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 Personal deposit accounts, including Certificates of Deposit and Individual Retirement Account Plans – one or more of which may apply to you. Please keep this booklet with your other important documents, and refer to it whenever the need arises. Again, thank you for allowing us to be of service to you.

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

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PERSONAL ACCOUNT DISCLOSURES

I. CHANGES IN PERSONAL DEPOSIT ACCOUNT TERMS AND CONDITIONS

The 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 checking, money market and savings account(s) will be governed by The Huntington National Bank (“Huntington”) Agreement and Disclosure of Account Terms and Rules and Regulations (“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. This Disclosure booklet includes Huntington’s “Funds Availability Policy,” “Electronic Banking Services Agreement and Disclosure Statement,” “Electronic Transfer Agreement and Disclosure Statement,” and “Customer Information Privacy Notice”. Additional information is included in the Personal Account Charges Form.

The Rules and Regulations replace the Deposit Agreement and Disclosures of your account and all other disclosures previously provided to you for your Bank of America account.

We have highlighted below some of the differences between your current account terms and the new terms. We ask you to read the entire Rules and Regulations and all other account documents.

All Deposit Accounts

• The Account Documents are subject to an Arbitration Provision, which you should read carefully. If a dispute between you and us is arbitrated, the Arbitration Provision will substantially affect your rights, including your right to have a court trial or to bring, join in or participate in a class action.

• Huntington defines a dormant account as one on which you do not initiate activity for a substantial period of time. In that event, we may charge dormant account fees on the account, in addition to other charges. (See “Unclaimed Funds and Dormant Accounts” and also the Personal Account Charges Form included in this booklet.)

• We have described the rules applicable to account ownership in greater detail. (See “Account Ownership,” “Transferring Ownership,” “Joint Accounts,” “Joint Account Survivorship Rights,” “Liability of Joint Account Owners,” “Accounts Payable on Death” and “Accounts for Minors.”)

• Authorized Signors will no longer be honored unless we receive a Power of Attorney or similar document. If you would like an authorized signor who is not a Power of Attorney or similar to continue to have access to the account, you must add them as a joint owner on the account. Please consult the Joint Rights of Survivorship section before adding a joint owner to your account.

• We have added or changed the following provisions. (See “Notice of Arbitration Provision,” “No Special Access or Other Requirements,” “Communications to You Including to Cell Phones,” “Adverse Claims,” “Alert and Text Services,” “Night Depository,” “Disclosure of Information to Others,” “Recording” and “Our Other Rights.”)

• We have further clarified the information contained in the “Subaccounts” section.
• We have described in greater detail the rules applicable to deposits and withdrawals. (See “Making Deposits,” “Withdrawals,” “When Fees Are Incurred and Debited,” “Timing of Transactions,” “Special Rules for Pending Transactions,” “Posting Order,” “Overdrafts and Returns,” “Fees for Overdrafts and Returns,” “Overdraft Protection Transfer Plans” and “Transaction Limits.”)

• We have modified the provisions regarding your liability if you fail to notify us of an error.

• We have modified the provisions regarding amending the terms and conditions applicable to your deposit accounts and the means of giving notice to you. (See “Notices,” “Closing Your Account,” “Change in Terms” and “Electronic Documents; Document Retention.”)

• Our rules include provisions reflecting that we are a National Bank. (See “Where Your Account Is Maintained” and “Governing Law.”)

All Money Market and Savings Accounts
We have described in greater detail the transaction limits that are imposed by federal regulations. We can refuse to permit excessive withdrawal(s), terminate your automatic or third-party transfer and payment privileges, convert your account to a transaction account, stop paying interest on your account and/or close your account. (See “Transaction Limits.”) Any fees for excess activity will vary based on account type. (See the Personal Account Charges Form included in this booklet.)

All Savings Accounts
We compound and pay interest on a quarterly basis. (See “Rate Information.”)

