



**PERSONAL ACCOUNT
DISCLOSURES**

Effective October 12, 2021

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 account documents, which detail all of the specifics of our products and services, and contain important disclosures and terms and conditions that govern personal deposit accounts, including Certificates of Deposit and Individual Retirement Account Plans – one or more of which may apply to you. 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 Arbitration section on page 27). 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.

Changes in Personal Deposit Account Terms and Conditions

Your designated checking, money market, savings, certificate of deposit and individual retirement account(s) (“Deposit Account(s)”) will be governed by the applicable terms and conditions enclosed within The Huntington National Bank (“Huntington”) Personal Account Disclosures (“Huntington Personal Account Disclosures”) effective October 12, 2021. **The Huntington Personal Account Disclosures replace the TCF Bank Terms and Conditions of your Deposit Account(s) and all other disclosures previously provided to you for your TCF Deposit Account(s).**

The Welcome Letter, as well as the Personal Account Disclosures, serve as your Change in Terms notice. We have highlighted some of the differences between your current account terms and the new Huntington account terms. Please read the entire Huntington Personal Account Disclosures and all other account documents.

Checking, Savings and Money Market Accounts

- See pages 5 through 58 for the terms that will govern your checking, savings and money market accounts with us, including these highlighted terms. **The Account Documents are subject to an Arbitration Provision, which you should read carefully. If a dispute between you and us is arbitrated, the Arbitration Provision will substantially affect your rights, which means: (1) you and Huntington will not have the right to a jury or court trial to resolve the dispute; or (2) pursue a claim as a class action. You have the right to reject the arbitration agreement by giving written notice following the procedures within the section “Your Right to Reject” on page 27 of the Personal Account Disclosures. If you previously exercised your right to reject arbitration following the procedures in of TCF’s arbitration agreement, your arbitration reject will apply to your account(s) transferred to Huntington, and you do not need to take further action.**
- Authorized Signors will no longer be honored unless we receive a Power of Attorney or similar document. We do not have a duty to inquire or investigate the acts of your agents and are entitled to rely upon their instructions as if they are your own. If you would like an authorized signor, who is not a Power of Attorney or similar, to continue to have access to the account, you must add them as a joint owner on the account. Please review the “Joint Rights of Survivorship” section before adding a joint owner to your account.
- We have modified terms under “Making Deposits” including that night depositories are intended for business customers and should not be used by consumer customers. We provide ATMs to conduct transactions during or after business hours.
- We have modified notice terms regarding how you notify us of errors within the “Statements and Notices of Errors” terms and also to report unauthorized electronic funds transfers in the Electronic Funds Transfer Services” section.
- Huntington does not offer community property accounts or marital property accounts. If you previously had this account type, your account has now been changed to a joint account with rights of survivorship. Please see “Joint Ownership” for further details.

- We have modified the terms regarding pending transactions within “Special Rules for Pending Transactions”. We use authorization requests and other pending transactions made until 1:00 a.m. Eastern Time (ET) to determine the money available in your account to cover transactions.
- Please see our contact information to report unauthorized transactions or errors in “Errors, Questions and Reporting Unauthorized Transfers” for electronic funds transfers.
- We have added new terms under “Real Time Payments (RTPs)” that apply to Real-Time Payments we receive for credit to your Deposit Account(s) through the RTP Network.
- We have added new terms under “Early Pay” that govern our service called Early Pay.
- We have added or modified general contractual terms related to “Telephone and Electronic Communications,” “Adverse Claims,” “Illegal Transactions,” “Fraud,” “Language Preferences,” “Subaccounts,” “Limitations on Actions,” “Collections,” and “Document Retention.”
- Your Huntington account agreements 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 Deposit Account is located governs. Your Deposit Account is located in the branch where you opened your Deposit Account, and if you do not open your Deposit Account in a branch, your Deposit Account is located in Columbus, Ohio.

Certificate of Deposit (CD) Accounts

Your Certificate of Deposit (“CD”) will be governed by the terms of the Certificate of Deposit Account Agreement and Disclosure of Account Terms and Rules and Regulations (“Huntington CD Terms”) provided on page 59 of this document, which will be effective October 12, 2021. We have changed your early withdrawal penalty provision for your TCF CD. See “Early Withdrawal Penalty” for more information about early withdrawal penalties. Huntington does not offer community property accounts or marital property accounts. If you previously had this account type, your account has now been changed to a joint account with rights of survivorship.

Individual Retirement Accounts

Your Individual Retirement Account (“IRA”) will be governed by the terms of Individual Retirement Account Plan provided on page 72 of this document, which will be effective October 12, 2021.

Huntington’s Privacy Notice

Huntington’s Privacy Notice describes our policies and practices with respect to your personal information. Please read the notice carefully to understand these practices and your choices. In accordance with our Privacy Notice, Huntington shares your personal information for our everyday business needs to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus. We may also share your information with our affiliates for business purposes and for marketing purposes. To limit Huntington’s sharing or promotional offers from us, please call toll-free 1-800-537-0861, and use the menu prompts to make your choices.

Huntington Online Banking

Your online banking will be governed by the terms and conditions within The Huntington National Bank Online Services Agreement, which you can view at [huntington.com/onlineservicesagreement](https://www.huntington.com/onlineservicesagreement) effective October 12, 2021. We have highlighted some of the differences between your TCF online banking terms and the new Huntington online banking terms.

- The dollar amount and/or frequency of your per item, daily and monthly online transaction limits for transfers, bill pay and mobile deposit may have been changed or reduced. Your new transaction limits will display online when you initiate a transfer, bill payment or mobile deposit. We may limit the number or amount of transactions you can make online.
- Your online transfer, bill payment and mobile deposit cutoff times may have changed. Please view your cutoff times within online banking.
- For bill payments, we deduct the amount of your bill payment from your account on the date you scheduled your payment. Any payment made after our bill pay cut-off time or on a non-business day will be considered made the following business day.
- 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 at [huntington.com/Privacy-Security](https://www.huntington.com/Privacy-Security).

I. HUNTINGTON CONSUMER DEPOSIT ACCOUNT AGREEMENT

Key Definitions

Account

Deposit accounts such as checking, savings and money market accounts that you have with us.

Account Documents

Documents, in addition to and including this Agreement, provided to you such as rate sheets, disclosures, amendments or other documents that govern your Account and related products and services.

ACH

Funds transferred to or from your Account through the Automated Clearing House network.

Agreement

Huntington Consumer Deposit Account Agreement (this Agreement).

Automated Teller Machine (ATM)

A machine that allows customers to complete a variety of banking transactions without the help of a bank representative.

Business Day

Every day except Saturdays, Sundays and federal holidays.

Channel

The way in which we allow you to make a deposit, withdraw or transact with us, for example, ATMs, branches, online and mobile banking.

NSF/Return

A transaction that we return because you do not have enough money in your Account.

Overdraft

A transaction that results in a negative balance in your Account.

Pending Transaction

An ATM or debit card authorization that has not settled for final payment.

General Terms

1. CORRECTING ERRORS IN INFORMATION WE SHARE WITH CONSUMER REPORTING AGENCIES

If you believe any of the information we share with a consumer reporting agency is in error, please let us know. Write to us at: Huntington Customer Information Services, Consumer Reporting Agencies, P.O. Box 1558, EA4W25, Columbus, Ohio 43216. Please provide us with your complete name, current address, phone number and Social Security number. You will also need to include your account number, type of account, the specific item in dispute and other supporting documentation or information we reasonably require. You must tell us the reason you believe this information has been reported in error.

2. 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 your 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, email address, telephone number, PIN, or password.
- 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 online banking, alerts, and paperless statements to help monitor your accounts and keep your information secure.

3. 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, or any of the parties listed on your Account, 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

Our night depository is intended for business customers with large after-hours deposits and should not be used by consumer customers. We provide ATMs where you can conduct transactions during or after business hours. If you use our night depository you may only use it to make deposits or payments, and you will be responsible for any theft, missing, lost or late deposits or payments. If it is unclear to us what to do with your deposit or payment, we may credit it to any Account you have with us.

4. LIMITS, WITHDRAWALS AND CHECKS

a. Limits

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 all Accounts other than Estate Checking and Asterisk Free Checking Accounts. For savings and money market accounts, there will also be a limit 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 or close your Account. 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 1-800-480-BANK or by visiting a branch. 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.

5. 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 $1/365^{\text{th}}$ ($1/366^{\text{th}}$ 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 you close your Account before interest is paid for the statement period, we will pay you the accrued interest for that statement period. However, there may be circumstances under which minor adjustments may result in a small amount of accrued interest not being paid to you when you close your Account. When this happens, we may transfer this money to the state by following state unclaimed funds requirements. We may stop paying any interest on the account if you violate the transaction limits applicable to your Account. See "Limits on Transactions" in the Electronic Funds Transfer Services section. 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.

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.

6. 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. 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. For some fees, like the fee for non-Huntington ATM transactions, we may wait until the end of a statement cycle to add up the number of times the fee was assessed and aggregate the total into one charge.

