Pay service.*
- Branch or ATM Cash Deposits Charge
  - Up to \$20,000 of in branch or ATM cash deposits per month . . . . . No fee
  - Per \$100 of in branch or ATM cash deposits over \$20,000 . . . . . \$0.25

**Overdraft and Return Fees**

<b>Overdraft Fee</b>	<b>No fee</b>	Fee charged per item if we allow transactions to go through even though you don’t have enough money.
<b>Return Fee</b>	<b>No fee</b>	Fee charged per item when you don’t have enough money in your account and we return an item.

**Overdraft Protection Transfer Plans**

- Deposit to Deposit . . . . . Not eligible
- Overdraft Line of Credit Annual Fee . . . . . Not eligible

**Online Transactions**

- Bill Pay . . . . . Not eligible
- Online Banking . . . . . No fee
- Business Online . . . . . \$10  
*Per month for company access to Business Online with Standard Reporting. Fees vary for other Business Online Packages.*
- PC Banking Downloads . . . . . \$15 per month  
*For unlimited sessions*

**Statements**

- Online Statement . . . . . No fee
- Mailed Statement . . . . . No fee
- Custom Timing Statement . . . . . \$27.00 per statement with customized statement period

**Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts**

- ATM Fees – Huntington . . . . . No fee  
*Huntington ATM cash withdrawals, transfers, or balance inquiries*
- ATM Fees – Extended Statements . . . . . \$2  
*Each extended statement from a Huntington ATM*
- ATM Fees – Non-Huntington . . . . . \$3  
*Each Non-Huntington ATM transaction, but no charge for accounts located in Florida.*
- Check Block . . . . . \$5 per month  
*For each account using Check Block service*
- Deposit Correction . . . . . \$7 each item  
*Applies only to Analyzed Checking and Hybrid Checking*

- Dormant Fee . . . . . \$5  
*If your account balance after adding all of your business account balances is less than \$50, and there are no customer initiated transactions for 12 months, there will be a fee each month.*  
*Does not apply to accounts located in Florida or to Analyzed Checking, Business Analyzed Checking, IOLTA/IOTA accounts, Public Funds Economy Checking, Hybrid Checking or Escrow Solutions.*
- International Transactions . . . . . 3%  
*Fee charged on the amount posted for each debit card or ATM transaction processed in a foreign currency or outside the U.S., in addition to any fee added by a network or charged by an ATM operator. Exchange rates may affect posted amount.*
- Photocopy . . . . . \$7 each item
- Real-Time Payments (RTP) – Credit Received . . . . . \$1.00  
*Per item received using the RTP Network*
- Returned Deposited Item . . . . . \$13
- Redeposit of Returned Deposited Item . . . . . \$6
- Reverse Positive Pay . . . . . \$5 per month  
*Per account using Reverse Positive Pay*
- Stop Payment (not via online banking) . . . . . \$31
- Wire Transfer – Domestic Incoming . . . . . \$18
- Wire Transfer – International Incoming . . . . . \$25
- Wire Transfer – Domestic Outgoing . . . . . \$45  
*When initiated by a Huntington associate*
- Wire Transfer – International Outgoing . . . . . \$75  
*When initiated by a Huntington associate*
- Zelle® Transactions . . . . . \$0.50  
*Per transaction sent or received*

**Note:** Deposits of any single check of \$100,000,000 or more incur a **fee for travel and other expenses** necessary to directly present the item to the originating institution.

*Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.*

## IV. Combined Online Services Agreement for Business (ROL) and Commercial (BOL) Accounts

Welcome to Huntington and thank you for using our online or mobile banking services. This Combined Online Services Agreement (the “Agreement”) contains terms for business customers (“Retail On-Line” or “ROL”) as well as terms applicable to Commercial Business Online (“BOL”). We may refer to you as the “Company” “you” or “your.” This Agreement as well as the separate ROL and BOL agreements govern your use of either online service beginning October 12, 2021.

Both ROL and BOL provide electronic access to your banking in order to access information, transfer funds between accounts or pay bills. ROL also provides access to Reverse Positive Pay and Huntington Deposit Scan. In addition to access to information, BOL provides tools to generate reports, and access to additional services, including additional treasury management services (hereafter referred to generally as “Services”). Both ROL and BOL also provide access to pay bills from your Huntington accounts. See [huntington.com/onlineservicesagreement](https://www.huntington.com/onlineservicesagreement) for the Huntington Online Services Agreement for complete ROL terms. See [huntington.com/BOLAgreement](https://www.huntington.com/BOLAgreement) for the Business Online and Bill Pay Access Agreement for complete BOL terms.

### DEVICE AND EQUIPMENT

**In order to access ROL:** You are responsible for obtaining, installing, maintaining and operating all hardware, software, and Internet access necessary for using Online Services.

**In addition to the Device and Equipment requirements for ROL, access to BOL** requires that Company set its software to the appropriate security settings. Company must obtain or have the appropriate firewalls, anti-spyware software, anti-viral software, network security, and environmental security to prevent unauthorized access into BOL. Company must be aware of latest phishing, pharming or similar scams, and Company is solely responsible for any loss, liability or damage relating to such scams. Within BOL, a Master User receives credentials from Huntington and then creates or delegates Authorized Users. After Master User or Authorized User completes any transactions (“transactions” include all Company activities on BOL, including payments, transfers, viewing of information, etc.), Master User or Authorized User must log out of BOL. Master User or Authorized User must log out of BOL while not initiating transactions in BOL, even if stoppage of use is for a short period of time. Company is solely responsible for any transactions that occur due to Master User or Authorized User’s failure to log-off of BOL. Company must immediately remove Authorized User’s log-on Information and disable any Authorized User who is no longer employed by or associated with Company. Company is solely responsible for any transactions performed by persons no longer employed by or associated with Company resulting from failure to disable Authorized Users and removing Authorized User log-on Information. To the extent possible, Company shall not entitle any one Authorized User or Master User so such Authorized User or Master User can make use of all available Services or transactions in BOL. If applicable, Company authorizes Huntington to store other user identifications and passwords of Company and authorizes Huntington to log onto other web pages or networks on Company’s behalf so that Company may fully use the Services. Company



is solely responsible for the timeliness and accuracy of the information contained in the other web pages or networks, as well as any transactions performed via such web pages or networks. Company is responsible for obtaining and maintaining Company's communication link to BOL and to ensure that Company's use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities.

## LOGIN CREDENTIALS

**To use ROL**, you must establish your Login Credentials. Your Login Credentials consist of a username and password that you create.

To better protect yourself you should:

1. Keep your Login Credentials confidential to prevent unauthorized access to your accounts.
2. Not share your Login Credentials with anyone. Anyone you share your username and password with will have access to all of your accounts that are accessed with that username and password.
3. You agree that if you provide your Login Credentials to any other person or entity, you are authorizing that person or entity to act as your agent, and you understand that we will rely and act upon all instructions received using your Login Credentials. We are not liable even if your agent exceeds the scope of authority granted by you.
4. Treat your personal information, such as social security number, date of birth, and answers to your challenge questions with the same level of care as you treat your account information.
5. Neither Huntington nor any of our affiliates will contact you via phone or email requesting your Login Credentials. If you are contacted by anyone requesting this information, call us as soon as possible to report the incident at (800) 480-2265, daily 6:00 a.m. to midnight ET.
6. You may have the option to use a biometric feature (such as a fingerprint or a face scan) to authenticate your identity and access Online Services. If you choose to activate a biometric feature, it is your responsibility to control access to Online Services just as you would with your username and password. You acknowledge that any person who has a biometric feature stored in your device may be able to access your accounts that you access through Online Services.

