

## ACCOUNT DISCLOSURES

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. Contained within is information about Business deposit accounts, including Certificates of Deposit. 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.

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

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## BUSINESS ACCOUNT DISCLOSURES

### Changes In Business Deposit Account Terms And Conditions

These Rules and Regulations for Deposit Accounts referenced in this account disclosure booklet are effective as of the date your accounts are transferred to Huntington. Your designated business checking, money market and savings account(s) will be governed by The Huntington National Bank (“Huntington”) Rules and Regulations for Business Accounts (“Rules and Regulations”). Your designated Certificates of Deposit, which renew on or after the effective date disclosed in the enclosed letter, will be governed by the Rules and Regulations upon renewal.

The Rules and Regulations also include Huntington’s “Funds Availability Policy,” which is different from Bank of America’s Funds Availability Policy. Please read this information carefully and refer to the routing number schedules in the Policy to know when the checks you deposit will be available. Please note there are a number of important differences from how deposits were made available at Bank of America, such as electronic deposits being posted on the effective posting date and not prior to that date; and check deposits being made available subject to the routing number at the bottom of the check.

### I. RULES AND REGULATIONS FOR BUSINESS CHECKING, SAVINGS AND MONEY MARKET ACCOUNTS

*The Rules and Regulations replace all rules, regulations, terms and conditions previously provided to you.*

#### Terms Applicable To All Accounts

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

#### Terms Applicable To All Accounts

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

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

## Important Information About Procedures For Opening A New Account

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

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

## Making Deposits

You may make deposits in any manner we permit at any time our banking offices or other deposit-taking facilities are open. All deposits are made subject to our verification procedures and the terms and conditions on our 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, endorse the other's checks or other items for deposit to your account.

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

If you make a deposit in foreign currency, we will post the transaction in U.S. dollars based on the currency exchange rate in effect on the day we settle the transaction. The currency exchange rate may be different on that day than on the day we processed the transaction. There may be special currency exchange charges. This may result in your account being posted for a greater or lesser amount than the original amount of the transaction. All deposited items must be completed in dark blue or black ink. You may not deposit a substitute check with us unless 1) we otherwise agree in a separate writing with you or 2) a check that you deposit is returned to you as a substitute check for the first time. You will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from a deposited check that is not completed in dark blue or black ink, or a deposited substitute check that violates this paragraph. In addition, you will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from a delay in return caused by any condition of a deposited check arising after it is issued and before we accept it for deposit (including, but not limited to, markings that obscure a properly placed bank indorsement).

## Withdrawals

Except as otherwise limited by these Rules and Regulations, withdrawals may be made in person, by writing checks, or in any other manner we permit. Transfers from your account are withdrawals. All checks must be on forms you get from us or that we approve. You must complete the check in dark blue or black ink. Unless otherwise required by law, we will charge against your account any post dated check you have written even if it is presented before the date of the check.

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

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

## No Special Access Or Other Requirements

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

## Timing Of Transactions

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

## Credit Entries Through The National Automated Clearing House Association

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

## Overdrafts

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

In figuring if you have sufficient available funds, you need to take into consideration all of your transactions, including those which may not yet have been presented to us for payment or settlement. Examples of such transactions are checks, withdrawals, transfers, purchases, payments or other debits. Special rules may apply for certain pending transactions (see “Special Rules for Pending Transactions” below).

Transactions affecting your account are presented to us all during the business day. We do not completely know all transactions that will be presented for any given business day until we finish processing after the end of that business day.

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

## Special Rules For Pending Transaction

Certain transactions, such as debit card purchases and ATM transactions, have a two-step process that can affect availability of funds in your account to pay other items. These transactions usually first have an electronic authorization request, which is followed on the same day or in the next few days by an electronic request for settlement. The amount of the authorization request may not be available to cover other transactions pending final settlement. This can cause other transactions to be returned unpaid or to overdraw your account. However, we will not charge an Overdraft Fee or a Return Fee if there would have been enough available funds in your account but for the pending authorization request. However, if we return other transactions unpaid, that may have other adverse consequences for you, such as fees charged by the payee of the returned transaction.

When the debit card purchase or ATM transaction is finally settled, it can cause your account to overdraw if there are not enough funds in your account at the time of settlement. This may cause an Overdraft Fee. Consider the following example: Assume you start the day with an account balance of \$50, during the day you make a debit card purchase of \$35 that we authorize as a pending transaction. Later that day a check for \$30 you wrote a few days ago is presented to us for payment. The pending debit card authorization reduces the available funds in your account to \$15, which is not enough to pay the \$30 check. We may, depending on criteria we establish, do one of the following:

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

## Processing Order Of Items To Be Paid Or Debited

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

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

## Our Liability

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

- If we do not properly complete a transaction according to these Rules and Regulations, we will not be liable for losses or damages in excess of the amount of the transaction.

- We will not be liable if circumstances beyond our control prevent the transaction or if the funds in your account are or may be subject to legal process or other claim.
- We will not be liable for any consequential damages.

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

### Statements; Duty To Report Unauthorized Transactions And Errors

We will provide you with periodic statements showing the activity on your account. It is your duty to review your statements promptly to determine whether there are unauthorized transactions, fraudulent activity, forgeries, alterations, missing deposits, or any other errors (all such activity referred to as “errors”) with regard to your account and report any such errors to us. If you fail to notify us of errors within 30 days of the date your statement is mailed or otherwise made available to you, we will have no liability for such errors nor be required to reimburse you for them, nor will we have any liability for (i) any additional error or errors by the same wrongdoer or (ii) any loss that we could have avoided if you had promptly notified us. Moreover, no legal proceeding or action for errors may be brought against us more than one year after the statement showing such errors has been mailed or otherwise made available to you.

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

### Location Of Account

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

### Disputing Signers

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

### Fees And Charges

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

### When Fees Are Incurred And Debited

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

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

### Unclaimed Funds And Dormant Accounts

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

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

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

### Transferring Ownership

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

### If You Owe Us Money

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

### Communications To You, Including To Cell Phones

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

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

### Stop Payment Order

You can stop payment of a check or similar paper item by calling us or using our online or VRU Stop Pay Service and following our procedures. We are not responsible for stopping payment of any item if we have not had a reasonable time to act on your stop payment order. Also, you must reimburse us for any liability or loss we have because we complied with your order. If there is more than one account owner, any one of you may place a stop payment order. A stop payment order is effective for six months.