All Certificate of Deposit (CD) Accounts
Upon renewal of any CD it will become subject to the terms in Section VIII of this document, Certificate of Deposit Account Agreement and Disclosure of Account Terms and Rules and Regulations.

Funds Availability Policy
• Bank of America’s funds availability policy found in the Deposit Agreement and Disclosures has changed. Consumer accounts are considered new during the first six months of account opening instead of 30 days. If your checking account relationship with Huntington is under six months old, up to $500 of some check deposits will be available on the first business day after the business day of deposit. The remaining balance of the deposit will normally be available on the second business day after the business day of the deposit depending upon the location of the financial institution or entity upon which the deposited check is drawn. (See “Availability of Other Deposits” and “Availability of Deposits Made at Automated Teller Machines.”)

• In addition, the entire amount of the following deposits will be available on the first business day after the business day of the 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; and
  – Traveler’s Cheques, 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.

• Electronic direct deposits will be available on the designated effective date of the transaction. (See “Availability of Electronic Deposits” and “Availability of Other Deposits.”)

• Applicable cut-off times are posted in each banking office if the cut-off time doesn’t coincide with the Branch closing time on a business day. Please note the earliest cut-off time for deposits made in person to one of our employees is 2:00 p.m. local time. The earliest cut-off time for deposits made at automated teller machines (ATMs) will be 12:00 p.m. If a later cut-off time is applicable, it will be posted at the ATM. The Night Depositories are not available for you to make deposits when Huntington Offices are open. (See “Determining the Availability of a Deposit,” “Availability of Deposits Made at Automated Teller Machine” and “Deposits Made at Night Depositories.”)

• In the event a longer delay may apply, Huntington will generally make funds available no later than the seventh business day after the business day of deposit. (See “Longer Delays May Apply.”)

• Huntington’s Funds Availability Policy applies to funds deposited into your personal checking account(s) at Huntington offices located in Ohio, Indiana, Kentucky, Michigan, Pennsylvania and West Virginia. (See “Funds Availability Policy.”)

• We have clarified how holds are placed on your account for checks drawn on another financial institution or entity. (See “Holds on Other 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 overdraft 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 overdraft if there are not enough funds in your account at the time of settlement. This may cause an Overdraft Fee if you have opted in to debit overdraft coverage (see “Fees for Overdrafts and Returns”).

Consider the following example: Assume you start the day with an account balance of $50, then 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, and your opt-in/out preferences for debit overdraft coverage, do one of the following:

- Return the check, but do 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, unless you have previously opted out of debit overdraft service.

Automatic Transfers

Huntington attempts to make each scheduled transfer only one time per transfer cycle. If funds are not available, the transfer may not be processed and you may be charged a fee.

Electronic Fund Transfers

- Your transfers will be governed by Huntington’s Electronic Transfer Agreement and Disclosure Statement.
- The phone number available to verify electronic deposits is 1-800-480-BANK (2265).
- Huntington’s new phone number and address to place stop payment requests or report unauthorized electronic payments are: 1-800-480-BANK (2265) or write to us in care of The Huntington National Bank, EA4W61, P.O. Box 1558, Columbus, Ohio 43216.
- The new phone number and address “In Case of Errors or Questions About Your Preauthorized Electronic Transfers” are: 1-800-480-BANK (2265) or write to us in care of The Huntington National Bank, EA4W61, P.O. Box 1558, Columbus, Ohio 43216.
- We explain the circumstances in which Huntington will disclose your information to third parties in “Disclosure of Information to Others.”
- This agreement is subject to federal and Ohio law. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law. (See “Law That Applies.”)
- We have also added the following sections: “Changing the Terms of This Agreement,” “Terminating This Agreement,” “Recording,” “Notices,” “Transfers We Will Honor” and “Statements.”
- We have clarified how to cancel future scheduled payments in the “Stopping Certain Electronic Payments” section.
- We are including additional examples where we will not have liability for failure to complete transactions beyond our control; see “Our Liability.”
- For changes pertaining to new accounts, please see “Preauthorized Electronic Transfer Agreement and Disclosure Statement” and “In Case of Errors or Questions About Your Preauthorized Electronic Transfers.”