## Delegated Access

1. For some accounts we will allow you to grant account access through Online Services to a Delegate. Your Delegate will establish a username and password which will allow your Delegate to access your account information and perform online tasks on your behalf.
2. By designating a Delegate, you authorize your Delegate to access your account(s) and perform tasks for you, and you authorize us to act upon instructions received from your Delegate.
3. We are not liable even if your Delegate exceeds the scope of authority granted by you.

## Company Representative

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of Login Credentials to a Company Representative. It is your responsibility to ensure that Login Credentials are provided only to persons you authorize. You represent to us that each Company Representative and anyone else using your Login Credentials has general authority from your company to give us instructions to perform transactions using our Online Services.

**To use BOL**, Company will execute and deliver to Huntington such documentation as Huntington deems necessary, including, but not limited to, signature cards, corporate resolutions that appoint authorized representative(s), and evidence of corporate authority. Company acknowledges and agrees that BOL will be subject to, in addition to this Agreement: (i) any set-up sheets or authorization forms attached to this Agreement; and, (ii) the provisions of any applicable software license agreement(s) governing any aspect of Bank's relationship with Company, whether or not executed by Company. In addition, BOL will be subject to all applicable federal, state, and local laws and regulations. The Business Deposit Account Agreement and disclosures ("Account Documents") of Company's savings account and/or checking/demand deposit account at Bank still apply. To the extent that this Agreement is in conflict with the Account Documents, or any other incorporated item, this Agreement will control. Also, the terms of any other agreement with Bank related to transactions initiated via BOL (including but not limited to ACH, Wire Transfer, or Visual Lockbox) still apply. To the extent that any issue arises due to BOL, this Agreement controls, and all other issues shall be governed by the terms of any other agreement with Huntington related to the transactions initiated via BOL (including but not limited to ACH, Wire Transfer, or Visual Lockbox). If Company is connected to another system or network via BOL, then Business also agrees to be bound by the terms and conditions imposed by any other network or system.

Huntington will provide a Business identification, user name and a password ("Log-on Information") to Company's administrator ("Master User") that the Company has identified in accordance with Huntington's security procedures. Master User may access and transact in BOL. Master User may also create user identifications and passwords to be used with Company's identification ("AU Log-on Information") for other users ("Authorized Users") to access and transact in BOL.

Log-on Information and AU Log-on Information is strictly confidential. The Log-on Information should only be disclosed to the applicable person that will act as the Master User. The AU Log-on Information should only be disclosed to the applicable person that will act as the Authorized User. Company must instruct Master User and/or Authorized User that he or she should not disclose the Log-on Information or AU Log-on Information, respectively, to anyone, including other employees at Business. Business must establish and maintain procedures reasonably adapted to ensure the confidentiality of the Log-on Information and/or AU Log-on Information. Business agrees to be solely responsible for the security of Log-on Information and/or AU Log-on Information of Business. Transactions received by Bank with the Log-on Information or AU Log-on Information shall be deemed to be authorized instructions received from a Master User or Authorized User. Huntington is not responsible or liable for any loss or damages for any transactions performed via BOL if supplied with Log-on Information or AU Log-on Information. Furthermore, Company is liable for all transactions made or

authorized in BOL with Log-on Information or AU Log-on Information, even if a person (i) authorized by Company exceeds his/her authority, (ii) does not have the authority of Company, (iii) has had his or her authority changed or revoked; or (iv) is not the same person as the Master User or Authorized User.

If Company believes the Log-on Information has become known by unauthorized persons (whether or not employed by Company) contact Huntington immediately by telephone during "Banking Days" (Monday through Friday (excluding federal holidays) from 8:00 a.m. to 5:00 p.m. in Columbus, Ohio), and Huntington within a reasonable amount of time during Banking Days will remove the Log-on Information from BOL, and issue new Log-on Information to Company in accordance with Bank's security requirements. After Huntington reissues Log-on Information, Master User must review transactions of Authorized User(s), immediately notify Huntington by telephone during Banking Days of any unauthorized transactions, and reissue any AU Log-on Information used to perform the unauthorized transactions. Huntington reserves the right to change the Log-on Information or AU Log-on Information upon notice to Company. If Company believes the AU Log-on Information has become known by unauthorized persons (whether or not employed by Company), Master User must (i) immediately remove the compromised AU Log-on Information from BOL (ii) issue new AU Log-on Information to the Authorized User(s), whose Log-on Information became compromised, and (iii) immediately notify Huntington by telephone during Banking Days of any unauthorized transactions.

## PAYMENTS AND TRANSFERS

**For ROL**, the following limits apply to all payments and transfers:

1. All payments and transfers must be in U.S. Dollars.
2. You must have enough available money or credit in any account from which you instruct us to make a payment or transfer.
3. Money market accounts: if an eligible account with us is a money market account, certain types of withdrawals, including payments and transfers, are limited to no more than 6 in a monthly statement period.
4. Savings deposit account: if an eligible account with us is a savings deposit account, certain types of withdrawals, including payments and transfers, are limited to no more than 6 in a calendar month.
5. Security Limits: for security reasons we may:
  - a. Limit the number or amount of transactions you can make;
  - b. Limit or suspend your access to ROL; and
  - c. Limit access to ROL from countries other than the United States.
6. Other Limits: we may also have certain other limits on the number or amount of transactions. These limits may vary by customer and may change over time.
7. If you instruct us to make a payment or transfer and you do not have enough money in the account from which you are making the payment or transfer (including available credit under any credit line or credit card, overdraft line or overdraft protection plan), we may refuse to complete the transaction. We may do this even if

there is enough money in accounts other than the one you were using to make the payment or transfer.

8. If we complete a payment or transfer that you make or authorize and we subsequently learn that you don't have enough money for the transaction in the account from which the payment or transfer is made, you agree that we may reverse the transaction or offset the shortage with money from any other account you have with us. In any case, you are fully obligated to provide us with enough money for the payment or transfer you make or authorize.
9. If we do not make (or we reverse) a payment or transfer because you don't have enough money, we are not required to make any further attempt to process the payment or transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the payment or transfer.

**For BOL**, the following also applies:

1. Huntington may change from time to time the accounts that may be accessed by use of BOL and the type of transactions available to each account.
2. Huntington reserves the right, in its sole discretion, not to accept requested transactions for any reason.
3. All transactions are subject to Huntington's verification. Huntington assumes no responsibility for advising Company that requested transactions have not been made. Huntington may, without notice, limit the number of daily transactions, or type of transactions, and impose amount limits on transactions. Huntington also reserves the right to limit or suspend access to the Bill Pay Service as we deem necessary for security reasons.
4. Company must not be past due on any payments in order to initiate or complete an advance from a loan or line of credit.
5. If there are insufficient funds or credit in the accounts to complete the requested transactions, the transactions will not be consummated. Huntington will NOT be liable for:
  - a. If, through no fault of Huntington, Company does not have enough money or credit in its account to make the transactions, or if the account has been closed or is not in good standing;
  - b. If the transactions would go over the credit limit Company may have with Huntington;
  - c. If the equipment or system is temporarily out of service or closed for maintenance or is not working properly, and Company knew about this when Company started the transactions;
  - d. If the money in the account Company is accessing is subject to legal process or other claim restricting the transactions; and if Company has not properly followed Huntington instructions or if Company provided Bank with wrong or inaccurate information.