### Our Other Rights

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

### Night Depository

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

1. To place only Property and instructions for handling the Property in the night depository facilities. The Property and instructions must be in a secure device such as a sealed envelope, tamper resistant pouch or locked bag ("Depository Bag").
2. To follow any instructions we provide to you, to take all precautions as may be necessary to insure Property leaves the receptacle and drops down the chute, and to prevent unauthorized persons from tampering with the night depository facilities, for example, by locking the receptacle and removing the key. If Property is not found in the night depository facilities by us, it shall be conclusively presumed that Property was not placed therein.
3. To notify us if any equipment we have given you to use in connection with the night depository facilities is lost or stolen. If applicable, you or your authorized representatives, as designated in the Night Depository Resolution ("Resolution"), shall appear at The Huntington National Bank ("Bank") to identify and claim any Property on the next banking day following each use of the night depository facilities. If you do not identify and claim the Property or equipment used in

connection with the night depository facilities in a reasonable amount of time, we may take any steps that we deem necessary, including but not limited to placing a lien on such Property for safekeeping or depositing such Property into any account you have with us. The Bank is authorized to deliver Property or equipment used in connection with the night depository facilities to you or any authorized representative you designate.

4. We shall not be responsible or liable at any time for the operation, safety, or condition of the night depository facilities or any equipment we have given to you to use in connection with the night depository facilities. In using the night depository facilities, you assume all risks. We do not insure Property placed in the night depository facilities. We will not be responsible or liable for any loss of Property caused by fire, flood, water damage, vandalism, burglary or acts of God.
5. You can elect on the Resolution to have either Bank open the Depository Bag or for Bank to hold the Depository Bag. In the absence of an election on the Resolution, you agree the Bank can open the Depository Bag.
6. If you elect to have Bank open the Depository Bag, we will begin to process the Property once the Property has been delivered to our teller during Banking Hours, as posted in the Banking Office where you used the night depository facilities. In the event you do not include proper instructions for handling by us of any Property placed in the night depository facilities, we shall have a lien upon such Property for safekeeping and at our option, we may deposit such Property to any account you have with us. The Bank shall not have any obligation to ascertain whether any Property has been deposited with your account at the Bank, and the Bank does not have to ascertain what Property has been received by us. You agree to keep a list of Property you provide to us. You shall accept our count of the Property as final.
7. If you elect to have Bank hold the Depository Bag, we will remove the Depository Bag from the night depository facilities during Banking Hours, as posted in the Banking Office where you used the night depository facilities, and place the Depository Bag in a secure location until your authorized representative claims the Depository Bag. You agree to claim the Depository Bag no later than the next business day following each use of the night depository facilities. If the Depository Bag is not claimed within a reasonable amount of time, we may then open the Depository Bag and deposit the Property to any account you have with us. No relationship of debtor or creditor between Bank and you shall arise unless or until we have opened the Depository Bag and deposited the Property to your account.
8. We may withdraw the night depository facilities from use at any time without notice to you. You agree to return to us any equipment we have furnished to you in connection with the night depository facilities upon our request or termination of your account or use of the night depository facilities.
9. You agree to defend, indemnify and hold Bank, its affiliates and its and their respective directors, officers, shareholders, employees, representatives, agents, successors and assigns (collectively the "Indemnified Parties") harmless, on demand, from and against any and all claims, actions, suits or proceedings, and shall pay all losses, liabilities, damages, costs or expenses, including reasonable attorneys' fees, judgments, fines, penalties and the like incurred or to be incurred by the Indemnified Parties: (a) arising from or relating to your action or inaction, including any action or inaction by your authorized representatives or other employees or personnel, which in any way constitutes a breach of any

of your obligations and/or covenants set forth herein; (b) as a result of your negligence or willful misconduct, including the negligence or willful misconduct of your authorized representatives, employees or other personnel; (c) as a result of personal injury, including death, or property damage arising from or relating to your negligent or intentional acts, including the negligent or intentional acts of your authorized representatives, employees or other personnel.

### Notices

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

### Recording

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

### Bonuses

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

### Closing Your Account

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

### Governing Law

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

### Changing Our Rules

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

### Agreement

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

### Deposit To Deposit Overdraft Protection

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

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

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

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

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

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

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

credit agreement. However, any cash advance fees will be waived if the OFA is a credit card account.

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

## II. ADDITIONAL TERMS APPLICABLE ONLY TO BUSINESS CHECKING ACCOUNTS

### Subaccounts

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

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

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

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

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

### Transaction Limits

You may not use or permit your account to be used to make or participate in illegal transactions, including unlawful Internet gambling. We will not be liable if you engage in an illegal transaction. We may reject or deny any transaction, including but not limited to merchant authorization or other electronic inquiries, if identified as an Internet gambling transaction.

## III. ADDITIONAL TERMS APPLICABLE ONLY TO INTEREST BEARING BUSINESS CHECKING ACCOUNTS

### Eligibility

Our interest bearing business checking accounts are negotiable order of withdrawal accounts. Under federal law, only certain types of depositors are permitted to have such accounts. Generally these are individuals, nonprofit organizations, government units, and fiduciary accounts if all of the beneficiaries are otherwise eligible.

### Withdrawals

Although you may normally make withdrawals from your account at any time, under federal regulations, we can require you to give us 7 days’ prior notice of any withdrawal, including any withdrawal by check.

### Interest

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

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

### Closing Your Account

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

## IV. ADDITIONAL TERMS APPLICABLE ONLY TO BUSINESS AND COMMERCIAL MONEY MARKET ACCOUNTS

### Transaction Limits

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

the excessive withdrawal(s), terminate your preauthorized, automatic, or third party transfer and payment privileges, or close your account.

You may not use or permit your account to be used to make or participate in illegal transactions, including unlawful Internet gambling. We will not be liable if you engage in an illegal transaction. We may reject or deny any transaction, including but not limited to merchant authorization or other electronic inquiries, if identified as an Internet gambling transaction.

### Interest

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

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

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

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

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

### Minimum Balance Required To Earn Interest

There is no minimum balance requirement to earn interest.

### Rate Changes

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

## V. ADDITIONAL TERMS APPLICABLE ONLY TO PREMIER SAVINGS ACCOUNTS

### Minimum Balance To Open This Account

The minimum balance to open this account is \$50.00.

### Rate Information

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

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

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

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

### Rate Changes

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

### Balance Computation Method

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

### When Interest Begins To Accrue On Non-Cash Deposits

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

### Minimum Balance To Earn Interest

There is no minimum balance requirement to earn interest.

### Transaction Limits

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



You may not use or permit your account to be used to make or participate in illegal transactions, including unlawful Internet gambling. We will not be liable if you engage in an illegal transaction. We may reject or deny any transaction, including but not limited to merchant authorization or other electronic inquiries, if identified as an Internet gambling transaction.

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## **VI. CERTIFICATE OF DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE OF ACCOUNT TERMS AND RULES AND REGULATIONS**

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

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

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

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

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

### **Renewal And Maturity Date**

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

The following accounts are not automatically renewable:

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

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

If your account is automatically renewable, you have a grace period of 10 days after the maturity date to withdraw the funds without being charged a penalty (see “Withdrawals Of Principal”). Your account will be renewed without any further action on your part on the original and any subsequent maturity date for any balance not

withdrawn within the grace period. In that case, except as otherwise provided in these Rules and Regulations or for any changes made in accordance with these Rules and Regulations, the terms and provisions governing your account during any renewal term will be the same as for the immediately prior term. Stepped-rate accounts and linked accounts renew at the end of the original term, and for any subsequent renewal term, into a fixed-rate account.