7. 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.

As described below, when you open an account, you have a few choices to make about how you would prefer we handle overdraft protection and other overdraft options on your Account. You can change your choices anytime by visiting a branch or calling 1-800-480-BANK (2265).

b. Overdraft Protection

Overdraft Protection allows you to link any eligible checking account to another eligible deposit account (savings, money market account, personal 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 Personal Credit Lines

Transfers from an eligible savings or money market account or personal 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.

(3) Checking Reserve Account

Checking Reserve is an overdraft line of credit that requires a credit application and approval. An eligible checking account is tied to the Checking Reserve for overdraft protection. Each day that the balance in your checking account at the end of the day is overdrawn, the exact amount required to cover the overdraft balance is drawn from the Checking Reserve account (up to the amount of credit available) and transferred to your checking account to cover the overdraft balance. As long as there is an outstanding balance in the Checking Reserve account, any positive balance in your checking account at the end of the day will be automatically transferred to pay that Checking Reserve account balance until paid in full. Fees for Checking Reserve are shown in the Personal Account Charges Form and disclosed in the Checking Reserve Agreement.

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

c. Overdraft Options

You have certain additional choices you can make that will help determine if we may pay a transaction when there isn't enough money in your Account. You have two choices that you can make:

i. ATM and Debit Card Transactions (please see section XIV in this document for additional information)

You have an option to request that we authorize and pay ATM and Debit Card transactions when there is not enough money in your Account (Opt-In). You also have the option to request that we decline and don't pay these transactions (Opt-Out). Unless you tell us otherwise, the default election on your Account will be "Opt-Out" for ATM and Debit Card transactions.

(1) Opt-In

- If you Opt-In to our Overdraft Options for ATM and Debit Card transactions, you could incur Overdraft Fees and Extended Overdraft Fees.
- If Huntington elects not to overdraw your Account, your transaction could still be declined, but you will not incur a Return Fee.

(2) Opt-Out

- If you Opt-Out, transactions will likely be declined if you don't have enough money in your Account.
- You will not incur an Overdraft Fee, even if we pay a transaction into Overdraft.

ii. Checks, Electronic Payments, and Transfers

You have an option to request that we pay checks, electronic payments, and transfers when there is not enough money in your Account (Opt-In).

You also have the option to request that we don't pay these transactions (Opt-Out). Unless you tell us otherwise, the default election on your Account will be "Opt-In" for checks, electronic payments, and transfers.

(1) Opt-In

- If you Opt-In, you could incur Overdraft Fees and Extended Overdraft Fees.
- If Huntington elects not to overdraw your Account, your transaction will result in a Return Fee and/or additional fees from the merchant.

(2) Opt-Out

- If you Opt-Out, transactions will likely be returned when you don't have enough money in your Account which would result in a Return Fee from Huntington and/or additional fees from the merchant.
- You will not incur an Overdraft Fee.

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. We may take up to 3 Business Days to process your Opt-In or Opt-out election(s).

You may incur more overdraft fees from us when you opt in to your Overdraft options for ATM and Debit Card transactions. The Personal Account Charges Form not only explains fees, such as Overdraft Fees, Return Fees, and Extended Overdraft Fees, but also, the amount of each fee and when we charge them. Those Fees and terms are changed from time to time.

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.

8. 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, and your opt in/opt out preferences for overdraft protection services and overdraft options, 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, unless you have previously opted out of ATM and Debit Card transactions; 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. This may cause an Overdraft Fee if you have opted in to ATM and Debit Card transactions.

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.

Please keep any Notice of Insufficient Funds you receive to help align “Your ending amount of funds available after posting” with your periodic statement “Balance Activity” since your periodic statement does NOT reflect any of the “Outstanding Authorizations and Pending Transactions”. Your Notice of Insufficient Funds has a section entitled “How to Match Your Ending Amount of Funds Available After Posting to your Ending Statement Balance” to assist you with that determination.

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. We use pending credit made until 1:00 a.m. ET to determine the money available in your account to cover transactions. On the Notice of Insufficient Funds in the Account Summary, pending credits are labelled “ Plus: Outstanding Authorizations and Pending Transactions”.

9. 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:

- a. We post electronic transactions in chronological order by 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.
- b. We post checks in check number order, unless the check is cashed in the branch, in which case we post those checks first.
- c. We post other transactions in low-to-high order based on dollar amount within transaction 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.

10. 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.

11. STATEMENTS AND NOTICES OF ERRORS

NOTE: This section does not apply to transactions covered by the Electronic Funds Transfer Services terms in Section IV below

- a. Statements

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

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

Except as otherwise provided by applicable law 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) 480-2265; 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.

12. ACCOUNT OWNERSHIP

Account ownership is determined by the most current signature card for your Account. If we no longer use a signature card, the signature card 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.

a. Joint Ownership

i. General

- (1) When you open an account with at least one or more individuals, you open a joint Account and we may allow any joint owner to:
 - Make a deposit to your Account.
 - Pledge your entire Account or any portion of it to secure any of the obligations of any joint owner.
 - Withdraw from or conduct business on your Account.
 - Transfer ownership of your Account.
 - Authorize someone else to conduct business on your Account.
 - Close your Account.

- (2) We do not have to consider the source of money in your Account when we allow any joint owner to do any of these things.
- (3) You agree that any withdrawal by any joint owner is presumed to be for the benefit of each joint owner and that, when permitted by law or by the terms of the item, each joint owner may endorse the other's checks or other items for deposit.
- (4) If we believe there is a dispute between joint owners or if we receive inconsistent instructions from joint owners, we may suspend or close the Account, require a court order to act, and/or require that all joint 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.

ii. With 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 may be paid to any of them and the survivors will still have rights of survivorship. We may make any payments referred to in this paragraph regardless of the source of the funds in your Account.

iii. Impact to Joint Owners

Any money deposited in a joint Account by any joint owner is subject to being garnished or taken by the creditors of any joint owner, and is subject to our right of set-off, regardless of who received the money, or how it was received, prior to being deposited to your Account.

b. 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. You may be required to provide a copy of the trust Agreement or other document (such as a certification of trust) so that we can ensure appropriate authority of trustees. We act only as a custodian of the trust funds on deposit in your Account and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s).

c. Informal Trust Accounts

An informal trust Account (also known as an "in trust for" or "Totten Trust") is an Account owned by a trustee but without a written trust Agreement. The beneficiaries of an informal trust Account have no right to any funds in the Account while the trustee is alive. If the trustee dies, we will transfer the Account to the beneficiaries designated on the signature card or identified in our records.

d. Accounts Payable on Death

i. General

If your Account is "payable on death" ("POD") to one or more beneficiaries, the beneficiaries have no rights to your Account as long as you are alive. If

you want to change beneficiaries in the POD Agreement, all Account owners must sign a specific form that we will provide to you.

ii. Special Notice for Indiana Payable on Death Accounts

If you are an Indiana resident or are opening your account in Indiana, and you make a payable on death beneficiary designation, there is some information you need to know about that designation.

Special rules apply if you designate a beneficiary who is a lineal descendant of yours (in other words, a child, grandchild, or great-grandchild). If you designate a beneficiary who is a lineal descendant and that beneficiary does not survive you, that beneficiary's share of your account will pass to his or her lineal descendants in order.

- (1) For example: if your daughter is one of your beneficiaries and she does not survive you, then her share of your account will pass first to her children who survive you, and if none, then to her grandchildren who survive you. If she has no lineal descendants who survive you, then her share will pass to the remaining original beneficiary(ies) you designated. If there is no surviving original beneficiary, then her share will pass to your estate.
- (2) You have the right to void the above application of the law by putting the phrase "No LDPS" next to the beneficiary's name on the designation form. If you put the "No LDPS" designation next to a beneficiary's name and that beneficiary does not survive you, then his or her share of your account will pass to the remaining original beneficiary(ies) you designated. If there is no surviving original beneficiary, then his or her share will pass to your estate.
- (3) The "No LDPS" only applies to a beneficiary who is your lineal descendants. This means if you designate a spouse, friend, or nephew, for example, and he or she does not survive you, that beneficiary's share of your account will pass to the remaining original beneficiary(ies), regardless of any "No LDPS" designation. If there is no such surviving original beneficiary, then his or her share will pass to your estate.

e. Accounts for Minors

i. Uniform Transfers/Gifts to Minors Act Accounts

We may allow you to open an Account as a custodian for a minor under a state's Uniform Transfer/Gifts to Minors Act. The Account funds are for the exclusive right and benefit of the minor, and as a custodian, you can't take any action inconsistent with the minor's rights, for example, as the custodian, you cannot pledge the Account as collateral for any loan to you. These types of accounts may not be used for overdraft protection, and we may remove any linkage for overdraft protection without notice to you.

ii. Joint Minor Accounts

An account opened in the name of a minor jointly with an adult is treated as a joint account except that the adult is responsible for all transactions and other activity on the account. Any transaction or activity conducted by the minor after becoming an adult is an acceptance of all transactions and activity conducted during the time before the minor became an adult.

f. Power of Attorney

If you appoint an agent to conduct business for your Account, you must do so on a form acceptable to us. We may refuse to honor any power of attorney presented to us, refuse to recognize a successor agent at any time, whether or not the successor agent is specifically identified in the power of attorney and/or refuse to follow the instructions of an agent, subject to applicable law. The person you appoint as agent 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 agent, whether or not designated as an authorized signer on the signature card, is not an Account owner. We may rely on a power of attorney until we receive written notice from you that it has been revoked. We do not have a duty to inquire or investigate the acts of your agents.

g. 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.

h. Indemnity for Formal Trust and Minor Accounts

Adult accountholders of minor accounts, the trustee(s,) and/or any person opening a formal trust 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) or minor to perform transactions or in handling or dealing with your Account.

i. 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.

j. 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 pledgee.