6. Upon receipt of a request for an account transfer or transactions made with Log-on Information of AU Log-on Information, Company authorizes Huntington to deduct or increase the amount immediately from the balance in Company's account.
7. Notwithstanding the Business Overdraft Protection Agreement, Company's overdraft line of credit may not be available when initiating account transfers via BOL.
8. If Company wants to stop or change the transfer of funds between accounts, Company must notify Huntington before Huntington has started processing the transaction. Company may do this by accessing the appropriate function in BOL no later than the day before the Banking Day the transfer is scheduled to be made, and either delete it or make the change.
9. If account transfer transactions are initiated on a Banking Day or initiated by the time stated in BOL, Huntington will process such transactions on the same Banking Day. If account transfer Transactions are made after a Banking Day or time stated in BOL, Bank will process such transactions on the next Banking Day.
10. Notwithstanding any borrower resolutions Company may have executed, Huntington may follow the instructions of any Master User or Authorized Users for an advance or payment in connection with a loan or line of credit. Further, the transaction report for loans and lines of credit will contain only transactions initiated through BOL.

## STATEMENTS

### For both ROL and BOL:

1. Your payments and transfers will be listed on your account statements.
2. You agree to notify us promptly if:
  - a. You change your address;
  - b. You believe there are any errors on any statement or in any statement information;
  - c. You believe there are any unauthorized transactions in any statement.

### In addition, for BOL:

Company agrees the Master User is authorized to separate or untie consolidated periodic statements of any account so that a periodic statement reflects the transaction activity of only one account, as opposed to multiple accounts' transaction activity on one periodic statement. Further, Master User is authorized to suppress the paper periodic statements so that Company receives electronic periodic statements, and Company agrees to be solely liable for any loss resulting from the separation and suppression.

## TRANSFERS BETWEEN BANKS

For ROL, you may also set up recurring or one-time transfers subject to the following:

1. Eligible Accounts:
  - a. We will tell you which accounts qualify. You must be a named owner on the account or be an authorized Delegate.

- b. If any transfer is from a personal credit line or credit card account, the transfer provides credit under the terms previously disclosed for your personal credit line or credit card account.
2. Limits on Transfers
  - a. We may limit the number or amount of transfers you can make. Limits are typically posted in the transfer section within ROL for your review.
  - b. Transfers from a credit card account are considered "cash advances." This means they are subject to the limits and fees previously disclosed in your credit card account agreement.
3. When Transfers Are Made
  - a. Transfers are not final at the time we receive your instructions, but we will begin to process them promptly.
  - b. You should allow 1 Business Day for us to process transfers between eligible accounts with us.
  - c. You should allow 3 Business Days for us to process transfers between an eligible account with us and an eligible account with another financial institution.
  - d. Each transfer will be posted to the account with us from which it is made, and any other account with us that is involved in the transaction, on the Business Day on which the transfer is made.
  - e. Each transfer you make on a non-Business Day, or after our transfer cut-off time on any Business Day, will be considered made on the following Business Day.
  - f. Recurring Bank-to-Bank transfers that will fall on a weekend, bank holiday, or at the end of a month with less than 31 days will be scheduled for the previous Business Day.
  - g. Transfers to a Huntington Credit Card made before midnight ET will be credited to the account as of that day.
  - h. We will inform you of the transfer cut-off times in any manner we choose, but usually the cut-off time is posted in the transfer section within Online Services.
  - i. Please keep in mind that information you obtain about your accounts using our Online Services may not reflect transactions that have not yet posted to your accounts.

## FEES

For ROL, there are currently no fees for general access to ROL. If that changes, we will provide you notice in advance. There may be account related fees or fees for certain services or transactions. Any fees will either:

1. Be posted and available for your review at the time of the transaction; or
2. Be included in the disclosures provided to you when you opened your account.

For BOL, Company agrees to pay Huntington the applicable fees for use of BOL. Huntington is authorized to charge the fees to Company's checking/demand deposit account(s) with Huntington. Company shall be responsible for payment of all sales, use or excise, value added, utility or other similar taxes relating to BOL or any transactions.

## BILL PAY

### Eligible Accounts

An eligible account is a Huntington checking account with ROL or BOL. You must be a named owner on the account or be an authorized Delegate, Master User or Authorized User. Eligible accounts will appear within the Bill Pay section of your account. If you have more than one eligible account, you may or will be asked to designate a default account that will automatically be used.

### Payees

You set up your Payees just once. Payees can include people, companies, you (if you want to make payments to accounts in your name with us or other financial institutions), or Huntington (if you wish to make payments to us.)

Please note, payments outside the United States are not permitted, except payments to Payees in Puerto Rico or the U.S. Virgin Islands.

In order to add a Payee, you will provide us with the required information. You are responsible for keeping this information up to date, and providing us with any changes.

All Payees may be compared against the Office of Foreign Asset Control's ("OFAC") Specially Designated National ("SDN") list or any other list compiled by the U.S. Treasury's OFAC. If any payment is made to a Payee who is a match or a potential match (as determined by us) to the SDN list or any other list compiled by the U.S. Treasury's OFAC, we may place a stop payment on any of those payments sent by mail.

### Types of Bill Pay Transactions

You, or an authorized Delegate, Master User or Authorized User, can instruct us to perform the following transactions via the Bill Pay service:

1. Make one-time payments or recurring payments that do not vary in amount to Payees you designate.
2. You are not permitted to send tax payments, court ordered payments, payments for gambling debts or payments otherwise prohibited by law via Bill Pay. Huntington is not liable for these transactions.
3. You agree no Bill Pay payment will violate or violates any U.S. law.

### Payment Method

1. Payments are sent either electronically or by mailed check.
2. Payment method usually depends on the Payee's determined method of receiving payments.
3. We indicate within Bill Pay if we will send the payment electronically or via mailed check.
4. We may change the method (electronic or mailed check) by which we send a payment to a Payee. Unless required by law, we will not provide you notice of this change.

### Scheduling a Bill Payment

1. Payments are not final at the time we receive your instructions, but we will begin to process them promptly.
2. For payments that will be mailed via the U.S. Postal Service, please choose a Send On date at least 5 Business Days before the due date.
3. For payments that will be sent electronically, please choose a Send On date at least 2 Business Days before the due date.
4. Regardless of delivery method, once you choose a Send On date you will be informed of the earliest available Deliver By date.
5. While we anticipate that most payments will be delivered by the Deliver By date, there may be circumstances beyond our control that may result in a delay. For example, mailed checks may be lost or delayed by the U.S. Postal Service. We also can't predict the exact date that a payment will be posted by the receiving Payee.
6. Each payment will be withdrawn from the account from which it is made on the date you have specified. Any payment made after our Bill Pay cut-off time or on a non-Business Day will be considered made on the following Business Day.
7. The Bill Pay cut-off time is available on our website and mobile app (ROL only).

### Memo Line

1. We may permit you to create a memo line for payments.
2. The character limit for the memo line will be listed within Bill Pay. We may change the character limit without notice.
3. If your payment is sent electronically, we will store the memo line for you, but your Payee will not see the memo line.
4. If we send your payment by mail, your Payee may see the memo line.
5. You agree not to use any obscene, lewd, or harassing language in any memo line. With regards to BOL, we may delete any such language.

### Notice of Incomplete Transactions

You agree to notify us promptly if you receive notice from a Payee that a payment you made through our Bill Pay service has not been completed or remains unpaid.