If your account is non-renewable, it will mature on the maturity date shown on the Certificate of Deposit. See “When Interest Is Earned After Maturity On Amounts Withdrawn” for provisions describing interest after maturity on amounts withdrawn.

### **Bonuses**

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

### **Minimum Balance To Open Your Account**

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

### **Additional Requirements For Linked Accounts**

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

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

If your account is a stepped-rate account, the amount of the penalty for early withdrawal of principal from your account (i) during any renewal term of this account is calculated as described in the prior paragraph, and (ii) 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 and renewal terms of fixed-rate accounts and linked accounts, and for renewal terms of stepped-rate accounts:

TERM OF ACCOUNT	INTEREST PENALTY PERIOD
91 days or less	Full term of the account
92 days to 1 year	3 months
More than 1 year to 18 months	6 months
More than 18 months	12 months

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' interest that constitutes 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.

## Account Balance

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

## Rate Information

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

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

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

The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal of interest before maturity will reduce earnings. Any applicable early withdrawal penalty will affect the amount of interest that would otherwise be earned. Interest is computed on your account using the daily periodic rate and the applicable compounding method. We compute interest for your account at one of the following daily periodic rates as shown on the Certificate of Deposit:

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

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

- Interest will be compounded daily for fixed-rate accounts and stepped-rate accounts.
- There is no compounding of interest during the original term if your account is a linked account. For any renewal term of a linked account, interest will be compounded daily.

- For public funds, we pay simple interest with no compounding for accounts having a term of one year or less. Interest will be compounded annually for public funds if the account has a term greater than one year.

Interest on your account will be paid as set forth on the Certificate of Deposit. Unless we restrict interest payment options based on the amount on deposit or for another reason, you have the option to have interest paid monthly, quarterly, semi annually, annually, or at maturity, but not less frequently than annually. However, for a public funds account having a maturity term of one 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 one 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 to transact business on your behalf for this account. You agree that we may conclusively rely on the current resolution form in our records. Not all types of certificate of deposit accounts may be available to account owners that are not natural persons.

### **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 e-mail address that we have for you in our records. If your account is joint, notice to any of you is effective for all of you. You agree that we may send or provide by electronic communication any notice, communication or disclosure required to be provided orally or in writing to you.

### **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.

## VII. FUNDS AVAILABILITY POLICY

*Please read this information carefully and note any changes about how your checks will now be available, as deposits may no longer be available the first business day after a deposit is made.*

### A Notice About Your Ability To Withdraw Funds At The Huntington National Bank

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

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

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

## Determining The Availability Of Your Deposits

For determining the availability of your deposits, every day is a “business day” except Saturdays, Sundays and federal holidays. If you make a deposit before the applicable cut-off time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the applicable cut-off time, or on a day that we are not open, we will consider that the deposit was made on the next business day we are open. Please note that the applicable cut-off time is posted in each banking office; the earliest cut-off time for deposits made in person to one of our employees is 2:00 P.M. local time. See “Deposits Made At Night Depositories” for availability of deposits made at the night depositories.

## Availability Of Electronic Deposits

Deposits received by means of wire transfers are available to you immediately. Other electronic deposits are available on the date designated by the party depositing the funds.

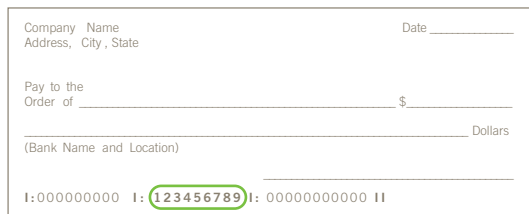
## Next Day Availability For Certain Types Of Deposits

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

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

## All Other Check Deposits

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



A diagram of a business check form. At the bottom, the routing number is shown as "1:000000000 1: **123456789** 1:0000000000 00 II". The number "123456789" is circled in green.

Business Check Routing Number

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

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

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

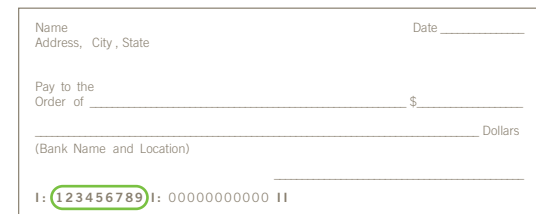
Customers that are financial institutions and customers using Huntington’s Financial Services (Cash Management) products may have a different availability schedule. Detailed availability schedules may be obtained from your Personal Banker.

## Availability Of Deposits Made At Automated Teller Machines (ATMs)

Subject to the limits which are stated in our agreement for automated teller machine (ATM) transactions, the availability of deposits made at Huntington owned or operated ATMs is the same as the availability of deposits made to our employees at our banking offices.

You can determine which ATMs are owned or operated by us by the “Welcome to The Huntington” on the screen. Unlike deposits made to employees at our banking offices, the applicable cut-off time for deposits made at ATMs may be noon (12 pm), unless a later cut-off time is posted on the ATM.

Deposits, whether cash or checks, made at ATMs we do not own or operate will be available on the second business day after the business day of your deposit.



A diagram of a personal check form. At the bottom, the routing number is shown as "1: **123456789** 1:0000000000 00 II". The number "123456789" is circled in green.

Personal Check Routing Number

## Availability Of Deposits Made At Night Depositories

The night depositories are not available for you to make deposits when Huntington offices are open. Deposits placed in the night depositories are considered received when we remove them from the night depositories one time each business day before the Huntington office opens, and such deposits (so long as accessible for



processing) will be processed before the Huntington office cut-off time and available in accordance with this funds availability policy, which usually depends on the type of deposit (e.g., cash or checks).

### Longer Delays May Apply

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

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- A check that has been returned unpaid is redeposited.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency such as failure of communications or computer equipment.

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

### Hold On Other Funds

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

### Checks That Are Returned To Us Unpaid

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

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

RR BUS FUNDS AVAIL OH WV IN KY MI FL PA (EFF 07/14)

## VIII. BUSINESS AND COMMERCIAL DEPOSIT ACCOUNT CHARGES FORMS

### Schedule of Business Banking Deposit Account Charges

#### HUNTINGTON COMMUNITY BUSINESS CHECKING

##### Monthly Account Service Fee:

- No monthly account service fee.

##### Account Details and Pricing:

- \$100 minimum balance to open.
- Up to 100 transactions per month free of charge; otherwise \$0.50 per transaction over 100 transactions. A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington's Online Bill Pay service.
- Deposit up to \$5,000 in cash at a branch per month free of charge; otherwise \$0.15 per \$100 deposited over \$5,000.
- Statements: no charge for paperless statements; \$2.50 per month for mailed statements or mailed statements with images.
- See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."