Huntington’s Electronic Banking Services Agreement and Disclosure Statement

- This agreement covers ATM, PIN-Based Merchant Transactions, Debit Card Merchant Transactions and Direct Line Transactions.
- Please see “Your Liability” for important changes with respect to notifying the bank if your card is lost, stolen or used without your permission.
- You may make cash withdrawals or purchases of up to $400 at an ATM or POS terminal each day per card account, as explained in “Limits on Frequency and Dollar Amount of Transactions.” Other limits may apply.
- There is a new phone number and address to report “Unauthorized Use, Loss or Theft” of your Check Card: 1-800-480-BANK (2265) or write to us in care of The Huntington National Bank, Bank Card Security, 7 Easton Oval (EA5E99), Columbus, Ohio 43219.
- There is also a new phone number and address “In Case of Errors or Questions About Transactions Covered by This Agreement”: 1-800-480-BANK (2265) or write to us in care of The Huntington National Bank, EA4W61, P.O. Box 1558, Columbus, Ohio 43216.
- We explain the circumstances in which Huntington will disclose your information to third parties in “Disclosure of Information to Others.”
- This agreement is subject to federal and Ohio law. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law. (See “Law That Applies.”)
- We are including additional examples where we will not have liability for failure to complete transactions beyond our control. (See “Our Liability.”)
- We have clarified the applicable time period within which we will credit your account if you notify us of an error. (See “In Case of Errors or Questions About Transactions Covered by This Agreement.”)
- We have also added the following sections: “Making Deposits or Paying Bills at an ATM,” “International Transactions,” “Personal Identification Number (PIN) and Secret Code,” “Receipts,” “Statements,” “Changing the Terms of This Agreement,” “Terminating This Agreement” and “Notices.”
- We have clarified the charges associated with electronic fund transfers. (See the Personal Account Charges Form included in this booklet.)
- Debit Card Merchant Transactions are permitted only from your qualified checking account. (See “Debit Card Merchant Transactions.”)
Huntington's Privacy Policy

Huntington’s Privacy Notice describes our policies and practices with respect to privacy. It also contains instructions on how to communicate your privacy preferences (or “opt-outs”) to us. Your privacy preferences previously communicated to Bank of America will not transfer to Huntington. Since our policies and practices may differ from those of Bank of America, it is important that you read this information carefully. Privacy preferences previously communicated to Bank of America will not transfer. Please contact Huntington to reestablish privacy preferences with Huntington. In addition, you can stop by the nearest Huntington branch at any time to change your privacy preferences.

II. THE HUNTINGTON NATIONAL BANK ARBITRATION PROVISION FOR DEPOSIT ACCOUNTS

**THIS ARBITRATION PROVISION CONTAINS IMPORTANT INFORMATION ABOUT YOUR DEPOSIT ACCOUNTS WITH US. IT PROVIDES THAT EITHER YOU OR WE CAN START A BINDING ARBITRATION PROCEEDING TO RESOLVE ANY CLAIMS (AS DEFINED BELOW). ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE CLAIM IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING.**

This Arbitration Provision describes when and how a Claim (as defined below) with respect to a deposit account may be arbitrated. The term “deposit account” means any deposit account or safe deposit box at The Huntington National Bank. The terms “you” and “your” mean each deposit account owner and any other person having any legal or beneficial interest in any deposit account or any authority to access any deposit account or deposit account information or conduct transactions with respect to any deposit account. The terms “we,” “us” and “our” mean (i) The Huntington National Bank, its parent companies, wholly or majority-owned subsidiaries, affiliates, successors, assigns and any of their employees, officers and directors and (ii) any third party providing any services in connection with a deposit account if such third party is named as a party by you in any lawsuit between you and us. By opening a deposit account with us or accepting or using any deposit account services, you agree to all of the terms of this Arbitration Provision.