### Stopping or Changing Payments or Transfers

If you want to stop or change payments or transfers that you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions.

If it's before our cut-off time you may be able to simply delete or change the payment or transfer through ROL or BOL.

To stop preauthorized recurring transactions you can call us at (800) 480-2265, or write to The Huntington National Bank, 5555 Cleveland Avenue (GW2W40), Columbus, Ohio 43231, in time for us to receive your request 3 Business Days or more before the payment or transfer is scheduled to be made.

If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We may charge you our regular stop-payment fee for each stop-payment order you give.

**For ROL only**, if you order us to stop any of these payments or transfers three (3) Business Days or more before it is scheduled, and we do not do so, we will be liable for your losses or damages.

A stop payment request will only stop a particular payment or transfer. You must tell us if you want all scheduled future payments cancelled. You should also contact the person or company with whom you arranged for the preauthorized recurring electronic payment or transfer.

## **Liability—Yours and Ours - Authorized & Unauthorized Transactions and Errors**

### **Your Liability**

1. You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a Company Representative have given someone your Login Credentials and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your Login Credentials or take additional steps to prevent further access by such person.
2. Our system supporting Online Services is designed so that it may be operated only upon entry of valid Login Credentials. Since we condition access upon entry of valid Login Credentials, we will accept instructions for payments and transfers or other transactions from any person using valid Login Credentials. This is so even if the person obtaining access:
  - a. Is not a Company Representative.
  - b. Exceeds your authority or that granted by any Company Representative.
  - c. Does not have your authority.
  - d. Has had his/her authority changed or revoked.
  - e. Is an imposter or thief.
3. You agree to be bound by all transactions from any Business account for which Login Credentials were used. You authorize us to treat any instructions we receive using valid Login Credentials as if the instructions had been made in writing and signed by the appropriate Company Representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, Online Services.
4. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the Login Credentials that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down.

5. You agree to promptly examine all account statements and any confirmations of payments which we or other banks may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.
6. Call us at (800) 480-2001 (for ROL) or (800) 480-2265 (for BOL), or write us at Huntington Customer Service (GW5C42), P.O. Box 1558, Columbus, Ohio 43216 (for ROL) or Bill Pay Service (GW2W30), L-3655, Columbus, Ohio 43260 (for BOL) as soon as you can, if you think your statement is wrong or if you need more information about a payment or transfer covered by this Agreement which is listed on the statement.
7. If you are an ROL business employer that provides credit cards for use by your employees and we issue fewer than 10 credit cards to you, this section does not apply.

### **Our Liability**

1. We will make every reasonable effort to:
  - a. Provide full performance of our ROL or BOL services; and
  - b. Resolve disputes on a timely basis.
2. We are only responsible for acting on instructions we actually receive.
3. We are not responsible for:
  - a. Malfunctions, capacity reductions, or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform.
  - b. We are only liable for correcting errors within our control.
4. We are not liable for:
  - a. Any loss, damage, or injury caused by our Online Services system.
  - b. Any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses 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 loss, damage, or expense is known to us.
  - c. 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.
  - d. If you are an ROL business employer that provides credit cards for use by your employees and we issue fewer than 10 credit cards to you, this section does not apply.

## ADDITIONAL BOL TERMS

### Availability of Business Online

Company may access BOL 24 hours a day, seven (7) days per week except for maintenance periods, as stated in BOL. If Company initiates transactions Monday through Friday (excluding federal holidays) from 8:00 a.m. to 5:00 p.m. in Columbus, Ohio (“Banking Day”), Huntington will begin to process such transactions on that Banking Day unless BOL states an earlier or later time to process transactions. If Company initiates transactions after a Banking Day or applicable time stated in BOL, Huntington will begin to process such transaction on the next Banking Day. Notwithstanding the foregoing or language in BOL, Business must consult other agreements with Huntington to ascertain when processing will be complete for transactions executed via BOL. Company may make use of information reporting and generate reports from such information in BOL, seven (7) days per week, however, such information and reports reflect information that Bank processes on Banking Days.

### Provisions Specific to Stop Payment

Company may place or cancel a stop payment order only on negotiable instruments. A stop payment order placed or cancelled on a Banking Day or later time specified in BOL may be effective on such Banking Day, but Huntington reserves the right to a reasonable time to act on Company’s stop payment order or cancellation of such. Company agrees to accurately provide the information required by Huntington’s stop-payment procedures. HUNTINGTON IS NOT RESPONSIBLE FOR FAILURE TO STOP PAYMENT ON A CHECK IF ANY OF THE REQUIRED INFORMATION IS INACCURATE.

### Provisions Specific to Lockbox

If Company has agreed to the Business Associate Addendum or Agreement in connection with Company’s lockbox service, Company warrants that it has not and will not create Authorized Users who are not employees of Company. If Company breaches the foregoing sentence, then Huntington is not responsible or liable for disclosure of Protected Health Information (as defined in 45 CFR § 164.501) to third parties, notwithstanding the Business Associate Addendum or Agreement.

### Company’s Duty to Review and Inspect

Company is responsible for promptly reviewing and inspecting all transactions performed by Master User and Authorized Users and all evidences thereof. Company agrees to immediately notify Huntington by telephone during Banking Days (i) if any Log-on Information has been lost, stolen, misused, misplaced or improperly disclosed; (ii) if money is missing from or erroneously added to any account; (iii) if a statement shows fraudulent activity; (iv) if there has been a breach of security; or (v) of any unauthorized transactions by Master User or Authorized User. Company agrees that Huntington will not be liable for any losses resulting from Company’s failure to give such notification. Huntington assumes no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of Log-on Information or AU Log-on Information by Company, Master User, Authorized User, or any of Company’s employees, agents or representatives.

### Indemnification

Company will indemnify and hold Bank harmless from all claims made, asserted, or threatened by any person (whether an individual or entity) that is not a party to this Agreement and all related liabilities, losses, damages, costs, and expenses of any kind which may be incurred by the Bank relating to or arising out of this Agreement; provided, however, that Bank will have no right to be indemnified hereunder for its own bad faith or willful misconduct as determined by a court of competent jurisdiction.

### Limitation of Liability

Except as otherwise expressly provided in this Agreement, Huntington will not be required to act upon any notice or instruction received from Company or any other person with respect to any matter. Huntington will use ordinary care in connection with processing transactions initiated via BOL. Huntington’s liability relating to any transactions will be limited to actual proven damages sustained by Company arising directly from Huntington’s own gross negligence or willful misconduct.

Huntington will not be responsible for Company’s acts or omissions, those of any agent or employee of Company, any other party providing services to Company, or any other person or entity, including without limitation, any other financial institution, and no such person or entity will be deemed Huntington’s agent. Huntington will not be responsible for any charges imposed by any third party. Huntington will have no liability to any third party. Company assumes sole responsibility for the information and reports generated in BOL. Huntington is responsible for the information contained in Company’s periodic statements, invoices, and other paper reports Huntington sends Company. If Company requests Huntington to accept information concerning Company’s accounts at other financial institutions, then Company completely releases Huntington from any and all liability as to the accuracy of the information relayed by other financial institutions.