#### HUNTINGTON FASTTRACK BUSINESS CHECKING

##### Monthly Account Service Fee:

- None with \$5,000 average collected checking balance or \$30,000 in Total Relationship Balances<sup>1</sup>; otherwise \$20.

##### Account Details and Pricing:

- \$100 minimum balance to open.
- Up to 300 transactions per month free of charge; otherwise \$0.40 per transaction over 300 transactions. A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington's Online Bill Pay service.
- Deposit up to \$20,000 in cash at a branch per month free of charge; otherwise \$0.15 per \$100 deposited over \$20,000.
- Personal checking account with no monthly service fee.
- See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."

## HUNTINGTON ACCELERATED BUSINESS CHECKING AND HUNTINGTON HEALTHCARE BUSINESS CHECKING

### Monthly Account Service Fee:

- None with \$25,000 average collected checking balance or \$100,000 in Total Relationship Balances<sup>1</sup>; otherwise \$30.
- \$100 minimum balance to open.
- Up to 600 transactions per month free of charge; otherwise \$0.40 per transaction over 600 transactions. A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington's Online Bill Pay service.
- Deposit up to \$50,000 in cash at a branch per month free of charge; otherwise \$0.15 per \$100 deposited over \$50,000.
- Personal checking account with no monthly service fee.
- See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."

### <sup>1</sup>DEFINITION OF TOTAL RELATIONSHIP BALANCES:

#### FastTrack Business Checking, Accelerated Business Checking, and Healthcare Business Checking

- 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 balances in other business accounts. Your Total Relationship refers to your business checking account linked to one or more of the following business accounts: business money market account, savings account, Certificate of Deposit, an AFI-FDIC Insured Money Market Account Sweep, or a commercial loan, if applicable. We link the qualifying checking account with any qualifying business accounts in response to your request for us to do so. We call these linked accounts your Total Relationship accounts. Any deposit account that is linked will appear on your qualifying checking account statement. 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.
- Your Total Relationship Balance for any monthly Total Relationship Statement period is the sum of the balances for each of your Total Relationship accounts, determined in the following manner:
  - For your qualifying business checking account, we use the monthly average collected balance. Collected funds are those for which we have received final payment from the financial institution or entities upon which the checks are drawn.
  - For your qualifying business money market and savings accounts that are Total Relationship accounts, we use the average daily balance in each of these accounts for the Total Relationship statement period.
  - For your business certificate of deposit accounts that are Total Relationship accounts, we use the balances in each of these accounts as of the close of business the day before the date of the Total Relationship Statement.

- For your business AFI-FDIC Insured MMA Sweep that are Total Relationship Accounts, we use the average daily balance in the investment account for the Total Relationship Statement period.
- For your qualifying Commercial Loans that are Total Relationship Accounts, we use the outstanding principal balance on this account as of the close of business the day before the date of the Total Relationship Statement. The tax identification number on your commercial loan must match the tax identification number on the qualifying business checking account. Only available for Accelerated Business Checking or Healthcare Business Checking.

## HUNTINGTON BUSINESS ANALYZED CHECKING

### Monthly Account Service Fee:

Monthly account service fee is \$15.

### Account Details and Pricing:

- An earnings credit, based on the monthly average collected balances, is applied to offset eligible fees.
- \$100 minimum balance to open.
- \$0.20 per check paid and check deposited.
- \$0.20 per ACH debit or credit received.
- \$0.75 per deposit ticket.
- \$0.15 per \$100 in cash deposited at a branch.
- See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."

## PUBLIC FUND ECONOMY CHECKING

### Monthly Account Service Fee:

No monthly account service fee.

### Account Details and Pricing:

- \$100 minimum balance to open.
- Up to 100 transactions per month free of charge; otherwise, \$0.50 per transaction over 100 transactions. A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington's Online Bill Pay service.
- Deposit up to \$5,000 in cash at a branch per month free of charge; otherwise \$0.15 per \$100 deposited over \$5,000.
- Statements: no charge for paperless statements; see "Miscellaneous Account Activity Fees."
- Business Online access available - contact your Banker for pricing.

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

## HUNTINGTON BUSINESS PREMIER MONEY MARKET ACCOUNT

### Monthly Account Service Fee:

- None with \$10,000 average collected checking balance; otherwise \$10.

### Account Details and Pricing:

- \$5,000 minimum balance to open.
- Interest paid on collected daily balance, compounded monthly.

### Monthly Limit Of:

- 20 deposited checks free of charge, otherwise \$0.14 per check over 20.
- 10 ACH credits received free of charge; otherwise \$0.20 per ACH over 10.
- Deposit up to \$1,000 in cash at a branch per month free of charge; otherwise \$0.15 per \$100 deposited over \$1,000.
- \$15 for each withdrawal or transfer in excess of six (6) per statement period, excluding ATM transfers, Business Direct transfers, Internet Banking transfers, transfers to installment loans and Deposit-to-Deposit Overdraft Protection transfers.
- See also “Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts.”

## HUNTINGTON BUSINESS PREMIER SAVINGS ACCOUNT/ PUBLIC FUNDS PREMIER ACCOUNT

### Monthly Account Service Fee:

- None with \$300 minimum daily ledger balance; otherwise \$4.

### Account Details and Pricing:

- \$50 minimum balance to open.
- Interest paid on collected daily balance, compounded quarterly.
- \$2 for each withdrawal or transfer in excess of six (6) per statement period<sup>2</sup> excluding ATM transfers, Business Direct transfers, Internet Banking transfers, transfers to installment loans and Deposit-to-Deposit Overdraft Protection transfers.
- See also “Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts.”

<sup>2</sup> Six (6) per calendar month if quarterly statement.

## MISCELLANEOUS ACCOUNT ACTIVITY FEES FOR BUSINESS AND COMMERCIAL DEPOSIT ACCOUNTS:

### ATM or Business Debit Card

Huntington ATM cash withdrawal/transfer or balance inquiry . . . . . No charge  
 Each non-Huntington cash withdrawal/transfer or balance inquiry . . . . . \$2.00  
*No charge for accounts opened in Florida*  
 Each Huntington extended statement . . . . . \$2.00  
 For international debit card transactions (whether or not you use your PIN)  
 and international ATM transactions . . . . . 3% of the amount posted to your account  
*If you use your card or card number for an international transaction, the transaction may be in a currency other than U.S. Dollars. We will post an international transaction to your account in U.S. Dollars based on the applicable currency exchange rate on the day we settle the transaction. The day we settle the transaction may be a different day than the day you used your card or card number. 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. The transaction is an international transaction if the network that presents the transaction to us processes it as occurring outside of the United States or its territories, possessions or facilities (such as a U.S. military base, U.S. embassy or U.S. consulate). The transaction is also an international transaction regardless of location if the transaction was in a currency other than U.S. Dollars.*

### Online Banking and Bill Pay

- Business Analyzed Checking, Analyzed Checking accounts: Bill Pay: \$7.00/month for up to 20 transactions. \$0.55 per transaction over 20.
- Business Analyzed Checking, Analyzed Checking, IOLTA/IOTA, Public Funds Interest Checking, Non-Profit Interest Checking, Money Market accounts: Consult your banker for Business Online pricing.
- All other accounts: No charge for Online Banking or Bill Pay service.