13. DORMANT ACCOUNTS AND UNCLAIMED FUNDS

If there is no customer-initiated activity in your Account for a substantial period of time as defined by state law or us, we will treat your Account as being dormant.

Customer-initiated activity includes deposits or withdrawals related to your Account. If your Account becomes dormant, you agree that, unless prohibited by applicable law, we may charge dormant Account fees on your Account in addition to other charges. We may also stop sending you periodic statements or other information on your Account. If your Account becomes inactive for the period of time defined by applicable state law, we may be required to transfer the money in your Account to the state. If your Account becomes dormant, certain transactions may be restricted.

14. 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 consumer reporting agencies.

To the extent permitted by law, you agree that our right of set-off applies to all funds deposited into your Account. If you owe us money, we may take different collection actions based on a variety of factors, including how much money you owe us.

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 communication 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 or 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) 480-2265.
 - 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) 480-2265. 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) 480-2265. Message and data rates may apply from your carrier.

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 banking service, or when sent to the last known email address that we have for you. If you have a joint Account, notice to one of you is effective for all joint Account holders.

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. 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. Language Preferences

Account Documents are provided in English and the English versions govern our products and services. As a convenience only, we may make available some documents, Agreements, disclosures, etc. in languages other than English; however, this is simply a courtesy to you and if there is a discrepancy between an English and non-English document, the English version will apply.

e. 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.

f. 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.

g. No Waiver

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

h. Limitations on Actions

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

i. 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.

j. 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.

k. 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.

l. 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. FDIC PROVISIONS

a. Special Provisions for Accounts that qualify for Pass-Through Insurance

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.

b. NOTICE FOR CHECKING RESERVE OR OTHER LOAN ACCOUNTS

The Federal Deposit Insurance Corporation (“FDIC”) requires all banks to provide information to their customers regarding sweep features linked to deposit accounts if a bank fails and is taken over by the FDIC. If you have Checking Reserve or another loan with us, funds in your checking account are or may be swept out of your checking account in order to pay the balance of Checking Reserve or another loan 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. If the FDIC takes over the bank, funds swept from your checking account to Checking Reserve or another loan with us are not FDIC-insured, but the FDIC will recognize your claim for the reduction of the balance for Checking Reserve or other loan with us by the amount of the swept funds.

20. EARLY PAY

a. OVERVIEW

You may receive a direct deposit up to two days early with our service called Early Payday. We will not charge you a fee for this service.

b. ELIGIBILITY

Early Payday comes automatically if you have 1) a checking account with us, 2) a recurring qualifying direct deposit, and 3) provided us a valid email address. Savings and money market accounts and are not eligible for the Early Payday service. Qualifying direct deposits must be recurring (that is occur on a regular basis) and consistent of income or some other benefit, for example, social security or military benefits. It is in our discretion to identify which direct deposit will qualify for the Early Payday service. We may take up to 90 days to identify the recurring qualifying direct deposit but you could receive the service sooner.

c. HOW IT WORKS

The way it works is we receive notice of a recurring qualifying direct deposit, and we may advance you that money before the direct deposit is sent to us. Once the direct deposit is sent to us, we use (and you agree we can use) the funds we receive to pay back the funds we advanced before that money is transferred to your checking account. Because of this process, when we collect the money

advanced we will not (a) overdraw your checking account, (b) charge you an overdraft fee (because your account would not be overdrawn from this process), (c) close your checking account because of an overdraft or (d) try and collect more money than what was received by us. However, we will process a request, for example from your employer, to reverse a qualifying direct deposit, and that reversal may overdraw your checking account and result in a fee. Any dispute about this reversal or the qualifying direct deposit must be resolved directly between you and the party reversing the qualifying direct deposit.

d. UNENROLLMENT AND AVAILABILITY

We may cancel your Early Payday service at any time. We may not be able to provide you the Early Payday service if: (a) we are not provided a notice before the qualifying direct deposit is sent, (b) the direct deposit is not qualifying, recurring, or does not contain a description that identifies it as such, or (c) you no longer receive recurring qualifying direct deposits.

Because of these and other unanticipated circumstances, we cannot guarantee you will receive the Early Payday service.

Cancellation of Service

You can opt out of the Early Payday service at any time, by contacting your local branch or call our service center at (800) 480-2265 and ask to be removed from the Early Payday service. You may still receive the Early Payday service while we are processing your request to opt out.

Arbitration

THIS ARBITRATION PROVISION CONTAINS IMPORTANT INFORMATION ABOUT YOUR 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. The term “deposit account” means any deposit account or safe deposit box at The Huntington National Bank. 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 43272. Upon receipt of the Notice, we will credit one of your deposit accounts 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.

1. 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, on-line 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).

2. 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.

3. 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 43272

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.

4. CHOOSING THE ADMINISTRATOR

The party starting the arbitration proceeding must choose either the American Arbitration Association, www.adr.org, 800-778-7879 or JAMS, 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.

5. 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:

- a. There will be no right to try that Claim in court.
- b. There will be no jury trial on that Claim.

- c. There will be no discovery, except as allowed by the arbitration rules of the administrator or this Arbitration Provision.
- d. 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).
- e. Except as allowed by this Arbitration Provision and the Federal Arbitration Act, the arbitrator’s decision will be final and binding.
- f. Other rights that you or we would have in court may also not be available in arbitration.

6. 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.

7. LOCATION OF ARBITRATION

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 43272. 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.

13. 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.

14. 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.

Electronic Funds Transfer Services

This section includes the terms and conditions that apply to the electronic banking services or transactions we offer which include electronic transfers using your debit or ATM card, telephone transfers, and electronic payments or electronic deposits to your Account, by us or a third party.

BUSINESS DAYS: every day except Saturdays, Sundays and federal holidays.

1. ATM AND DEBIT CARDS

When you open your Account, we may issue you an ATM or Debit card (both referred to as a “Card”) at your request. ATM Cards are available for savings, checking and money market accounts. Debit cards are issued primarily for checking accounts. Any temporary card you receive is an ATM Card. If we issue you a Card, we will also issue you a Personal Identification Number (PIN) so that you can perform certain transactions that require a PIN. You will not write your PIN on your Card, share it with anyone and agree to protect your Card and PIN like you would protect your cash, checks or credit cards.

a. How You Can Use Your Card

i. You Can Use Your Card with your PIN at ATMs to:

- (1) Transfer funds
- (2) Withdraw cash
- (3) Make deposits (at Huntington-branded ATMs)
- (4) Conduct a balance inquiry
- (5) Obtain a mini-statement
- (6) Make a payment on a qualifying Huntington product

ii. You Can Use Your Card at Participating Merchants to:

- (1) Purchase goods or services
- (2) Withdraw cash from your Account in connection with the purchase of goods or services if the merchant allows, but you must use your PIN for these transactions

iii. You Can Use Your Debit Card at Participating Financial Institutions to:

- (1) Withdraw cash from your Account through a teller but you cannot use a PIN for these transactions

iv. The Following Limitations Apply to Your Card:

- (1) Your ATM Card cannot be used at:
 - participating merchants (unless you use your PIN) or;
 - to withdraw cash through a teller at other financial institutions
- (2) Your Debit Card cannot be used without a PIN at any merchant who does not accept MasterCard.

b. International Card Transactions

- i. If you use your card or card number for an international transaction and the transaction is in a currency other than U.S. Dollars, we will post the transaction to your Account in U.S. Dollars based on the applicable currency exchange rate used by Mastercard International. Mastercard’s currency conversion procedure 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.

- ii. There may be restrictions that prevent you from being able to use your card or card number for certain international transactions or for transactions involving certain countries.
- iii. We also charge an international transaction fee equal to 3% of the amount posted to your Account for any international transaction. The transaction is an international transaction if it's in a currency other than U.S. Dollars or if the network that presents the transaction to us processes it outside of the United States or its territories, or facilities (such as a U.S. military base, U.S. embassy or U.S. consulate).

2. ELECTRONIC TRANSFERS

You can send electronic payments or receive electronic deposits to or from your Account, if we permit it and if processed through the processing networks that we use. If we receive notice that an electronic deposit was sent by mistake, or was intended for another customer or account, we may deduct the amount of that deposit from your Account.