**IN NO EVENT WILL BANK BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS (WHETHER OR NOT BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE).**

### Disclaimer of Warranties

**BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO BOL.**

### Copyright, Patents, Trademarks and Other Intellectual Property Rights

Company acknowledges that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with BOL and any versions thereof, including all documentation and instructions relating thereto, are and shall remain the sole property of Huntington. Company shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership by Huntington thereof. In the event that new inventions, designs or processes evolve in performance of or as a result of the use of BOL, Company acknowledges that the same shall be the property of Huntington, unless otherwise agreed in writing by Huntington. Huntington grants Company a license to use BOL.

## Events Beyond Bank's Control

Huntington will not be responsible or liable and will be excused for any (i) loss of information, (ii) errors and delays in transmission, (iii) processing of Company's transactions, (iv) damage, (v) cost, (vi) loss, or (vii) liability arising out of causes beyond its control, including but not limited to, strike, lockout, war, lack of energy, computer malfunction including but not limited to computer viruses, riot, insurrection, fire, acts of God, governmental acts or regulations, causes beyond its control, or other causes not covered by insurance. Huntington will not be responsible for any error, delay or loss of information caused by any other person or entity not a party to this Agreement. In the event of any errors or delays by Huntington, Huntington will only be responsible to use its best efforts to correct any such errors or resume transmissions of information required to be made by Huntington as soon as reasonably possible.

## Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable as written, that provision will be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement will continue intact.

## Survival

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

## Complete Agreement

This Agreement, whenever executed, and any related set-up forms, each of which is incorporated in this Agreement by this reference (collectively the "Service Documents"), constitute the entire agreement between Company and Huntington. Any representations, promises or conditions in connection therewith not set forth in the Service Documents or in a writing signed by all affected parties will not be binding. In the event performance of the BOL in accordance with the Service Documents would result in a violation of any present or future statute, regulation or government policy to which Huntington is subject, then the Service Documents will be deemed amended to the extent necessary to comply with such statute, regulation or policy.

## Assignment

Huntington may at any time assign or delegate its rights or duties under this Agreement. Company may not assign its rights or obligations under this Agreement in any way without the prior written consent of Huntington. No other person or entity is deemed to be a third party beneficiary of this Agreement or any of the BOL.

## Authorization

Company warrants and represents that (i) Company is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (ii) there are no provisions of any law, or any Certificate of Incorporation or By-Laws, or any agreement of any kind, nature or description binding upon Company which prohibits Company

from entering into or performing under this Agreement; (iii) Company's execution and performance of this Agreement has been duly authorized; (iv) that this Agreement is a binding obligation of Company; (v) the person entitling or instructing Huntington to entitle persons at Company to perform transactions in BOL is authorized to entitle such persons; (vi) each Authorized User who performs transactions in BOL is authorized to perform such transactions; (vii) all accounts accessible pursuant to this Agreement were established only for business purpose; and (viii) the transactions performed on these accounts will only be for business purposes. Company will be deemed to repeat all of the foregoing warranties and representations each time Company performs transactions or uses BOL under this Agreement. If Company requires more than one signature on signature card or corporate resolution with Huntington, Company waives any such multiple signature requirement for transactions initiated via BOL. Huntington will be entitled to rely on any written notice or other communication believed by it in good faith to be genuine, and any such communication will be deemed to have been authorized by such person.

## ADDITIONAL BOL TERMS

### Zelle

1. Zelle® is a peer-to-peer payment service that allows you to send, request, and receive money with people you trust.
2. Please see the *Zelle* Addendum for more information on this service.

**Zelle** and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

### The Hub

The Hub is Huntington's digital banking experience, built to help you look out for your financial future. The Hub, tools and models are for informational purposes only, and are not an official record of any Huntington account and should not be considered legal, tax or investment advice.

### Alerts and Text Banking

Huntington Alerts and Text Banking are two separate services provided by The Huntington National Bank. Alerts may be delivered as a text message, email message or push notification. The types of Alerts available may depend on the products that you have with us. For example, some products are eligible to enroll in both text and email Alerts and some products are only eligible for email Alerts.

By enrolling in Alerts or Text Banking, you agree to the following terms and conditions:

1. Alerts and Text Banking are provided for your convenience only and do not replace your monthly account statement(s), which are the official record of your accounts.
2. We may send messages through your communication service provider in order to deliver them to you. You agree that your communication service provider is acting as your agent in this capacity.

3. We may send messages to you at any telephone number, email address, mobile device (through our mobile app) or other delivery location (including wireless (mobile/cell phone) numbers) that you give to us or that we have for you or your account using any technology available including, but not limited to, prerecorded/artificial voice messages and/or automatic telephone dialing systems. We will determine in our sole discretion what information we make available through Alerts and Text Banking.
4. Alerts and Text Banking may not be encrypted and may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through Alerts or Text Banking and not to let any unauthorized person have access to the information we provide to you.
5. Message frequency depends on user preferences and account activity but may be delayed, undelivered or otherwise impacted by factor(s) pertaining to your Internet service provider(s), phone carriers or other parties and we do not guarantee the delivery of messages or the accuracy of the information contained in the messages.
6. We will not be liable for losses or damages arising from:
  - a. Any disclosure of account information to third parties;
  - b. Non-delivery, delayed delivery, misdirected delivery or mishandling of the messages;
  - c. Inaccurate content in the messages; or
  - d. Your reliance or use of the information in the messages.
7. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, email address, mobile device or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive after your applicable account is closed.
8. Alerts and Text Banking are only available to customers who have an eligible account with us. While you must have an eligible account to use these services, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well.
9. There is no separate service fee for Alerts or Text Banking but you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Such charges may include those from your communications service provider.
10. TO CANCEL TEXT ALERTS OR TEXT BANKING SEND STOP TO 446622 AT ANY TIME. In response to your consent that we or a third party acting on our behalf may send you a message confirming that you have elected to cancel. For help or information on these products, send HELP to 446622. You will never receive a message from us that asks you to send us any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call us at 1-877-932-2265 to report the incident. For additional assistance, contact customer services at 1-877-932-2265.

11. Push notifications can be stopped by following the prompts within our mobile app or through the settings of your mobile device.

## Privacy

Please see our Online Privacy Policy for information regarding Huntington's collection, use and disclosure of information collected through our websites, online banking, and the mobile app.

## SECURITY

### Security Procedures for Business Accounts

1. By entering into this Agreement and using ROL or BOL to perform transactions from Business accounts, 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 Login Credentials and other personal and business information. Our security procedures are contained in this Agreement and in other written procedures we may provide to you.
2. 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 no Login Credentials are used by or accessible to anyone other than persons you have authorized.
3. You acknowledge that the purpose of our security procedures is for verification of authenticity and not to detect errors. We are not liable for the failure of security procedures to detect errors.

## GENERAL TERMS

### Changing Terms and Terminating this Agreement

This Agreement will stay in effect until it is changed or terminated.

### Changes to this Agreement

1. We may change the terms of this Agreement at any time. Unless the law requires us to send you a specific notice, we will decide what kind of notice we will give you and the method of providing the notice, including but not limited to, posting notice within ROL or BOL or providing you notice to your email address on file.
2. You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.



### Terminating this Agreement

1. We have the right to terminate this Agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires notice. Once we terminate this Agreement, no further or pending payments will be made, including but not limited to any payments scheduled in advance or any preauthorized recurring payments.
2. You may terminate this Agreement at any time by notifying us in writing. However any instructions from you to make payments will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending payments will be made, including but not limited to any payments scheduled in advance or any preauthorized recurring payments.
3. **With regards to BOL**, you may terminate this Agreement at any time by notifying Huntington during Banking Days, immediately destroying all Login Credentials, and no longer using BOL. Huntington may routinely terminate Bill Pay service for Companies that have not used the Service within the first (90) days after activation or if the Service has been inactive for a year.