### Other Miscellaneous Fees

Overdraft Fee and Returned NSF Fee . . . . . \$36.00 per item  
*See your Agreement and Disclosure of Account Terms and Rules & Regulations for Business Checking, Savings, and Money Market Accounts under “Special Rules for Pending Transactions” about pending authorizations where we will not charge Overdraft Fees or Return Fees for overdrafts or returns caused by a pending authorization.*

Extended Overdraft Fee: If your account is overdrawn by \$10 or more for five consecutive days, we will charge an Extended Overdraft Fee of \$25. For each subsequent week your account is continuously overdrawn, we will charge \$25 per week, for a maximum of four consecutive weeks. *Does not apply to Business Analyzed Checking, Analyzed Checking or IOLTA/IOTA accounts.*

Returned Deposited Item Fee . . . . . \$13.00  
 Redeposit of Returned Deposited Item . . . . . \$6.00  
 Stop Payment (not via Online Banking) . . . . . \$31.00

Mailed Statement Fee (applies to <u>Analyzed Checking, Public Funds Economy Checking, and Community Business Checking</u> ) . . . . .	\$2.50
Account Analysis Mailed Statement. . . . .	\$15.00
<i>No charge for Online statements accessed through Business Online</i>	
Statement – Custom Timing per statement . . . . .	\$25.00
Each Photocopy Item . . . . .	\$7.00
Deposit Correction . . . . .	\$7.00
Early account closing fee if account closes within 180 days of Opening . . . . .	\$20.00
Dormant account fee (per month). . . . .	\$5.00

*If your account has a balance less than \$50, and there are no customer-initiated transactions for 12 months, there will be a \$5 dormant account fee each month (not applicable to accounts opened in Indiana and Florida or to Business Analyzed Checking, Analyzed Checking, IOLTA/IOTA accounts or Public Funds Economy Checking).*

Fee per Wire Transfer	
Domestic Incoming . . . . .	\$17.00
International Incoming. . . . .	\$20.00
Outgoing Wire Transfer . . . . .	\$75.00

*Waived for FastTrack Business Checking, Healthcare Business Checking, Accelerated Business Checking*

Business Overdraft Line of Credit Annual Fee . . . . . .2% of line amount  
*Subject to credit application and approval; Waived for FastTrack Business Checking, Healthcare Business Checking, Accelerated Business Checking*

PC Banking Downloads Monthly Fee	
Up to 8 sessions per month . . . . .	\$15.00
<i>\$0.80 per additional session</i>	
Unlimited sessions per month . . . . .	\$20.00
<i>Waived for <u>FastTrack Business Checking, Healthcare Business Checking, Accelerated Business Checking</u></i>	

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

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

For additional information on these or other business services, contact your Business Banker directly or call Business Direct at 800.480.2001.

## SCHEDULE OF BUSINESS AND COMMERCIAL DEPOSIT ACCOUNT CHARGES

### ANALYZED CHECKING

#### Monthly Account Service Fee:

\$25, which may be offset with Earning Credit Allowance based on account activity, service usage, and current rates.

#### Account Details and Pricing:

- Fees are automatically offset by credit earned for collected balances.
- \$100 minimum balance to open.
- Transaction charges:
  - \$0.24 per check paid, first 499 checks paid per month<sup>1</sup>
  - \$0.75 per deposit
  - \$0.20 per check deposited
  - \$0.20 per ACH debit or credit received
  - \$0.15 per \$100 in branch cash deposits
- Statements: no charge for paperless statements; see “Miscellaneous Account Activity Fees” for mailed statement pricing.
- Business Online access available – contact your Banker for pricing.
- See also “Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts.”

<sup>1</sup>Contact your Banker for pricing on volumes exceeding those listed.

### HUNTINGTON BUSINESS INTEREST CHECKING FOR SOLE PROPRIETORS

#### Monthly Account Service Fee:

None with \$7,500 average collected checking balance; otherwise \$15.

#### Account Details and Pricing:

- \$100 minimum balance to open.
- Up to 100 transactions per month free of charge; otherwise \$0.50 per transaction over 100 transactions. A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington’s Online Bill Pay service.
- Deposit up to \$20,000 in cash at a branch per month free of charge; otherwise \$0.15 per \$100 deposited over \$20,000.
- See also “Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts.”

## **PUBLIC FUND INTEREST CHECKING / NON-PROFIT INTEREST CHECKING**

### **Monthly Account Service Fee:**

\$15, may be offset with \$7,500 average collected balance.

### **Account Details and Pricing:**

- Pays interest on collected daily balance.
- Up to 100 transactions per month free of charge; otherwise \$0.25 per transaction over 100 transactions. A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington's Online Bill Pay service.
- Deposit up to \$20,000 in cash at a branch per month free of charge; otherwise \$0.15 per \$100 deposited over \$20,000.
- Statements: no charge for paperless, mailed, or mailed statements with images.
- Business Online access available - contact your Banker for pricing.
- See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."

## **IOTA / IOLTA**

### **Monthly Account Service Fee:**

\$15, may be offset with \$7,500 average collected balance.

### **Additional Fees:**

- Pays interest on collected daily balance.
- No minimum balance to open.
- Up to 100 transactions per month free of charge; otherwise \$0.25 per transaction over 100 transactions. A transaction includes any combination of checks paid, deposit tickets, deposited checks (except those you process through a remote deposit scanner), incoming ACH debits and credits, debit card purchases, and bill payment transactions made through Huntington's Online Bill Pay service.
- Deposit up to \$10,000 in cash at a branch per month free of charge; otherwise \$0.15 per \$100 deposited over \$10,000.
- Statements: no charge for paperless, mailed, or mailed statements with images.
- Business Online access available - contact your Banker for pricing.
- See also Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts.

## **COMMERCIAL PREMIER MONEY MARKET ACCOUNT**

### **Monthly Account Service Fee:**

\$10, may be offset with \$10,000 average collected balance.

### **Additional Fees:**

- Pays interest on collected daily balance, compounded monthly.
- \$5,000 minimum balance to open.
- Transaction charges per month:
  - 20 deposited checks included at no charge (\$0.14 per item over 20)
  - 10 ACH credits received included at no charge (\$0.20 per item over 10)
  - \$1,000 in free branch cash deposits per month (\$0.15 per \$100 over \$1,000)
- \$15 for each withdrawal or transfer in excess of six (6) per statement period, excluding ATM transfers, Business Direct transfers, Internet Banking transfers, transfers to installment loans and Deposit to Deposit Overdraft Protection.
- Statements: no charge for paperless, mailed, or mailed statements with images.
- Business Online access available - contact your Banker for pricing.
- See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."