3. ONLINE AND MOBILE BANKING

You may use our Huntington Mobile app or online services to obtain your Account information, transfer funds between your qualifying Huntington accounts or make a payment to a qualifying Huntington product.

4. TELEPHONE BANKING

You may use our automated telephone services or speak to a telephone representative to obtain your Account information, transfer funds between your qualifying Huntington accounts or make a payment to a qualifying Huntington loan or credit card.

5. ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your check to:

- a. Pay for purchases.
- b. Pay bills.

6. TRANSACTION LIMITS

- a. You must have enough available money in your Account to complete transactions permitted by the Account Documents.
- b. For security reasons we have established limits on the dollar amount and frequency of Card transactions.
- c. You can obtain up to a total of \$400 each day per Card for cash withdrawals at ATMs or cash withdrawals or purchases using a PIN-based Debit Card transaction. Higher limits may be available upon request and approval.
- d. Transfers (including withdrawals) from your savings or money market accounts are limited by federal law. You will not make more than six (6) transfers during

a calendar month for savings accounts or a statement period for money market accounts. This includes preauthorized or automatic transfers and transfers made by telephone, check, debit cards or similar order payable to third parties (but does not include transfers made through a teller or ATM). If you exceed these limits, we may refuse to permit the additional transfers, terminate your preauthorized, automatic, or third party transfer and payment privileges, close your Account or convert your Account to one that doesn't limit withdrawals.

7. ERRORS, QUESTIONS AND REPORTING UNAUTHORIZED TRANSFERS

a. Contacting Us About Errors and Questions

i. Reporting: How, When, Where and What:

- (1) Call us or write to us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction. You may call our toll-free number, (800) 480-2265, or write to The Huntington National Bank, GW4W61 P.O. Box 1558, Columbus, Ohio 43216.
- (2) We must hear from you no later than 60 days after we sent (or made available) the FIRST statement on which the problem or error appeared. Please provide the following information:
 - Your name and account number (if any).
 - A description of the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - The dollar amount and the date of the suspected error.

NOTE: If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it within ten (10) business days.

ii. Our Investigation:

- (1) Timing: We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly.
- (2) Provisional (i.e. Temporary) Credits: If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we are not required to provisionally credit your Account.
- (3) New Accounts: For errors involving new Accounts, we may take up to 90 days to investigate your complaint or question and we may take up to 20 business days to provisionally credit your Account for the amount you think is in error. For purposes of this section, your Account would be a new Account if the error occurs within 30 days after the first deposit to the Account was made.
- (4) Point-of-Sale Debit Card and International Transactions: For errors involving point-of-sale debit card and international transactions, we may

take up to 90 days to investigate your complaint or question.

- (5) Notice of Results: We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation and you may ask for copies of the documents that we used in our investigation.

b. Contacting Us About Unauthorized Electronic Transfers

- i. Checking/Savings/Money Market: If you believe that an unauthorized electronic banking transaction has been made from any of your Accounts, call us at (800)-480-2265, or write to The Huntington National Bank, GW4W61 P.O. Box 1558, Columbus, Ohio 43216.
- ii. You must notify us immediately if you believe your Account number, Card, PIN, access number, or other secret code has been lost or stolen or used without your authorization. Call us at (800)-480-2265, or write to The Huntington National Bank, GW4W61 P.O. Box 1558, Columbus, Ohio 43216. You may also notify us immediately of lost or stolen card by logging into your online account at **huntington.com** or through the Huntington Mobile app.

8. STATEMENTS AND RECEIPTS

a. Statements

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. Receipts

We will give you a receipt, or the option to get a receipt, for certain electronic banking transactions. These include deposits, withdrawals, transfers or payments that are performed at an ATM, or participating merchant. Participating merchants may also provide you with a receipt for electronic banking transactions you authorize with them.

9. FEES

Our fees for the transactions covered by this section are described in the Account Documents, in the Personal Account Charges Form for the type(s) of account(s) you have, or in a separate schedule (which we will provide to you).

10. STOPPING CERTAIN ELECTRONIC PAYMENTS

- a. If you have arranged to make preauthorized recurring electronic payments from any of your Accounts, you can stop any of these Payments by calling us at (800) 480-2265, or writing to The Huntington National Bank, GW4W61 P.O. Box 1558, Columbus, Ohio 43216, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made.

- b. 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 a stop-payment fee for each stop-payment order you give.
- c. If you order us to stop any of these payments three (3) business days or more before the payment 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. 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 service.

11. VERIFYING CERTAIN ELECTRONIC DEPOSITS

If you have arranged to have preauthorized recurring electronic deposits made to any of your Accounts at least once every 60 days from the same person or company, you may review your online account information through **huntington.com** or the Huntington Mobile app, or call toll free (800) 480-2265 to find out whether or not the deposit has been made. When you call, we will ask for reasonable identification. All deposits and payments are subject to certain verification procedures.

12. NOTICE OF VARYING AMOUNTS

If you have arranged for preauthorized recurring electronic payments that may vary in amount to be made from any of your Accounts, the person or company you are going to pay will tell you, at least 10 days before each payment is scheduled to be made, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

13. AUTHORIZATION GIVEN TO OTHERS

We don't recommend you share your Card, PIN, secret code or other access device with anyone. Anyone to whom you have given your Card, PIN, secret code or other access device can perform electronic banking transactions to or from your Accounts even if that person exceeds your authority. You are liable for all transactions that you make or authorize. This is true even if the person you authorize exceeds your authority. If you have given (or authorized us to give) another person your Card, secret code, access device, or PIN and you want to terminate that other person's authority, you must notify us that transactions by that person are no longer authorized. We must have a reasonable time to act on your notice after we receive it. To notify us, call us toll free at (800) 480-2265, or write to The Huntington National Bank, GW4W61 P.O. Box 1558, Columbus, Ohio 43216.

14. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

- a. Tell us AT ONCE if you believe your Card, PIN, access code or other secret code has been lost or stolen or used without your authority or if you believe that an unauthorized electronic banking transaction has been made from your Account. See the "Errors, Questions and Reporting Unauthorized Transfers" section above for how to contact us. Calling us is the best way to reduce your potential losses. You could lose all the money in any Account(s) that can be accessed with your

card or PIN, plus all the money in any other Account that is linked for overdraft protection or the maximum overdraft line of credit that you may have on any Account(s).

- b. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Card, access code, and/or PIN without your permission.
- c. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, access code and/or PIN, and we can prove we could have stopped someone from taking the money without your permission if you had told us, you could lose as much as \$500.
- d. Check your statement: If your statement shows electronic transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- e. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- f. There is a special liability rule for Debit Card merchant transactions. If someone uses your card and/or PIN without your authority for a Debit Card merchant transaction, you will have no liability for that transaction unless we determine that you were grossly negligent in the handling of your Account, in which case the liability rules described above in this section will apply.

15. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not complete an electronic banking transaction from your Account (that is covered by this Electronic Banking Services section) on time or in the correct amount, we will be liable for your losses or damages unless an exception applies such as:

- a. Due to no fault of ours, you do not have enough money or credit in your Account to make the transaction, or if the account has been closed or is not in good standing.
- b. The transaction would go over the credit limit of any overdraft line or credit card account you may have with us.
- c. The equipment or system is temporarily out of service, closed for maintenance or is not working properly, and you knew about this when you started the transaction.
- d. A merchant or other third party refused to honor your card.
- e. The money in the Account you are accessing is subject to legal process or other claim restricting the transaction.
- f. You have not properly followed our instructions or if you provide us with wrong or inaccurate information.
- g. Circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions we have taken.

16. DISCLOSURE TO OTHERS

Information about your Accounts may be disclosed as follows:

- a. To investigate or control fraud, security or similar risks.
- b. To investigate disputes or inquiries you initiate.
- c. To consumer reporting agencies.
- d. In connection with audits or any sale or transfer of your Accounts or a Huntington company or division.
- e. To help complete a transaction you initiate, including information requested to verify the existence or condition of an Account.
- f. When disclosure is required by law or to protect or enforce our rights.
- g. To comply with government agency examination or investigation.
- h. To companies that perform services for us in connection with your Accounts, such as data processing and software companies and collection agencies.
- i. With your consent.
- j. As allowed by our Privacy Notice.

17. TERMINATING ELECTRONIC FUNDS TRANSFER SERVICES

- a. We can terminate some or all of the services we provide under these terms and conditions at any time. NOTE: Temporary ATM Cards automatically terminate 21 days after issued.
- b. You can terminate any Electronic Funds Transfer Services by calling us and requesting us to revoke your access.

18. REAL TIME PAYMENTS (RTPs)

The following additional terms apply to any RTPs we receive for credit to 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 <https://www.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 Consumer 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 Consumer Deposit Account Agreement, the RTP Operating Rules shall govern. By not returning RTP payments received for credit into your Account, you are agreeing that the RTP Operating Rules apply to and are binding upon you. The terms “Sender”, “Receiver”, “Sending Participant” and “Receiving Participant” as used herein are defined in the RTP Operating Rules.