### No Waiver

If we fail to exercise any of our rights within this Agreement or applicable law, such failure will not waive any of our rights.

### Notices and Communications

1. Except as otherwise provided in this Agreement, notices we give you are effective when deposited in the U.S. mail addressed to the last address that we have for you (if more than one address exists, we may mail or deliver to any one of the addresses), when made available to you through ROL or BOL, or when sent to the last known email address that we have for you.
2. You agree to notify us promptly of any change in your mailing address, email address or telephone number.

### Recording

1. You agree that we may record any telephone conversations you have with us regarding the services covered by this Agreement.
2. However, we are not obligated to record these conversations, and we may choose not to in our sole discretion.

### Attorney Fees

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

### Indemnities

You agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs),

losses or damages claimed by any third parties (including but not limited to any Company representatives, a Master User, Authorized User, employee or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this Agreement from a business account, or (ii) your breach of this Agreement.

### Signatures

You agree to the provisions of this Agreement (to the extent applicable as provided in this Agreement) by any and all of the following (i) using ROL or BOL to perform any transactions, (ii) causing your Business or Company representative to physically sign this Agreement, or (iii) completing a separate electronic consent form to receive disclosures and enter into this Agreement electronically. Your electronic consent or use of our Online Services has the same effect as if you had signed this Agreement with your physical signature or that of your authorized Company Representative.

Your electronic consent or use of our Online Services is also your acknowledgment that you have received a copy of this Agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this Agreement but would like to have a paper copy, please contact us at (800) 480-2265 or write us at Huntington Customer Service (EA5C42), P.O. Box 1558, Columbus, Ohio 43216 and we will forward a hard copy to you.

### Governing Law

Regardless of where you live or work or where you access ROL or BOL, this Agreement is subject to the internal law of the state of Ohio and the federal law of the United States of America. 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.

To the extent the automated clearing house (“ACH”) network is used to facilitate your payments or transfers, you and we agree to be bound by the National Automated Clearing House Rules.

## V. 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 Code

We will send to you the cards for each of your Authorized Users along with any Secret Codes that are not preselected by Authorized Users. 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 (800) 480-2001 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 effect 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 Mastercard International's conversion procedure which is based on rates observed in the wholesale market or government mandated rates, where applicable. The currency conversion rate that Mastercard uses for a particular transaction is the rate for the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate that Mastercard uses may be the rate for the applicable currency on the date that the transaction is processed. 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 applicable Business Account Charges Form 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, 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 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.

## **VI. FDIC Insurance Information**

### **General FDIC Insurance**

Your TCF National Bank deposit accounts (TCF Accounts) will generally remain separately insured by the Federal Deposit Insurance Corporation (the FDIC) from any other Huntington deposit accounts for a period of 6 months after TCF National Bank and Huntington merge. The merger date is June 9, 2021.

Starting December 9, 2021, your TCF Accounts will be counted with your other Huntington deposit accounts for determining deposit insurance coverage by the FDIC. However, certificate of deposit accounts, which mature after December 9, 2021, will remain separately insured by the FDIC until their first maturity date after December 9, 2021. Certificate of deposit accounts which mature between June 9, 2021 and December 9, 2021 will remain separately insured only until December 9, 2021, unless they are renewed for the same dollar amount and the same term as the original deposit, in which case the separate FDIC deposit insurance applies until the first maturity date after December 9, 2021.

## **VII. 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.

## VIII. Safe Deposit Box Agreement

If you lease a Safe Deposit Box, the following agreement pertains to you and replaces your current agreement.

**AGREEMENT AND DUTIES** - As used in this agreement, “you” and “yours” mean the lessee(s) named on the Safe Deposit Box Agreement, the person(s) they may represent, and any deputy or authorized legal representative of the lessee(s). “We” “us” and “our” mean The Huntington National Bank. The “box” means the safe deposit box leased by you with TCF National Bank or one of its predecessors. This agreement is a lease, and does not create a bailment between us. You agree this lease will be governed by the law of the State in which the box is located. We will use reasonable and ordinary care and diligence to prevent anyone other than you from opening your box, amending or canceling this lease, or surrendering and exchanging your box. We will not be responsible for any of your losses from fire, flood or other natural causes, or from theft, embezzlement or any other cause, unless we fail to use reasonable care in preventing these occurrences.

**LEASE TERM AND RENT** - You are leasing the box for a term of one year. The rent amount must be paid in advance on an annual basis, unless your box becomes eligible for special pricing. The rent amount is subject to change as set forth herein. We will continue to collect the annual rent until the lease is ended. If you fail to pay the rent within 30 days of the due date, you agree to pay a late charge of \$10. Payments received by us will be applied first to taxes, if any, then to late charges, then to any other charges due from you under this agreement, then to the rent due. We may, at our sole discretion, accept payment after the renewal date and reinstate the lease on the terms provided herein, or as may be amended from time to time. If rent is paid, the term of the lease will be renewed on an annual basis until the lease is ended. During the term of this lease, including any renewal, you must have an eligible checking or savings account with us. You authorize us to automatically deduct any rent, taxes and late fees, from your checking or savings account(s) with us.

**DEPUTY** – You may appoint a deputy for your box. Your deputy has the following powers with respect to your box: (1) may enter the box at any time; (2) may deposit any item in the box; (3) may remove any or all of the items from your box; (4) may cancel this lease at any time; (5) may exchange or surrender the box at any time; (6) may do anything else with this box which you may do as one of the people leasing the box, except appoint another deputy. The deputy will continue to have all these powers until you, or one of the other lessees revokes the deputy appointment. This appointment will end when we receive written notice of your death.

**BOX CONTENTS** - The box is your leased property, and you have control over and are in possession of your box and its contents. We have no knowledge of the contents in your box, and we will not supervise the deposit or removal of these contents. You agree not to store any firearms, weapons or illegal or hazardous items in your box (“Prohibited Items”) and that the storage of Prohibited Items in your box is strictly prohibited. Upon our receipt of reasonable notice of your storage of any Prohibited items in your box, we may, without prior notice to you, immediately restrict your access to your box and we may notify the appropriate public authorities, and/or forcibly enter your box for the

purpose of removing and/or turning over any Prohibited Items to the appropriate public authorities. Any other contents found in your box will be stored by us in accordance with the terms of this lease. When you demonstrate that you left certain property in your box and you subsequently entered it and found any of this property missing, this evidence does not: (1) raise a presumption that the property was lost by us, or (2) put on us the burden of proving that the loss was not from our negligence. **You agree to not store money, coin or currency in your box unless the money, coin or currency is of a collectible nature and you assume all risks and hold us harmless for any loss or alleged loss of such money, coin or currency.**