## **BUSINESS PREMIER SAVINGS ACCOUNT / PUBLIC FUNDS PREMIER SAVINGS ACCOUNT**

### **Monthly Account Service Fee:**

\$4, may be offset with \$300 minimum daily ledger balance.

### **Additional Fees:**

- Pays interest on collected daily balance, compounded quarterly.
- \$50 minimum balance to open.
- \$2 for each withdrawal or transfer in excess of six (6) per statement period<sup>1</sup>, excluding ATM transfers, Business Direct transfers, Internet Banking transfers, transfers to installment loans and Deposit to Deposit Overdraft Protection.
- Statements: no charge for paperless or mailed statements.
- Business Online access available - contact your Banker for pricing.
- See also "Miscellaneous Account Activity Fees for Business and Commercial Deposit Accounts."

<sup>1</sup> Six (6) per calendar month if quarterly statement.

## **MISCELLANEOUS ACCOUNT ACTIVITY FEES FOR BUSINESS AND COMMERCIAL DEPOSIT ACCOUNTS:**

### **ATM or Business Debit Card:**

Huntington ATM cash withdrawal/transfer or balance inquiry . . . . .	No Charge
Each non-Huntington cash withdrawal/transfer or balance inquiry . . . . .	\$2.00
<i>No charge for accounts opened in Florida</i>	
Each Huntington extended statement . . . . .	\$2.00

For international debit card transactions (whether or not you use your PIN) and international ATM transactions.....3% of the amount posted to your account

*If you use your card or card number for an international transaction, the transaction may be in a currency other than U.S. Dollars. We will post an international transaction to your account in U.S. Dollars based on the applicable currency exchange rate on the day we settle the transaction. The day we settle the transaction may be a different day than the day you used your card or card number. 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. The transaction is an international transaction if the network that presents the transaction to us processes it as occurring outside of the United States or its territories, possessions or facilities (such as a U.S. military base, U.S. embassy or U.S. consulate). The transaction is also an international transaction regardless of location if the transaction was in a currency other than U.S. Dollars.*

### Online Banking and Bill Pay

- Business Analyzed Checking, Analyzed Checking accounts: Bill Pay: \$7.00/month for up to 20 transactions. \$0.55 per transaction over 20.
- Business Analyzed Checking, Analyzed Checking, IOLTA/IOTA, Public Funds, Interest Checking, Non-Profit Interest Checking, Money Market accounts: Consult your banker for Business Online pricing.
- All other accounts: No charge for Online Banking or Bill Pay service.

### Other Miscellaneous Fees:

- Overdraft Fee and Returned NSF Fee . . . . . \$36.00 per item  
*See your Agreement and Disclosure of Account Terms and Rules & Regulations for Business Checking, Savings, and Money Market Accounts under “Special Rules for Pending Transactions” about pending authorizations where we will not charge Overdraft Fees or Return Fees for overdrafts or returns caused by a pending authorization.*
- Extended Overdraft Fee: If your account is overdrawn by \$10 or more for five consecutive days, we will charge an Extended Overdraft Fee of \$25. For each subsequent week your account is continuously overdrawn, we will charge \$25 per week, for a maximum of four consecutive weeks. *Does not apply to Business Analyzed Checking, Analyzed Checking or IOLTA/IOTA accounts.*
- Returned Deposited Item Fee . . . . . \$13.00
- Redeposit of Returned Deposited Item. . . . . \$6.00
- Stop Payment (not via Online Banking) . . . . . \$31.00
- Mailed Statement Fee (applies to Analyzed Checking, Public Funds Economy Checking, and Community Business Checking) . . . . . \$2.50
- Account Analysis Mailed Statement . . . . . \$15.00  
*No charge for Online statements accessed through Business Online*
- Statement – Custom Timing per statement. . . . . \$25.00
- Each Photocopy Item . . . . . \$7.00

- Deposit Correction . . . . . \$7.00
- Early account closing fee if account closes within 180 days of opening . . . \$20.00
- Dormant account fee (per month) . . . . . \$5.00

*If your account has a balance less than \$50, and there are no customer-initiated transactions for 12 months, there will be a \$5 dormant account fee each month (not applicable to accounts opened in Indiana and Florida or to Business Analyzed Checking, Analyzed Checking, IOLTA/IOTA accounts, or Public Funds Economy Checking)*

- Fee per Wire Transfer
  - Domestic Incoming. . . . . \$17.00
  - International Incoming . . . . . \$20.00
  - Outgoing Wire Transfer . . . . . \$75.00  
*Waived for FastTrack Business Checking, Healthcare Business Checking, Accelerated Business Checking*
- Business Overdraft Line of Credit Annual Fee . . . . . 2% of line amount  
*Subject to credit application and approval; waived for FastTrack Business Checking, Healthcare Business Checking, Accelerated Business Checking*
- PC Banking Downloads Monthly Fee
  - Up to 8 sessions per month . . . . . \$15.00  
\$0.80 per additional session
  - Unlimited sessions per month. . . . . \$20.00  
*Waived for FastTrack Business Checking, Healthcare Business Checking, Accelerated Business Checking*
- Deposits of any single check of \$100,000,000 or more will incur a fee for travel and other expenses necessary to directly present the item to the originating institution.
- Business Analyzed Checking or Analyzed Checking – Fee for drawing on uncollected funds: accounts where the collected balances are drawn below zero (negative collected) will be charged interest on the negative balance at a variable rate established by us for your account based on The Huntington National Bank prime commercial rate. Collected funds are funds for which we have received final payment from the financial institution or entities upon which the checks are drawn.

For additional information on these or other business services, contact your Business Banker directly or call Business Direct at 800.480.2001.

## IX. ELECTRONIC BANKING CARD AGREEMENT FOR BUSINESS CUSTOMERS

### What This Agreement Covers

This Electronic Banking Card Addendum (“EBC Addendum”) is incorporated by reference into the Master Services Agreement accepted by the customer identified in the Cover Sheet to the Master Services Agreement or in the signature card (“Company”). This EBC Addendum, the Cover Sheet, the Standard Terms, any product set-up sheets and Service Documents are collectively referred to as this “Agreement.” Capitalized terms not defined in this EBC Addendum are defined in

the Cover Sheet or in the Standard Terms. This EBC Addendum states the terms and conditions that apply when Company performs transactions with Company's electronic banking card(s) issued pursuant hereto. The types of transactions available are shown on the "Request to Issue or Cancel Electronic Banking Card(s)" form or in other set-up or product implementation materials. The Huntington National Bank ("Bank") provides to Company from time to time. This EBC Addendum also covers additional types of electronic banking transactions that Bank makes available hereunder from time to time. The terms and conditions in this Agreement are in addition to those that apply to any deposit account Company may have with Bank. They are also in addition to any other agreement covering types of electronic banking transactions or services not covered hereby. This Agreement states the terms that apply to Company's use of the electronic banking card services ("Services").