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

(b) What Claims Are Not Covered: A “Claim” does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including, without limitation, the Class Action and Consolidation Waiver (see paragraphs (e) and (f) below) and/or this sentence; all such disputes are for a court and not an arbitrator to decide. We will not choose to arbitrate an individual Claim that you bring against us in small claims court or your state’s equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration. Furthermore, nothing in this Arbitration Provision limits or constrains any (i) right to self-help remedies, such as the right of set-off or the right to restrain funds in a deposit account, (ii) individual judicial action by a party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind, (iii) right or obligation to interplead funds in the event of a dispute, (iv) right to exercise any security interest or lien in property, (v) obligation to comply with legal process or (vi) right to obtain provisional remedies with respect to funds or property, such as injunctive relief, seizure, attachment or garnishment by a court having appropriate jurisdiction.

(c) How Arbitration Is Started: Either you or we may start the arbitration of any Claim. Arbitration is started by giving written notice to the other party of the intent to start the arbitration. Except as otherwise provided by the Federal Arbitration Act, this notice may be given before or after a lawsuit has been started over the Claim or with respect to other Claims brought later in the lawsuit. If you start the arbitration, you must notify us at the following address: The Huntington National Bank, Deposit Account Arbitration, Attention: Customer Service, P.O. Box 1558, Columbus, Ohio 43272. If we start the arbitration, we will notify you in writing at your last known address we have on file. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration administrator.

(d) Choosing the Administrator: The party starting the arbitration proceeding must choose either the American Arbitration Association (www.adr.org) or JAMS (www.jamsadr.com) as the administrator. However, if you are the party starting the arbitration proceeding, you may, subject to our agreement, choose a different arbitration agency or arbitrator that qualifies with the requirements of this Arbitration Provision to act as administrator. In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience. However, no arbitration may be administered by an arbitration agency or arbitrator that will not follow, or has any policies or procedures materially inconsistent with, the terms of this Arbitration Provision. If for any reason the chosen arbitration agency or arbitrator is unable or unwilling or ceases to serve as the administrator, or does not qualify or ceases to qualify as an administrator under the terms of this Arbitration Provision, the parties shall, within 20 days after learning of such inability, unwillingness, cessation or disqualification, agree on another arbitration agency or arbitrator that does qualify under the terms of this Arbitration Provision. In the absence of such agreement, either party may apply to a court of competent jurisdiction for the court to appoint an arbitrator or arbitration agency; provided, however, that such arbitrator or arbitration agency must conduct the arbitration in accordance with this Arbitration Provision.
(e) Court and Jury Trials Prohibited and Other Limitations on Legal Rights: If arbitration is started with respect to a Claim, or if a court compels a Claim to be arbitrated under this Arbitration Provision, all of the following apply:

- There will be no right to try that Claim in court.
- There will be no jury trial on that Claim.
- There will be no discovery, except as allowed by the arbitration rules of the administrator or this Arbitration Provision.

We and you are prohibited from participating in a class action or class-wide arbitration with respect to that Claim (the “Class Action and Consolidation Waiver”). This means that neither you nor you can be a representative or member of any class of claimants or act as a private attorney general or in any other representative capacity in court or in arbitration with respect to that Claim. This also means that the arbitrator has no power or authority to conduct any class-wide arbitration. In addition, this means that Claims brought by or against one or more of you may not be joined or consolidated in the arbitration with Claims brought by or against any other depositor or person connected with a different deposit account (unless such persons are joint account holders or beneficiaries on your deposit account and/or other deposit accounts held by you).

- Except as allowed by this Arbitration Provision and the Federal Arbitration Act, the arbitrator’s decision will be final and binding.
- Other rights that you or we would have in court may also not be available in arbitration.

(i) Effect of Class Action and Consolidation Waiver: If the Class Action and Consolidation Waiver is invalidated or not enforced in a court proceeding, then this entire Arbitration Provision (except for this sentence) shall be null and void. Nothing in this paragraph (i) shall affect the right of any party to appeal any invalidation or non-enforcement of the Class Action and Consolidation Waiver.