**ACCESS** – We have given you two keys, which will open your box, or you have personally set the combination to your box. You agree not to duplicate the keys. We will not accept custody of these keys or the combination from you or someone acting on your behalf while this lease is in effect. If you lose one or both keys or the combination, then you will give an immediate written notice of this loss, and without delay bring in the remaining key, if any, to open the box. You agree to pay all expenses of opening your box, changing the lock and replacing the keys. You will pay us for these expenses when we request payment. Our branch in which your box is located will be open during our usual business hours of each business day. We may change these hours if we decide it is necessary to secure this branch during an emergency, like a fire or inclement weather, and when the doors and locks are malfunctioning for the branch. We are not responsible for any loss caused by any failure of the locks or doors to the room where your box is located. We may refuse your entry into the box when: (1) your rent or any other charge under the terms of this lease is past due, (2) we are served with an order or other legal process in which the court or other legal authority directs us to make this refusal or affects the contents or your box, (3) you violate other terms of this agreement. We have no duty to determine the validity of any court order or legal process, so we are not obligated to compensate you for any damage or loss you have resulting from our compliance with this order, legal process, or the law. You agree to pay us for all costs and expenses, including reasonable attorney’s fees as permitted by law, if we become involved in any dispute (including lawsuits) about your box or its contents. You will pay these costs to us when we ask you for them. We may also refuse you access (to the extent permitted by law) into this box on the death, incapacity, or bankruptcy of any lessee, unless we: (1) open it to search for testamentary document, to list its contents for tax purposes, or to accomplish any other purpose required or permitted by law; (2) are satisfied that you or a legal representative of you or your estate is qualified and authorized to enter this box and remove its contents; and (3) receive satisfactory evidence that all federal, state or local requirements about notice, access in this box, or withdrawing its contents have been met.

**JOINT OWNERS** – If this box is leased by more than one person, then you have joint tenancy with the right of survivorship in the box and the lease. The ownership of the lease will not affect the title to any contents of the box. Each of you may enter into the box, cancel this lease, exchange or surrender the box, or do anything else involving this box. Any one of you may end the appointment of a deputy even though you are not the one who appointed that deputy. The death, bankruptcy, or incapacity of any one of you will not end the appointment of any deputy appointed by any of the rest of you. Upon the death of any one of you, each survivor, or any deputy appointed by a survivor, shall be permitted to open the box, except as restricted by the law. If more than one of you survives, you shall remain as joint tenants with right of survivorship between you.

**INSURANCE** – The contents of your box are not protected against loss or damage under insurance coverage maintained by us or the Federal Deposit Insurance Corporation (“FDIC”). You may want to secure your own insurance. You understand and agree that the boxes are not fireproof or waterproof. We recommend that you secure your own insurance for your box contents and keep a complete list and description of all contents stored in your box and any available proof of ownership.

**LIMITATION OF LIABILITY** – IN NO EVENT WE WILL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND. YOU AGREE AND REPRESENT TO US THAT THE AGGREGATE VALUE OF THE CONTENTS CONTAINED IN THE BOX WILL NOT EXCEED \$25,000 AT ANY TIME AND BASED ON THIS REPRESENTATION YOU FURTHER ACKNOWLEDGE AND AGREE THAT OUR MAXIMUM LIABILITY, IF ANY, WILL BE LIMITED TO \$25,000 FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT, THE BOX OR THE ITEMS CONTAINED IN THE BOX.

**DEFAULT** – You will be in default beginning with the first day after one or all of the following occurs: (1) you fail to pay the rent or other charges when due, or fail to keep any other promise or violate any term set forth in this agreement; (2) you fail to surrender possession of this box to us on the termination of this lease; or (3) you fail to maintain an eligible checking or savings account with us for purposes of automatically deducting your annual rent, taxes or late fees due for your box. Other charges due under this lease may include the costs for forcibly opening your box and replacing the lock and keys or resetting the combination, notary fees, notifying you, advertising, and selling or disposing of the contents of your box.

**REMEDIES** – If you are in default of this lease, we may: (1) immediately terminate this lease without notice to you; or (2) use any remedy we may have under state or federal law; or (3) if your rent is past due, you agree that unless prohibited by law, we may use the money in any of your deposit accounts, whether held jointly with another or individually, to pay the debt regardless of the source of the funds in the account. This is our right of off-set. In choosing any one or more of these remedies, we do not waive our later right to use any other remedy, nor do we waive your default, now or later. You should correct any default within the statutory grace period, or if none, within 90 days after the date of default. After this grace period ends, we will mail a written notice (if required by law) to you about what we will do with your box and its contents. The notice will request you pay the rent and charges due within the legally required period, or if none, 60 days after the date we mailed this notice. If you do not pay the amounts due within this period, we may act under law to forcibly open your box, and to remove, inventory, and store its contents. We will store these contents for as long as the law requires, or if none, 90 days. If during this time you do not claim these contents and pay the rent and charges due, we may sell or dispose of these contents as required by law. After the sale or disposition, any proceeds will be used to pay the rent and other charges due. You agree to pay any fees or expenses incurred by us in connection with the box or contents placed in the box, including but not limited to drilling, third party charges, storage, mailing costs, advertising, and sale of contents. You will pay us any further amount needed to fully pay the amounts when we ask you to do so. On the other hand, if proceeds remain after paying the rent and other charges due, then this surplus will be disposed of under the law.

**RELOCATION OF BOX** – We are permitted to relocate your box. If we decide to relocate your box, we will give you at least thirty (30) days prior written notice of our intent to do so. In such instances, we may give you the opportunity to remove contents of the box until the relocation has taken place. If you choose to not remove your contents, you agree that we may move your box, unopened, to its new location and neither we, nor our agents, will be liable for any damage to contents, except as may be caused by our gross negligence.

**OTHER PROVISIONS** – We will mail any notice to you to your latest address as shown on our box records. Unless we receive a written notice from you of your new address, your latest address, as provided at the time of this agreement, is the correct one for all purposes. Each of you agrees to tell us in writing of the death, bankruptcy or incapacity of any of you before you seek to enter your box. We may change these rules and rental charges periodically. We will post the new rules and rental charges in the box department for 30 days before the change takes effect and/or give such other notice as the applicable law may call for.

Additionally, from time to time, we may offer promotions or special pricing programs for boxes. Special restrictions or criteria for eligibility may apply. These promotions and programs may expire at any time, at which time, the annual rent for your box may change. Such programs and promotions will not be available to you once they expire or if you fail to meet eligibility criteria at any time. If you are a corporation, partnership, association or other organization, you will provide us upon request with a statement from your board of directors or other governing board of your authority to enter into this agreement and the box. If we request, you will do so on the form acceptable to us.

**TERMINATION** – We may end this lease, for any reason in our sole discretion, by giving you an advance written notice of 30 days. Within the time period, you will remove all the contents from this box, and return to us its keys or combination. Then, we will refund any prepaid rent for the period remaining on this lease. You may end this lease by giving us written notice, and simultaneously removing all of the contents from this box, and returning to us its keys or combination. If you end this lease, we will not owe you a refund of any prepaid rent.

**TELEPHONE AND ELECTRONIC COMMUNICATIONS** – When we contact you about your box or this agreement, you agree and consent that we or a third party acting on our behalf may make telephone calls, leave messages, and/or send email or text messages to you at any telephone number(s) or email addresses you give to us or that we otherwise have for you, including wireless (cell phone) telephone numbers that could result in charges to you. Your communications service provider will deliver them to you as your agent. You agree and consent that we may monitor and record any telephone call or other communication between you and us. You agree that we may use any technology available to make telephone calls and/or send text messages to you, including but not limited to prerecorded/artificial voice messages and/or an automatic telephone dialing system. If you give us your email address, you agree that we may send electronic communications to you, including any communications or notices required under this agreement, instead of mail or other means, unless the law requires otherwise.

## IX. Funds Availability

### A. Policy Applicable to Business Checking Accounts

This policy applies to the following business checking accounts: Business Checking 100, Unlimited Business Checking, Unlimited Plus Business Checking, Community Business Checking, Fast Track Business Checking, Accelerated Business Checking, IOLTA and IOTA Checking accounts, Business Interest Checking and Non- Profit Interest Checking.