- a. RTP payments into your Account are settled within seconds of 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, please contact us at our toll-free number (800) 480-2265. While we may attempt to assist in the rejection of an RTP payment, we will have no liability for our failure to do so.

- c. A Sender may request that you return funds sent through the RTP Network. If we receive such a request, we may attempt to contact you, but we will have no liability for failure to do so, or for failure to resolve any dispute. Any dispute between you and a Sender must be resolved directly between you and the Sender.
- d. All Sender and Receiver accounts used for RTP must be located within the United States. If you receive a payment on behalf of someone else, the person on whose behalf you are acting on must be a resident or otherwise domiciled in the United States. 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.

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

Funds Availability Policy

Our Funds Availability Policy helps you determine when funds you deposit into your Huntington consumer checking account(s) will be available to you. 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, certificates of deposit or IRAs.

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:
Our night depository is intended for business customers with large after-hours deposits and should not be used by consumer customers. We provide ATMs where you can conduct transactions during or after business hours. 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.

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.
 - If you have been a checking, savings, or money market account customer with us for 30 days or less, you will need a special deposit slip with your State and Local Government Checks, cashier's checks, certified checks, or teller's checks in order for that deposit to be available the NEXT BUSINESS DAY. Otherwise those deposits will

be available the SECOND BUSINESS DAY after the business day we receive your deposit. You can obtain a special deposit slip at any of our branches.

b. Electronic Deposits:

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

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 Federal Reserve Board Regulation CC do not apply to deposits made through Huntington's mobile app. 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.

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.

Substitute Checks and Your Rights

1. WHAT IS A SUBSTITUTE CHECK?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

2. WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, non-sufficient fund fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled

to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

3. HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at 1-800-480-2265 or stop by your nearby Huntington banking office. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- a. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- b. An estimate of the amount of your loss;
- c. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- d. A copy of the substitute check or the following information to help us identify the substitute check:
 - i. Account Number
 - ii. Check Number
 - iii. Amount
 - iv. The name of the person, business or organization to whom you wrote the check.

II. PERSONAL ACCOUNT CHARGES FORM FOR PERSONAL CHECKING ACCOUNTS

Asterisk-Free Checking® Account

[Revised July 2021]

Everyday Transactions

- Monthly Maintenance Fee None
- Huntington ATM withdrawals, transfers and mini-statements. None
- Each non-Huntington ATM transaction; plus any fee charged by ATM owner. \$3
- Each Huntington ATM extended statement \$2
- 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 owner. Exchange rate may affect posted amount.
- Statements (delivered electronically or mailed). Free
- Ordering ChecksVaries on style of check
- Minimum Deposit to Open None
- Interest Bearing.No

Everyday Account Management

Overdraft Protection Plan Transfer Fees

- Deposit to Deposit None
Transfer from a linked savings or money market deposit account.
- Credit Card. None
Transfers will be treated as Cash Advances with no grace period and subject to the Cash Advance APR.
- Personal Credit Line None
Transfers subject to Personal Credit Line APR with no grace period.
- Checking Reserve Account \$12
Monthly participation fee charged to your checking reserve account.

Please see the ‘Overdraft and Return Fees and Additional Services from Huntington’ Section for important overdraft and return fee information that also applies to your account.

Huntington 5® Interest Checking

[Revised July 2021]

Everyday Transactions

- Monthly Maintenance Fee \$5
Fee waived for each monthly statement period where your Total Relationship Balance¹ is at least \$5,000. See “Total Relationship Balance” section for details.
- Huntington ATM withdrawals, transfers and mini-statements. None
- Each non-Huntington ATM transaction; plus any fee charged by ATM owner (see details for non-Huntington ATM cash withdrawal waiver). \$3
- Each Huntington ATM extended statement \$2
- 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 owner. Exchange rate may affect posted amount.
- Statements (delivered electronically or mailed). Free
- Ordering Checks Varies on style of check
- Non-Huntington ATM Cash Withdrawal Fee Waiver Up to 5
The first 5 non-Huntington ATM Cash Withdrawal fees assessed by Huntington during the statement period will be waived, and on the same transaction(s) Huntington will reimburse you for Cash Withdrawal fees charged by the owner of a non-Huntington ATM.
After the first 5, \$3.00 for each non-Huntington ATM cash withdrawal; plus any other fee charged by the ATM owner. Waiver and reimbursement does not include any other fee charged by the ATM owner for other transactions (for example, a balance inquiry), and such fees may be included as part of the withdrawal amount.
- Minimum Deposit to Open None
- Interest Bearing. Yes

Everyday Account Management

Overdraft Protection Plan Transfer Fees

- Deposit to Deposit None
Transfer from a linked savings or money market deposit account.
- Credit Card. None
Transfers will be treated as Cash Advances with no grace period and subject to the Cash Advance APR.
- Personal Credit Line None
Transfers subject to Personal Credit Line APR with no grace period.
- Checking Reserve Account \$12
Monthly participation fee charged to your checking reserve account.

Please see the ‘Overdraft and Return Fees and Additional Services from Huntington’ Section for important overdraft and return fee information that also applies to your account.

1Total Relationship Balance

You can avoid the monthly maintenance fee for any statement period on this account when you keep a total relationship balance of at least \$5,000 in eligible deposits held directly with us or investments made through our affiliate, The Huntington Investment Company. Eligible deposits are this account and any other checking, money market, savings, certificate of deposit (CD), and individual retirement (IRA) accounts owned by you. Eligible investments are those in your name which The Huntington Investment Company reports to our deposit system for inclusion in the total relationship balance, and generally include investments (both IRA and non-IRA) held in brokerage accounts and certain direct investments in mutual funds and annuities, as well as retail life insurance products. We figure the total relationship balance each month by adding the qualifying balances, as we determine them, for all of your eligible accounts to the average daily balance of this checking account for the monthly 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.

High Value Checking

[Revised July 2021]

Everyday Transactions

- Monthly Maintenance Fee \$10
This fee is waived:
 - *When you maintain an average daily balance of at least \$1,500 in your checking account for each statement cycle. We calculate your average daily balance by totaling the balances in your account from the end of each day in your statement cycle, and dividing that amount by the number of days in the statement cycle. However, for new accounts or closed accounts, we only count the number of days that the account was open during the statement cycle for purposes of determining the average daily balance.*
 - *When you maintain a Total Relationship Balance¹ of at least \$10,000 for each monthly statement cycle.*
- Huntington ATM withdrawals, transfers and mini-statements. None
- Each non-Huntington ATM transaction; plus any fee charged by ATM owner. None
- Each Huntington ATM extended statement \$2
- 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 owner. Exchange rate may affect posted amount.
- Statements (delivered electronically or mailed). Free
- Ordering Checks Varies on style of check

- Minimum Deposit to Open None
- Interest Bearing. Yes

Everyday Account Management

Overdraft Protection Plan Transfer Fees

- Deposit to Deposit None
Transfer from a linked savings or money market deposit account.
- Credit Card. None
Transfers will be treated as Cash Advances with no grace period and subject to the Cash Advance APR.
- Personal Credit Line None
Transfers subject to Personal Credit Line APR with no grace period.
- Checking Reserve Account \$12
Monthly participation fee charged to your checking reserve account.

Please see the ‘Overdraft and Return Fees and Additional Services from Huntington’ Section for important overdraft and return fee information that also applies to your account.

¹Total Relationship Balance

Your Total Relationship Balance can qualify you for waiver of certain fees on an applicable checking account (the “qualifying checking account”) by giving you credit for other consumer deposit accounts, installment loans, credit cards, Personal Credit Lines, and investment accounts you have with us. “Installment loans” are loans we book on our installment loan system, such as auto loans. We link the qualifying checking account with any qualifying consumer deposit accounts, installment loans, credit cards, Personal Credit Lines, and investment accounts in response to your request for us to do so. We call these linked accounts your Total Relationship Accounts. Any account that is so linked will appear on your qualifying checking account statement. We call this statement your Total Relationship Statement.

As detailed below, three kinds of balances make up your Total Relationship Select Balance.

First, your Total Relationship Select Balance for any monthly Total Relationship Statement period includes the sum of the balances for each of your Total Relationship Deposit Accounts, determined in the following manner:

For your qualifying checking accounts, money market accounts, and savings accounts that are Total Relationship Accounts, we use (depending on the type of account) either the average daily balance or the low balance in each of these accounts for the Total Relationship Statement period. Please note - We calculate your average daily balance by totaling the balances in your account from the end of each day in your statement cycle, and dividing that amount by the number of days in that statement cycle. However, for new accounts or closed accounts, we only count the number of days that the account was open during the statement cycle for purposes of determining the average daily balance.

For your certificate of deposit accounts and individual retirement accounts that are Total Relationship Accounts, we use the balances in each of these accounts as of the close of business on the day before the date of the Total Relationship Statement.

Next, your Total Relationship Select Balance includes for any monthly Total Relationship Statement period the sum of the outstanding balances of any installment loans, credit cards and Personal Credit Lines, determined in the following manner:

For your installment loans that are Total Relationship Accounts, we use the outstanding principal balances as of the day that precedes the date of your Total Relationship Statement each month.