### General Definitions

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

- "Card" means the access card(s) Bank has issued to an Authorized User under this Agreement, and includes the card number whether used with or without the card.
- "Secret Code" means the four-digit code Bank has issued to an Authorized User under this Agreement.
- "ATM" means automated teller machine.

### Authorized Users

Company must designate, in accordance with Bank's procedures, the persons to whom Bank will issue cards and Secret Codes. Each such person is called an "Authorized User." If Company wants to revoke or change a person's Authorized User status, Company must notify Bank of such revocation or change in accordance with Bank's procedures. Bank must have reasonable time to act on Company's notice before it becomes effective. Company must appoint, in accordance with Bank's procedures, one or more representatives who are permitted to designate new Authorized Users or revoke the authority of any existing Authorized Users. Each Authorized User will have the authority to perform all transactions covered by this Agreement, unless:

- Bank allows limitations on the authority; and
- Company identifies, in accordance with Bank's procedures, the appropriate limitations applicable to that Authorized User at the time of designation or change in status.

Each Authorized User may individually perform any transaction regardless of the amount (up to the available balance) or whether he/she is otherwise an authorized signer on any accounts that are accessed.

### Authorized Transactions

Any transaction recognized by Bank as being performed by an Authorized User's card, card number and/or Secret Code will be an authorized transaction. This is so even if the person using the card, card number and/or Secret Code:

- Exceeds Company's authority.

- Does not have Company's authority.
- Has had his/her authority changed or revoked.
- Is not the same person as the Authorized User.

Company authorizes Bank to honor and Company agrees to be bound by any such transaction. Notwithstanding the foregoing, Bank agrees that Company will not be responsible for certain fraudulent use of a card, card number or Secret Code, as follows:

- The fraudulent use must be by someone other than: (i) Company, (ii) the person issued the card or (iii) any of Company's employees, agents or representatives.
- Company must have reported to Bank, in accordance with Bank's procedures, that the card, card number and/or Secret Code was lost or stolen or was otherwise fraudulently used.
- Bank must have had a reasonable time to take the steps necessary to block use of the card, card number and/or Secret Code by commercially available means.
- The fraudulent use must occur after Company has notified Bank and Bank has had a reasonable time to block the use, as indicated above.
- Company is still responsible for fraudulent use below applicable floor limits or which Bank otherwise cannot block using commercially available means.

### Cards And Secret Code

Bank will send the cards and Secret Codes for each of Company's Authorized Users to Company. It will be Company's responsibility to deliver them to each Authorized User. Bank reserves the right to limit the number of cards and Secret Codes issued. Each card will have its own Secret Code. An Authorized User must use a card and/or a Secret Code to access the Services provided by Bank hereunder. Company agrees to recover and return to Bank any cards that were given to persons who cease to be Authorized Users.

### Security Procedures

By entering into this EBC Addendum and using the Services provided, Company agrees to comply with all of Bank's present and future security procedures with respect to transactions and Services covered hereby. This includes, but is not limited to, protection of cards, card numbers and Secret Codes. Bank's security procedures are contained in this Agreement and in other written procedures Bank may provide to Company. Company acknowledges receiving a copy in writing of Bank's current security procedures. Company agrees that Bank's current security procedures are commercially reasonable in the context of Company's business operations. Bank may at any time change its security procedures. Bank may advise Company of such changes to the extent they affect Company's use of transactions and Services under this EBC Addendum, but failure to do so will not affect Company's obligations or Bank's rights. Company agrees to give all of Bank's security procedures the highest level of confidentiality and to ensure that each card, card number and Secret Code is not used by or accessible to anyone other than the Authorized User to whom they were issued.

### Lost Or Stolen Card Or Secret Code

Company must notify Bank AT ONCE if Company believes or suspects:

- Any card, card number or Secret Code has been lost, stolen, misused, misplaced or improperly disclosed.
- Money is missing from an account.
- A statement shows fraudulent activity.
- There has been any other breach of security.

To notify Bank, call 1-800-480-BANK or write to The Huntington National Bank, Card Security, P.O. Box 1558, Columbus, Ohio 43216. Company agrees to review promptly all statements that can be accessed by cards, and to report AT ONCE any discrepancy Company finds. Bank assumes no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of cards, card numbers or Secret Code by Company, the person issued the card, or any of Company's employees, agents or representatives.

### Transactions

Bank may change from time to time the accounts that may be accessed by use of ATMs or other terminals, devices or services covered by this EBC Addendum. Bank may also change from time to time what transactions will be available to each account. Bank reserves the right, in its sole discretion, not to accept a requested transaction for any reason. All transactions are subject to Bank's verification. Bank assumes no responsibility for advising Company that a requested transaction has not been made. Bank may without notice limit the number of daily transactions or types of transactions, and impose amount limits on transactions. Upon receipt of a request for authorization of a transaction made with a card or card number, Company authorizes Bank to deduct the amount immediately from the available balance in Company's account.

### Business Purpose

Company represents to Bank that:

- All accounts accessible pursuant to this EBC Addendum were established only for business purposes.
- The transactions performed on these accounts will be only for business purposes.
- Company is a business entity or otherwise intends to use the transactions and Services covered by this EBC Addendum only for business purposes.

### Account Limitations

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

### Stop Payment Orders

Company may not place a stop payment order on any transaction covered by this EBC Addendum.

### International Transactions

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

### Other Networks

The types of transactions available on ATMs or other devices may depend on the location or type of ATM or other device. It may also depend on whether or not Bank owns the ATM or other device or what network it is in. Bank may, at its option, from time to time without notice, make certain transactions available on ATMs or other devices that Bank does not own. Bank does this through other ATM or electronic banking networks. These networks may impose additional or different terms and conditions, including but not limited to additional fees and different transaction limits. Company agrees to be subject to such terms and conditions. Company also agrees to indemnify, defend and hold Bank harmless from and against any losses suffered by Bank as a result of Company's use or attempted use of such ATMs or other devices.

### Limitations On Bank's Liability

In addition to the terms and conditions set forth in Sections 5, 6, 7 and 8 of the Standard Terms, Bank shall not be liable to Company, any Authorized User or anyone else for:

- Damages or injury resulting in whole or in part from any criminal or tortious act committed by a third party at an ATM or otherwise.
- Acts of God, fire, flood, adverse weather conditions or other catastrophes, wars, riots, acts of the public enemy or acts of governmental authority.
- Labor difficulties or strikes.
- Hardware or software failure or destruction, or other equipment problems.
- The unavailability, interruption or malfunction of communication facilities or utilities.
- The inability to perform the transaction because of insufficient funds or credit in the account to make the transaction or because the account is closed or is not in good standing.