(g) Location of Arbitration: Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

(h) Cost of Arbitration: Each administrator charges fees to administer an arbitration proceeding. This may include fees not charged by a court. When you choose an administrator, you should carefully review the fees charged by the administrator. If you or we start arbitration of a Claim, we will pay or reimburse you for up to $1,000 in fees that would otherwise be charged to you by the administrator. However, you may tell us in writing that you can’t afford to pay the fees charged by the administrator or that you believe those fees are too high. If you do so, we will pay or reimburse you for up to all of the fees that would otherwise be charged to you by the administrator if your request is reasonable and in good faith. We will always pay the fees if applicable law requires us to. We will not ask you to pay or reimburse us for any fees we pay the administrator. Notwithstanding any provision in the deposit agreement or any other applicable agreement or any right we may have under applicable law, (i) we will pay your reasonable attorneys’, experts’ and witnesses’ fees with respect to any Claim in the arbitration on which you prevail, whether you or we start the arbitration, or as required by applicable law, but otherwise those fees will be your obligation, and (ii) will not ask you to pay or reimburse us for any of our attorneys’, experts’ and witnesses’ fees in connection with the arbitration, regardless of which party prevails in the arbitration.

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

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

(k) Arbitration Result and Right of Appeal: Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator’s decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act. However, if the amount of the Claim exceeds $100,000, any party can appeal the award to a three-arbitrator panel administered by the administrator which shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to “the arbitrator” shall mean the panel of arbitrators if an appeal of the arbitrator’s decision has been taken. Subject to applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal. However, we will consider any good faith, reasonable request for us to pay all or any part of those fees if you are the appealing party.

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

Last Revision Date 02/2011

III. PROVISIONS APPLICABLE TO PERSONAL CHECKING ACCOUNTS

Agreement and Disclosure of Account Terms and Rules and Regulations for Consumer Checking Accounts

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

This Agreement and Disclosure of Account Terms and Rules and Regulations for Consumer Checking Accounts (the “Rules and Regulations”) applies to any type of
checking account you are opening with us except (i) any type of checking account we offer for businesses and (ii) any type of checking account we offer for consumers for which we have separate Rules and Regulations for that type of account. If we are providing you with these Rules and Regulations for an existing account, these Rules and Regulations replace the Rules and Regulations for that existing account.

These Rules and Regulations, the Personal Account Charges Form for the type of checking account you have, the rate sheet for the type of checking account you have (if any), any signature card for your account and any other documents for your account or to access or perform transactions on your account are collectively referred to as the “Account Documents”. The Account Documents collectively constitute the deposit contract for your checking account.

**NOTICE OF ARBITRATION PROVISION**
The Account Documents are subject to an Arbitration Provision, which you should read carefully. If a dispute between you and us is arbitrated, the Arbitration Provision will substantially affect your rights, including your right to have a court trial or to bring, join in or participate in a class action.

**Account Relationship**
If we are opening a new checking account for you, you agree to all of the provisions contained in the Account Documents and all of our procedures that govern checking accounts.

If we are transferring your funds to a new type of checking account from an existing checking account, which we are closing, your new checking account may have the same account number as the existing checking account it is replacing. Your new checking account is subject to all of the provisions of the Account Documents and all of our procedures that govern checking accounts.

If we are responding to your request for information about your existing checking account, then the Account Documents set forth the provisions that govern your existing checking account.

If we are responding to your request for information about our checking accounts, then we are not opening any account for you and the Account Documents have no legal effect other than to provide information to you. All of the information we provide to you is subject to change.

**Transaction Limits**
Although you may normally make withdrawals from your account at any time, under applicable federal law we can require you to give us seven days’ prior notice of any withdrawal, including but not limited to any withdrawal by check or by electronic means. The foregoing sentence does not apply to your account if it is a demand deposit account (see “Demand Deposit Accounts” section below).