For your credit cards and Personal Credit Lines that are Total Relationship Accounts, the outstanding balances on these accounts are checked on a designated day once every week. This designated day is a "Balance Check Day." We use the balance from the most recent Balance Check Day that precedes the date of the Total Relationship Statement.

Finally, the Total Relationship Select Balance for any monthly Total Relationship Statement period includes the sum of the balances in any qualifying investment account (held through NFS) or annuity purchased through The Huntington Investment Company. Your investment balances are determined in the following manner:

The balances in each of these accounts are checked on a designated day once each week. This designated day is a "Balance Check Day." We use the balance from the most recent Balance Check Day that precedes the date of the Total Relationship Statement.

You should carefully consider the investment objectives, potential risks, management fees, and charges and expenses of the Fund before investing. The Fund's prospectus contains this and other information about the Fund, and should be read carefully before investing. You may obtain a current copy of the Fund's prospectus by calling 1-800-253-0412. Past performance is no guarantee of future results. The investment return and principal value of an investment in the Fund will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost.

Investment and insurance products and services are offered through The Huntington Investment Company, Registered Investment Advisor, Member FINRA/SIPC, and a wholly owned subsidiary of Huntington Bancshares Incorporated.

Investment and insurance products are: **NOT A DEPOSIT • NOT FDIC INSURED • NOT GUARANTEED BY THE BANK • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • MAY LOSE VALUE.**

Private Client Account

[Revised July 2021]

Everyday Transactions

- Monthly Membership Fee \$50
This fee is waived if you maintain any of the following:
 1. An average daily balance of at least \$50,000 in this or any other PCA owned by you during your monthly statement period.
 2. A Total Relationship Deposit Balance of at least \$100,000.

3. Total Relationship Balance of at least \$500,000. See Total Relationship Balance for details.¹

- Huntington ATM transactions, transfers and mini-statements None
- Each non-Huntington ATM transaction; plus any fee charged by ATM owner
(see details for non-Huntington ATM cash withdrawal waiver). None
- Each Huntington ATM extended statement None
- International Transactions. None
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 owner. Exchange rate may affect posted amount.
- Ordering Checks Free – No fee for any style you choose
- Non-Huntington ATM Cash Withdrawal Fee Waiver Unlimited
Non-Huntington ATM Cash Withdrawal fees assessed by Huntington will be waived, and on the same transaction(s) Huntington will reimburse you for Cash Withdrawal fees charged by the owner of a non-Huntington ATM. Waiver and reimbursement does not include any other fees charged by the owner of a non-Huntington ATM for other transactions (for example, a balance inquiry), and such fees may be included as part of the withdrawal amount.
- Minimum Deposit to Open None
- Interest Bearing. Yes

Everyday Account Management

Overdraft Protection Plan Transfer Fees

- Deposit to Deposit None
Transfer from a linked savings or money market deposit account.
- Credit Card. None
Transfers will be treated as Cash Advances with no grace period and subject to the Cash Advance APR.
- Personal Credit Line None
Transfers subject to Personal Credit Line APR with no grace period.
- Checking Reserve Account None
Monthly participation fee charged to your checking reserve account.

Overdraft and Return Fees

- Overdraft Fee None
Fee charged if we allow transactions to go through even though you don't have enough money in your account. Examples are overdrafts caused by check, in-person withdrawal, debit card purchase, ATM withdrawal or other electronic means.
- Return fee None
Fee charged when you don't have enough money in your account and we return an item (for example, a check is "bounced" or a transaction is returned unpaid). Examples are return of checks and transfers, or withdrawals by electronic means.

- Extended overdraft fee None
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.

ATM & Debit Card Transactions

We generally won't authorize ATM or debit card transactions when you don't have enough money available in your account unless you opt in to overdraft options for ATM and Debit card transactions. Learn more at huntington.com/disclosures/regeoddisclosure.pdf.

Other Types of Transactions

You have the option to request that we pay or return check or ACH transactions when there is not enough money in your Account. This election is separate from your opt-in or opt-out choice for ATM and Debit card transactions.

Remember, the decision to pay, return, or decline any transaction is at our discretion regardless of the elections you make.

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.

Other Services from Huntington

- Stopping Payment None
Each request to stop a payment.
- Return Deposit Item None
Each item you deposit that is rejected by another financial institution and returned to us.
- Foreign Currency Fee None
Fee for depositing or ordering foreign currency; exchange rates will apply.
- Expedited Delivery (of your debit or ATM card) None

- Cashier Check (per check). None
- Wire Transfer
 - Internal. None
 - Each outgoing wire from a Huntington account to a Huntington account.*
 - Domestic Incoming. None
 - Foreign/International Incoming None
 - Domestic Outgoing. \$25
 - Foreign/International Outgoing \$75
- Image Statement None
Each periodic statement with images of cleared checks
- Document Copies (per request) None
- Dormant Account None
Per month charge if account is inactive for 12 months; waived if you have at least a \$50 balance after adding all of your personal deposit account balances with us or for minor accounts. Not charged for accounts in FL.

1Total Relationship Balance

1. **Balance in your PCA of at least \$50,000.** You can avoid the monthly membership fee for any statement period when you maintain at least an average daily balance of \$50,000 in this or any other PCA owned by you.
2. **Total Relationship Deposit Balance of at least \$100,000.** You can avoid the monthly membership fee for any statement period when you maintain a Total Relationship Deposit Balance of at least \$100,000. Eligible deposits for the Total Relationship Deposit Balance are this account and any other checking, money market, savings, or certificate of deposit (CD) account(s) owned by you. We figure the Total Relationship Deposit Balance each month by adding the qualifying balances, as we determine them, for all of your eligible deposit accounts to the average daily balance of this checking account for the monthly statement period.
3. **Total Relationship Balance of at least \$500,000.** You can avoid the monthly membership fee for any statement period when you maintain a Total Relationship Balance of at least \$500,000. Eligible deposits and investments for the Total Relationship Balance include deposits held directly with us or investments made through our affiliate, The Huntington Investment Company. Eligible deposits are this account and any other checking, money market, savings, certificate of deposit (CD), and individual retirement (IRA) accounts owned by you. Eligible investments are those in your name which The Huntington Investment Company reports to our deposit system for inclusion in the Total Relationship Balance, and generally include investments (both IRA and non-IRA) held in brokerage accounts and certain direct investments in mutual funds and annuities, as well as retail life insurance products. We figure the Total Relationship Balance each month by adding the qualifying balances, as we determine them, for all of your eligible accounts to the average daily balance of this checking account for the monthly 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.

Premier Money Market Account

[Revised July 2021]

Everyday Transactions

- Monthly Minimum Balance Fee \$10
Fee waived when you maintain an average daily balance of at least \$2,000 in your money market account for each statement cycle.
We calculate your average daily balance by totaling the balances in your account from the end of each day in your statement cycle, and dividing that amount by the number of days in that statement cycle. However, for new accounts or closed accounts, we only count the number of days that the account was open during the statement cycle for purposes of determining the average daily balance.
- Huntington ATM transactions, transfers, and balance inquiry None
- Each non-Huntington ATM transaction; plus any fee charged by ATM owner. \$3
- Each Huntington ATM extended statement \$2
- Each Huntington ATM mini-statement \$1
- 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 owner.
- Statements (delivered electronically or mailed). Free
- Ordering Checks Varies on style of check

Please see the 'Overdraft and Return Fees and Additional Services from Huntington' Section for important overdraft and return fee information that also applies to your account.

Relationship Money Market Account

[Revised July 2021]

Everyday Transactions

- Monthly Minimum Balance Fee \$25
Avoid the fee when the total average daily balance is at least \$25,000 or you own an eligible checking account.
We calculate your average daily balance by totaling the balances in your account from the end of each day in the applicable statement period (the calendar month, if you receive quarterly statements, or the statement cycle, if you receive monthly statements) 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.

An eligible checking account is owned by you and includes Huntington 5 Checking, Huntington 25 Checking, or Personal Client Account.

- Huntington ATM transactions, transfers, and balance inquiry None
- Each non-Huntington ATM transaction; plus any fee charged by ATM owner. \$3
- Each Huntington ATM extended statement \$2
- Each Huntington ATM mini-statement \$1
- 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 owner.
- Excess Debit Fee \$2
Fee for each withdrawal or transfer (excluding ATM transfers, telephone transfers, Internet Banking transfers, and transfers to installment loans) in excess of six (6) per calendar month, if you receive quarterly statements, or six (6) per statement cycle, if you receive monthly statements.
- Ordering Checks Varies on style of check
- Statements (delivered electronically or mailed). Free
- Minimum Deposit to Open \$25,000
- Interest Bearing. Yes

Please see the ‘Overdraft and Return Fees and Additional Services from Huntington’ Section for important overdraft and return fee information that also applies to your account.

Premier Savings Account

[Revised July 2021]

Everyday Transactions

- Monthly Minimum Balance Fee \$4

Avoid the fee when the total average daily balance is at least \$300 or you own an eligible checking account.