- Refusal of a merchant or other third party to honor a card, card number or Secret Code.
- Restrictions on the account caused by legal process or other claim.
- Delays or failures to act by Company or any Authorized User.
- Any other act or omission beyond Bank's control. Bank shall be liable only for Bank's own gross negligence or willful misconduct.

### Error Detection

Notwithstanding any security procedure which may from time to time be in effect for selecting errors in transactions covered by this EBC Addendum, Bank shall have no duty to discover or report to Company any such errors. Bank shall not be liable to Company for the failure of such security procedure to detect such errors, regardless of the manner in which Bank applies such security procedures.

### Terminating This EBC Addendum

Bank may terminate this EBC Addendum, or some or all of the Services provided hereunder, at any time. Company is required to destroy any card when asked by Bank to do so. In addition, Company must destroy any card linked to any account that is terminated. Company may terminate this EBC Addendum at any time by notifying Bank in writing, destroying all cards and no longer using any of the Services covered hereby.

## X. SPECIAL RULES FOR PENDING TRANSACTIONS

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

The amount of the authorization request may not be available to cover other transactions pending final settlement. This can cause other transactions to be returned unpaid or to overdraw your account. However, we will not charge an Overdraft Fee or a Return Fee if there would have been enough available funds in your account but for the pending authorization request.

However, if we return other transactions unpaid, that may have other adverse consequences for you, such as fees charged by the payee of the returned transaction.

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

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

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

## XI. FDIC INSURANCE INFORMATION

### General FDIC Insurance

Certain Bank of America, National Association deposit accounts were purchased by Huntington on the "Purchase Date." The Purchase Date is the date of the closing of the agreement between Bank of America, National Association and Huntington for the purchase of certain branches and deposits. These accounts (referred to here as the "Bank of America 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 the Purchase Date.

At the end of that 6-month period, your Bank of America 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 the end of the 6-month period will remain separately insured by the FDIC until their first maturity date after the end of the 6-month period. Certificate of deposit accounts which mature before the end of the 6-month period will remain separately insured only until the end of the 6-month period, 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 the end of the 6-month period.

### FDIC Insurance Sweep Information

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

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

Funds in your checking account, prior to being swept out of your checking account, are insured up to the applicable FDIC insurance limits, which are (i) unlimited for non-interest bearing demand deposit accounts until December 31, 2012, or (ii) limited to \$250,000 combined with other funds on deposit with Huntington by the same depositor in accordance with FDIC's aggregation rules. Please ask us if you have any questions.

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

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

If you have any questions about this notice, please contact your Business Banker directly or call Business Direct at 800-480-2001.

***If you lease a Safe Deposit Box the following agreement pertains to you.***

## **XII. SAFE DEPOSIT BOX AGREEMENT**

Payments will be due (in advance) on an annual basis. We will continue to collect the rent annually until the lease is ended, we receive notice you have died, or you close your account. If you fail to pay rent within 30 days of the date due, 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, and then to any other charges due from you under this agreement, then to rent due.

### **Agreement**

As used in this agreement (except for the Appointment of Deputy section on the reverse side), "you" and "yours" mean the lessee(s) named on the reverse side, the persons they may represent and any deputy or authorized legal representative of the lessee(s). 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 safe deposit box is located.

### **Duties**

We will use reasonable and ordinary care and diligence to prevent anyone other than you from opening your safe deposit box, amending or canceling this lease or surrendering and exchanging your safe deposit box. We will not be responsible for any of your losses from fire or other natural causes, or from theft, embezzlement or any other cause, unless we fail to use reasonable care in preventing these occurrences.

The safe deposit box is your leased property, and you have control over and are in possession of your safe deposit 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 anything in your safe deposit box that is illegal, noxious or inherently dangerous to nearby persons or property.

When you demonstrate that you left certain property in your safe deposit 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.

### **Access**

We have given you two keys, which will open your safe deposit box, or you have personally set the combination to your safe deposit box. You agree not to duplicate the keys. We will not accept custody of these keys or the combination from you or someone acting on your behalf while this lease is in effect. If you lose one or both keys or the combination, then you will give an immediate written notice of this loss, and without delay bring in the remaining key, if any, to open the safe deposit box. You agree to pay all expenses of opening your safe deposit box, changing the lock and replacing the keys. You will pay us for these expenses when we request payment.

Our Banking Office in which your safe deposit box is located will be open during our usual business hours of each business day. We may change these hours if we decide it necessary to secure this office during an emergency, like a fire or inclement weather, or when any vault doors and locks are malfunctioning. We are not responsible for any loss caused by any failure of the locks or doors on any vault.

We may refuse you entry into the safe deposit box when:

1. Your rent or any other charge under the terms of this lease is past due;
2. We are served with an order or other legal process in which the court or other legal authority directs us to make this refusal or affects the contents or your safe deposit box; or
3. You violate other terms of this agreement.

We have no duty to determine the validity of any court order or legal process, so we are not obligated to compensate you for any damage or loss you have resulting from our compliance with this order, legal process or the law. You agree to pay us for all costs and expenses, including reasonable attorney's fees as permitted by law, if we become involved in any dispute (including lawsuits) about your safe deposit box or its contents. You will pay these costs to us when we ask you for them.

We may also refuse you access (to the extent permitted by law) into this safe deposit box on the death, incapacity or bankruptcy of any lessee, unless we:

1. Open it to search for testamentary document, to list its contents for tax purposes, or to accomplish any other purpose required or permitted by law;
2. Are satisfied that you or a legal representative of you or your estate is qualified and authorized to enter this safe deposit box and remove its contents; and
3. Receive satisfactory evidence that all federal, state or local requirements about notice, access in this safe deposit box or withdrawing its contents have been met.

## 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 safe deposit box to us on the termination of this lease.

Other charges due under this lease may include the costs for forcibly opening your safe deposit 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;
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 you a written notice (if required by law) to you about what we will do with your safe deposit 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 safe deposit 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 safe deposit box or contents placed in the safe deposit 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.

## Other Provisions

We will mail any notice to you to your latest address as shown on our safe deposit 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 agree to tell us in writing of the death, bankruptcy or incapacity of any of you before you seek to enter your safe deposit box.

We may change these rules and rental charges periodically. We will post the new rules and rental charges in the safe deposit 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 safe deposit 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 safe deposit 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 safe deposit 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 safe deposit 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 safe deposit 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.

## Joint Owners

If this safe deposit box is leased by more than one person, then you have joint tenancy with the right of survivorship in the safe deposit box and the lease. The ownership of the lease will not affect the title to any contents of the safe deposit box. Each of you may enter into the safe deposit box, cancel this lease, exchange or surrender the safe deposit box, or do anything else involving this safe deposit 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 safe deposit 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.