Our Funds Availability Policy helps determine when funds you deposit into your business checking account(s) with us will be available. Our policy is to make funds from your deposits available to you according to the type of deposit you make and the amount of time you have had a deposit account with us. Follow the steps below to determine the availability of your deposit. Unless otherwise indicated, this Funds Availability Policy does not apply to savings accounts, money market accounts, or certificates of deposit.

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

**STEP ONE:** Determine the day your deposit is received.

**STEP TWO:** Determine when funds are generally available.


**STEP THREE:** Review the “Longer Delays May Apply” section below which provides information about when other delays may impact when funds from check deposits become available.

#### 1. STEP ONE: DETERMINING THE DAY YOUR DEPOSIT IS RECEIVED

When determining the day your deposit is received, every day is a business day, except Saturdays, Sundays, and federal holidays.

##### a. Deposits Made With Our Branch Tellers or Huntington ATMs

- i. Cash deposits are considered received on the day of deposit, even if that day is not a business day.
- ii. Any other deposit made before our branch closes or before midnight CT at our ATMs, on a business day, is considered received that day. Otherwise, it is considered received the following business day.

(You can determine Huntington ATMs we own or operate by  or “Huntington” on the ATM screen).

##### b. Deposits Made With Our Huntington Night Depositories

If you make a deposit through one of our night depositories, the day your deposit is considered received by us is the business day we remove it from the night depository, so long as your deposit is accessible for processing (e.g., your bag with the deposit is not locked). This typically is the next business day after you make the deposit, but could be longer depending on the location of the night depository. Once received, availability of your deposit will be made in accordance with the information defined in Step Two below.

#### 2. STEP TWO: DETERMINING THE AVAILABILITY OF YOUR DEPOSIT

Once you have determined what day your deposit is received, you can determine when your funds will generally be available as shown below. Available funds may be used for all purposes we permit, including, for example, withdrawals in cash or used to pay checks and other items. Don't forget to check the LONGER DELAYS MAY APPLY SECTION (Step Three), which includes additional information that may impact the availability of your deposit.

##### a. Deposits Made With Our Branch Tellers or Huntington ATMs

- i. If you have been a checking, savings, or money market customer with us for longer than 30 days:
  - (1) **CASH Deposits:** The entire amount will be available the SAME DAY as the day we receive your deposit.
  - (2) **CHECK Deposits:** The entire amount will be available the NEXT BUSINESS DAY after the business day we receive your deposit.
- ii. If you have been a checking, savings, or money market customer with us for 30 days or less:
  - (1) **CASH Deposits:** The entire amount will be available the SAME DAY as the day we receive your deposit.
  - (2) **CHECK Deposits:** Generally up to \$500 (for checks not classified as “Other CHECK Deposits” below) will be available the NEXT BUSINESS DAY after the business day we receive your deposit. The remainder will be available the SECOND BUSINESS DAY after the business day we receive your deposit.
  - (3) **Other Check Deposits:** Checks drawn on The Huntington National Bank, U.S. Treasury checks, Federal Reserve Bank and Federal Home Loan checks, U.S. Postal Service money orders, State and Local Government Checks, cashier's, certified or teller's checks and Traveler's checks:
    - The entire amount of your deposit will be available on the NEXT BUSINESS DAY after the business day we receive your deposit.

##### b. Electronic Deposits

The entire amount of deposits received by wire transfers or other electronic deposits, such as ACH credits, will be available the SAME BUSINESS DAY your deposit is received.

##### c. Real Time Payments

The entire amount of deposits received by Real Time Payments (RTP) will be available the SAME CALENDAR DAY your deposit is received, even if that day is not a business day.

RTP® is a registered service mark of The Clearing House Payments Company L.L.C.

#### 3. STEP THREE: DETERMINING IF WE HAVE PLACED A HOLD ON YOUR DEPOSIT

##### a. 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, and this sub-section could apply to check deposits made to your savings or money market account. Depending on the type of check that you deposit, funds may not be available until the second business day after the business day of your deposit. However, at least the first \$225 of each day's total deposits may be available on the first business day after the business day of 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, when possible. 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 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, funds you deposit by check may be delayed for a longer period under the following circumstances:

- i. If we believe the check being deposited is uncollectible.
- ii. If you make deposits in any one day that exceed \$5,525.
- iii. If a check that has been returned unpaid is re-deposited.
- iv. If you have overdrawn your account repeatedly in the last six months.
- v. If there is an emergency such as failure of communications or computer equipment.
- vi. If you have been a checking, savings, or money market account customer with us for 30 days or less.

We will notify you if we delay your ability to withdraw funds for any of these reasons and tell you when you will be able to withdraw the funds. The delay in your ability to withdraw funds will generally not exceed seven (7) business days from the business day of your deposit.

#### b. Additional Terms to Consider

##### i. Huntington Mobile App

This Funds Availability Policy and the requirements of Regulation CC with respect to availability do not apply to deposits made through Huntington's mobile app to the extent that service is offered. Deposits made through Mobile Deposit must be received by us no later than 11:59 p.m. CT on any business day in order to be considered on that same day. Funds from these deposits will be available for withdrawal between the first and second business day after the day of deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion. Please refer to your Online Services Agreement for more information on mobile deposits.

##### ii. Holds 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 for withdrawal if it had been deposited to your Account.

##### iii. Checks That Are Returned to Us Unpaid and Processing

Please remember that even after we have made funds available to you, and you have withdrawn the funds, this doesn't mean that the check or other item you deposited has cleared or been paid by the paying bank. It's possible that the item may be returned to us even after significant time has passed since your deposit and you are still responsible for checks or other items you deposit that are returned to us unpaid and for any other problems involving your deposit.

## B. Policy Applicable to Commercial and Business Analyzed Checking

### 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 to your business or commercial account. (A money market or savings 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 CT, 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.

#### Availability of Real Time Payments

The entire amount of deposits received by Real Time Payments (RTP) will be available the same calendar day your deposit is received, even if that day is not a business day.

#### 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, 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.

Name \_\_\_\_\_ Date \_\_\_\_\_  
Address, City, State \_\_\_\_\_

Pay to the Order of \_\_\_\_\_ \$ \_\_\_\_\_ Dollars

Bank Name and Location \_\_\_\_\_

I: 000000000 I: **123456789** I: 00000000000 II

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 corresponds 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	0430	0442	0719	0759	2423	2441	2712	2750
0412	0432	0515	0720	2410	2430	2442	2719	2759
0420	0433	0519	0724	2412	2432	2515	2720	
0421	0434	0710	0740	2420	2433	2519	2724	
0422	0440	0711	0749	2421	2434	2710	2740	
0423	0441	0712	0750	2422	2440	2711	2749	

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 \$225 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 \_\_\_\_\_ Date \_\_\_\_\_  
Address, City, State \_\_\_\_\_

Pay to the Order of \_\_\_\_\_ \$ \_\_\_\_\_ Dollars

Bank Name and Location \_\_\_\_\_

I: **123456789** I: 0000000000 II

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, and this sub-section could apply to check deposits made to your savings or money market account. Depending on the type of check that you deposit, funds may not be available until the second business day after the business day of your deposit. However, the first \$225 of each business day’s total deposits usually may 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 \$5,525 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.
- If you have been a checking, savings, or money market account customer with us for 30 days or less.