We calculate the average daily balance by totaling the balances in your account from the end of each day in the applicable statement period (the calendar month, if you receive quarterly statements, or the statement cycle, if you receive monthly statements) 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.

An eligible checking account is owned by you and includes Asterisk-Free Checking, Huntington 5 Checking, Huntington 25 Checking, or Personal Client Account.

- Huntington ATM transactions, transfers and balance inquiries None

- Each non-Huntington ATM transaction; plus any fee charged by the ATM owner \$3

- Each Huntington ATM mini-statement \$1

- 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 owner.

- Excess Debit Fee \$2

Fee for each withdrawal or transfer (excluding ATM transfers, telephone transfers, Internet Banking transfers, and transfers to installment loans) in excess of six (6) per calendar month if you receive quarterly statements, or six (6) per statement cycle, if you receive monthly statements.

- Statements (delivered electronically or mailed). Free

- Minimum Deposit to Open \$50

- Interest Bearing. Yes

Overdraft and Return Fees and Additional Services from Huntington

The following section contains important information about Overdraft and Return Fees, as well as additional services that apply to Asterisk Free Checking, Huntington 5 Interest Checking, High Value Checking, Premier Money Market Account, Relationship Money Market Account, and Premier Savings Account.

Overdraft and Return Fees

Overdraft Fee Fee charged if we allow transactions to go through even though you don't have enough money in your account.	\$36.00	Per overdraft item. No overdraft fees unless final account balance for the day is overdrawn by more than \$50. Limit of 4 overdraft fees per day. Examples are overdrafts caused by check, in-person withdrawal, debit card purchase, ATM withdrawal or other electronic means.
Return Fee Fee charged when you don't have enough money in your account and we return an item (for example, a check is "bounced" or a transaction is returned unpaid).	\$36.00	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.
Extended Overdraft Fee <i>(This does not apply to Premier Savings Accounts)</i>	\$25.00	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.

Remember, 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.

ATM & Debit Card Transactions

We generally won't authorize ATM or debit card transactions when you don't have enough money available in your account unless you opt in to overdraft options for ATM and Debit card transactions. Learn more at [huntington.com/disclosures/REGEOODDISCLOSURE.pdf](https://www.huntington.com/disclosures/REGEOODDISCLOSURE.pdf).

See your Account Documents under “Special Rules for Pending Transactions” for an explanation of how ATM and debit card transactions impact when we charge Overdraft Fees or Return Fees.

Sometimes, even if you have opted out of ATM and Debit card transactions, those transactions may cause an overdraft in your account even if there is not enough money available. In that case, we will NOT charge an Overdraft Fee. As a result, you may incur more Overdraft Fees from us when you opt in to overdraft options for ATM and Debit cards.

Other Types of Transactions

You have the option to request that we pay or return check or ACH transactions when there is not enough money in your Account. This election is separate from your opt-in or opt-out choice for ATM and Debit card transaction.

Remember, the decision to pay, return, or decline any transaction is at our discretion regardless of the elections you make.

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.

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

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 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.

Other Services from Huntington

- Stopping Payment \$31
Each request to stop a payment.
- Return Deposit Item \$10
Each item you deposit that is rejected by another financial institution and returned to us.
- Foreign Currency Fee \$8
Fee for depositing or ordering foreign currency; exchange rates will apply.
- Expedited delivery of your debit or ATM card \$25
- Cashier Check (per check). \$6
- Wire Transfer
 - Internal \$10
Each outgoing wire from a Huntington account to a Huntington account.
 - Domestic Incoming \$15
 - Foreign/International Incoming \$15
 - Domestic Outgoing \$25
 - Foreign/International Outgoing \$75
- Image Statement \$2
Each periodic statement with images of cleared checks.

- Document Copies (per request) \$5
- Garnishment \$75
Maximum amount that will be charged for processing a garnishment order.
- Dormant Account \$5
Per month charge if account is inactive for 12 months; waived if you have at least a \$50 balance after adding all of your personal deposit account balances with us or for minor accounts. Not charged for accounts in FL.

III. 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 your certificate of deposit account with us. These Rules and Regulations replace any prior rules and regulations or account agreement for your existing account.

At account opening you may have received 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, 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 base 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:

- $1/365$ th ($1/366$ th in a leap year) of the annual interest rate for each day for fixed-rate accounts, stepped-rate accounts and linked accounts.
- $1/360$ th 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 1 year or less. Interest will be compounded annually for public funds if the account has a term greater than 1 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.

IV. INDIVIDUAL RETIREMENT ACCOUNT PLAN

Only funds contributed to an individual retirement account established at TCF National Bank pursuant to provisions of the Internal Revenue Code and regulations may be deposited to accounts under this plan.

“You” and “your” mean the depositor for this plan. “We”, “us”, and “our” mean The Huntington National Bank. This Individual Retirement Account Plan Cash Account and Investment Account Disclosure of Account Terms and Rules and Regulations (the “Rules and Regulations”) applies to your self-directed individual retirement account plan (“IRA Plan”). These Rules and Regulations and all deposits made to any Account opened in your IRA Plan are made pursuant to the separate custodial agreement entered into by you with TCF National Bank or its predecessors for your IRA Plan. All funds deposited to Accounts in your IRA Plan are subject to these Rules and Regulations and the custodial agreement. These Rules and Regulations replace any prior rules and regulations or agreement for your existing IRA Plan.

These Rules and Regulations and any signature card for your IRA Plan 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 will govern your IRA Plans.

In addition to the Account Documents described above, there are additional documents which we will provide to you in connection with your IRA Plan.

Type of Accounts

Your IRA Plan is a self-directed retirement account, which means that you direct how to invest the funds in your IRA Plan. You may choose a money market account, hereinafter referred to as a “Cash Account” and/or one or more certificate of deposits, hereinafter referred to as “Investment Accounts.” Collectively, these are referred to in these Rules and Regulations as the “Accounts”. Each type of Account is a deposit account with us and is insured by the Federal Deposit Insurance Corporation up to applicable coverage limits. Any reference in these Rules and Regulations to your IRA Plan includes all of the Accounts within your IRA Plan.

Renewal of Investment Accounts

Your Investment Accounts will be automatically renewable on the original or any subsequent maturity date. You have a grace period of 10 days after any maturity date to withdraw the funds without being charged a penalty (see “WITHDRAWALS OF PRINCIPAL FROM ANY INVESTMENT ACCOUNT”). Your Investment Accounts 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 any Investment Account during any renewal term will be the same as for the immediately prior term.

See “WHEN INTEREST IS EARNED AFTER MATURITY FOR INVESTMENT ACCOUNTS” for provisions describing interest after maturity on amounts withdrawn from any Investment Account.

Bonuses

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

Making Deposits

You may make new deposits of up to the legal qualifying amount per tax year to your IRA Plan. You may also make qualifying rollover deposits or transfers from other qualifying retirement plans you may have.

You may make deposits to your Cash Account at any time. Deposits that are made electronically must be in amounts of at least \$25.00 each. There is no minimum amount for other deposits to your Cash Account.

You may make deposits to a Fixed-Rate Investment Account or a Stepped-Rate Investment Account only to open it or during the grace period within 10 days after any maturity date (but at least 7 days prior to any other maturity date).

You may make deposits to a Variable-Rate Investment Account to open it or at any time prior to 7 days before any maturity date. The opening deposit must be at least \$25.00. Additional deposits that are made electronically must be in amounts of at least \$25.00 each. There is no minimum amount for any other additional deposits to a Variable-Rate Investment Account.

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. 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 Accounts if they are made payable to you or to your order, 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 any of your Accounts under your IRA Plan for the amount of deposited items, subject to actually receiving 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 Accounts, and to receive deposits subject to special conditions.

If we credit any of your Accounts for the amount of any deposited item and it is returned to us for any reason, we may withdraw that amount from the Account to which it was deposited. 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 items for deposit 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).

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. We will treat each withdrawal as having been made on the day we post it to your Account.

Any withdrawal(s) will be subject to any required tax withholding. Also, there may be substantial tax penalties for any withdrawal(s) from your IRA Plan.

However, if you revoke your IRA Plan prior to the expiration of 7 days after the date it is established (i) the entire amount that you deposited in any Cash Account or Investment Account in your IRA Plan will be returned to you without deduction or adjustment and (ii) no interest will be paid on the amounts deposited, but there is otherwise no early withdrawal penalty.

Withdrawals from Your Cash Account

Although you may normally make withdrawals from your Cash Account at any time, we may require you to give us 7 days prior notice of any withdrawal.

You are limited to a total of no more than 6 transfers and withdrawals, or a combination of such transfers and withdrawals, in any calendar month to another account of yours with us or to a third party by certain methods from your Cash 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.

Withdrawals of Principal from Any Investment Account

By depositing funds in an Investment 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 any Investment Account on any maturity date for that Investment Account 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. There is no early withdrawal penalty for any withdrawals(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 time, the Investment Account from which you make such withdrawal(s) will be subject to an early withdrawal penalty as set forth under "EARLY WITHDRAWAL PENALTY FOR INVESTMENT ACCOUNTS".

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 Investment Account.

The provisions of this section do not apply if you revoke your IRA Plan prior to the expiration of 7 days after the date it is established.

Early Withdrawal Penalty for Investment Accounts

If you have a Fixed-Rate Investment 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; renewal terms of stepped-rate Accounts.

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

If you have a Stepped-Rate Investment Account, the amount of the penalty for early withdrawal of principal from that Account during the original term of that 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 the Account through the date of withdrawal, with each partial month treated as a full month.

For original term of Stepped-Rate Investment 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

If you have a Variable-Rate Investment Account, the amount of the penalty for early withdrawal of principal from that Account during the original or any renewal term of that Account is calculated at the simple (non-compounded) interest rate in effect at the time of early withdrawal for the applicable penalty period shown in the table below on the amount of principal withdrawn.

For original and renewal terms of Variable-Rate Investment Accounts

TERM OF ACCOUNT	INTEREST PENALTY PERIOD
Any term	3 months

In any case, the minimum early withdrawal penalty for any Investment Account 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.

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 (i) for a withdrawal of the entire balance of principal after you die or are determined to be legally incompetent by a court or other administrative body of competent jurisdiction or (ii) if you are at least age 59 ½ and elect to receive your funds as part of a plan of systematic payments. 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 because of a returned deposited item or because we close your Account.

The amount provided 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.

The provisions of this section do not apply if you revoke your IRA Plan prior to the expiration of 7 days after the date it is established.

Account Balance

The balance in your Cash Account and in each Investment Account will be rebuttably presumed to be the amount shown on our electronic data processing system.

Rate Information for Cash Accounts

We compute interest at a daily periodic rate of $1/365$ th ($1/366$ th in a leap year) of the annual interest rate for each day. The interest rate and annual percentage yield may change at any time at our discretion without notice to you. Interest will be compounded daily and paid on a quarterly basis. Interest will be paid by adding it to your Cash Account (less any amount required to be withheld).

Rate Information for Investment Accounts

If you have a Fixed-Rate Investment Account, the interest rate and annual percentage yield 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 you have a Stepped-Rate Investment 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, will be in effect until the maturity date for the original term. 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 you have a Variable-Rate Investment Account, the interest rate and annual percentage yield for the original and any renewal term is a variable rate. The interest rate and annual percentage yield may change as follows:

- The interest rate may change quarterly without notice to you on the same date of the month you opened the Variable-Rate Investment Account. Each date on which the interest rate can change is called a "Change Date".
- The new interest rate that becomes effective on each Change Date will be our Index Rate in effect on our most recent Rate Day immediately prior to that Change Date, or on that Change Date if the Change Date is a Rate Day.
- The "Index Rate" in effect for any Rate Day is the rate established and announced by the U.S. Department of the Treasury at the weekly auction held immediately prior to such Rate Day for U.S. Treasury bills with maturities of 13 weeks (auction average on a discount basis). Each "Rate Day" is the day 2 business days after each weekly auction.

We have the right at any time to change the index we use for determining the interest rate. We will comply with any notice requirements of applicable law for this change, but we agree to give you not less than 30 days' prior notice. We agree that the new index will be verifiable and beyond our control.

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 penalties will affect the amount of interest that would otherwise be earned.

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

Balance Computation Method

We use the daily balance method to calculate the interest on any 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 for Investment Accounts

Interest is paid for the days on or after any maturity date on amounts withdrawn from any Investment Account 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.

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 IRA Plan Is Maintained

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

IRA Plan Ownership

The ownership of your IRA Plan and the manner in which it 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 IRA Plan 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 IRA Plan is held.

Power of Attorney

If you sign a power of attorney appointing an attorney or agent to conduct business for your IRA Plan, 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. Any person appointed as an attorney in fact, whether or not designated as an authorized signer on the signature card for your IRA Plan, is not an owner of the IRA Plan. 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 IRA Plan to satisfy any garnishment, attachment, levy or similar legal process against you, regardless of the source of the funds in your IRA Plan. 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 IRA Plan. 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 about any such exemption.

Verification of Authority

We reserve the right, at the time of opening of your IRA Plan and at all times thereafter, to require such documents and authorizations as we may deem necessary or appropriate to verify that the person opening the account, requesting or directing withdrawal of funds or the performance of other transactions or otherwise taking action with respect to the IRA Plan 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 IRA Plan or for any other matters with respect to your IRA Plan (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 IRA Plan to sign items, to withdraw funds or otherwise to authorize transactions or other matters with respect to your IRA Plan. 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 IRA Plan. We have no duty to monitor your IRA Plan for compliance with any special requirements. We have no liability for not complying with any special requirements.

Unclaimed Funds and Dormant Accounts

Under applicable state law, the money in your IRA Plan 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 IRA Plan.

Transferring Ownership

Your IRA Plan 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 will give you or that we approve.

If You Owe Us Money

If 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 IRA Plan to pay the debt, regardless of the source of the funds in your IRA Plan. 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 IRA Plan, we may place a hold on your Accounts 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. 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 IRA Plan as follows:

- To consumer reporting agencies.
- In connection with audits or any sale or transfer of your IRA Plan 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 an Account.
- To resolve disputes or inquiries you may have about your IRA Plan.
- 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 IRA Plan, such as data processing and software companies and collection agencies.
- As otherwise necessary to service your IRA Plan, 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 tape record any telephone conversations you have with us regarding your IRA Plan. 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

If we or you terminate the custodial agreement for your IRA Plan, we will also close any Cash Account or Investment Account that is in your IRA Plan.

Change in Terms

We may change the terms of any Investment Account for the renewal term at the time of renewal. From time to time we may change any other provisions of the Account Documents.

You may contact us on or after the maturity date of your Investment Account 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 Investment Accounts. If you are interested in a different maturity term or interest rate and APY for the renewal term than what your Investment 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.

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.

Notwithstanding the foregoing, we are not required to notify you of any changes in the interest rate that occur pursuant to any applicable variable-rate or stepped-rate provisions of these Rules and Regulations.

Governing Law

The Account Documents, your IRA Plan, and the services we provide in connection with your IRA Plan 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 IRA Plan, and these services shall be governed by the law of the state where your IRA Plan is maintained as determined above under “Where Your IRA Plan 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 IRA Plan 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.

V. 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 the 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.

VI. 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 persons 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.**

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 communication 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.

VII. OVERDRAFT OPTIONS FOR ATM AND DEBIT CARD TRANSACTIONS

If you opt-in to your Overdraft Option for ATM and Debit Card transactions, we may pay ATM and debit card transactions into overdraft. This notice explains our standard overdraft options, fees charged for overdrafts, and the impacts of your choices.

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

- We have standard overdraft practices (which we sometime refer to as overdraft options) that come with your account.
- We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

WHAT ARE THE STANDARD OVERDRAFT PRACTICES THAT COME WITH MY ACCOUNT?

Unless you ask us not to, we do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We will not authorize and pay overdrafts for the following types of transactions unless you ask us to:

- ATM Transactions
- Debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

WHAT FEES WILL I BE CHARGED IF HUNTINGTON PAYS MY OVERDRAFT?

Under our standard overdraft practices:

- We will charge you a fee of up to \$36.00 each time we pay an overdraft, up to a limit of four (4) fees per day, and we will not charge the fee unless your account is overdrawn by more than \$50.
- If your account is overdrawn for five consecutive business days, we will charge you a \$25 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.



WHAT IF I WANT HUNTINGTON TO AUTHORIZE AND PAY OVERDRAFTS ON MY ATM AND DEBIT CARD TRANSACTIONS?

If you want us to authorize and pay overdrafts for ATM and debit card transactions, tell us which one of the following options you want and we will record it:

- Opt-Out: NO. I do not want Huntington to authorize and pay overdrafts on ATM and debit card transactions
 - I understand you may still authorize and pay overdrafts for ATM and debit card transactions, but if you do so, I will not be charged a fee.
- Opt-In: YES. I want Huntington to authorize and pay overdrafts on ATM and debit card transactions
 - I understand that you authorize and pay overdrafts for ATM and debit card transactions at your discretion, and charge overdraft fees when you pay such transactions.

Instructions to the customer: THIS FORM IS FOR YOU TO KEEP. DO NOT RETURN IT TO US. We will enter the choice you tell us into our database. If you do not tell us, the default election on your account will be "Opt-Out" for ATM and Debit Card transactions. If you Opt-In, we will provide you a notice confirming the choice you made, and that notice will be provided electronically if you opened your account through our Online Account Opening process. **Please note that you have the right to change your choices at any time.** Simply call us at (800) 445-3658, 24 hours a day, 7 days a week, or visit any Huntington branch to speak with a banker. Online Banking customers can also log into **huntington.com** and click on Overdraft Options under the Profile tab to make changes. We may take up to 3 Business Days to process your Opt-In or Opt-out election for ATM and Debit Card transactions.



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