Any limitations on electronic funds transfers available for your account are set forth in the agreement and disclosure for that electronic funds transfer service.

You may not use or permit your account to be used to make or participate in illegal transactions or Internet gambling. We will not be liable if you engage in an illegal transaction or Internet gambling. We may reject or deny any transaction, including but not limited to merchant authorization or other electronic inquiries, if we believe there is a reason to do so, including any illegal or Internet gambling transaction.

**Charges**
You agree to pay the applicable fees and charges set forth from time to time in the Personal Account Charges Form applicable for the type of account you have. You also agree to pay any fees and charges we assess in connection with garnishments, attachments, levies, support orders, court orders, or other process involving your account. You also agree to pay our fees and charges for additional services in connection with your account. We will not charge an Overdraft Fee for fees and charges assessed into overdraft.

You authorize us to debit all fees and charges from your account, whether or not that causes an overdraft in your account.

We may from time to time, in our sole discretion, waive certain fees and charges on a one-time, periodic or other basis without changing the terms of these Rules and Regulations or your obligations under these Rules and Regulations and without obligating us to provide similar waivers in the future.

**When Fees Are Incurred and Debited**
Monthly fees are incurred at the beginning of the monthly statement period and debited at the end of the statement period. For new accounts, monthly fees are incurred when the account is opened. When an account is closed, monthly fees are debited when the account is closed rather than waiting until the end of the statement period. Monthly fees incurred for the monthly 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 month during that statement period. However, any monthly fee incurred will be waived if a waiver condition applies. During the monthly statement period in which an account is opened or closed, minimum or average daily balance requirements are computed for the days the account was opened during that statement period.

Activity or transactional fees are incurred when the activity or transaction occurs, and may be debited when the activity or transaction occurs or at the end of the monthly statement period. When an account is closed, activity or transactional fees may be debited when the account is closed if not previously debited during that statement period.

**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.

**Making Deposits**
You may make deposits to your account 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 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, endorse the other’s checks or other items for deposit to your account.

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 and our Funds Availability Policy, 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 debit that amount from your account. We may also charge you a fee for such returned deposited items. We may debit the amount from your account even before a deposited item is returned to us if we have 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 forgery or unauthorized endorsement, 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 we determine is 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 return. 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 forgery or unauthorized endorsement, 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.

Night Depository

We provide automated teller machines (ATMs) where you can make deposits, payments, withdrawals or other transactions either during or after business hours for our banking offices. We strongly advise you to use our ATMs, and not our night depository facility, to make deposits or payments after hours. The night depository facility is intended for commercial customers with large after-hours deposits and is not designed to be used by consumer customers.

If you do use the night depository facility, you may only use it to make deposits or payments. You must place the deposit or payment into a fully completed envelope, which we make available. If it is unclear to us what to do with the deposit or payment, we may credit it to any account you have with us. If we do not find your deposit or payment in the night depository, it shall be conclusively presumed that the deposit or payment was not placed in the night depository, and we have no responsibility or liability for it. We likewise are not responsible or liable for any loss of deposits or payments caused by fire, flood, water damage, vandalism, burglary or acts of God. We may cease availability of a night depository at any time without notice to you.

Withdrawals

Except as otherwise limited by these Rules and Regulations, withdrawals from your account 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 applicable law, we will charge against your account any postdated check you have written even if it is presented before the date of the check.

Subject to applicable federal law 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. 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.

We are not responsible to take action on, or for failure to notify you, of restrictive language placed on checks or other items, including but not limited to terms such as “void after 90 days”, “paid in full”, “two signatures required”, “void over $100” or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing systems and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems.

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.

Overdrafts and Returns

If there is not enough money in your account to cover a transaction presented to us, we may, in our sole discretion, either pay it and cause an overdraft or return it (bounce a check, for example). In either case, we may charge you a fee as explained under “Fees for Overdrafts and Returns” below. You have no right to overdraft your account, and no course of dealing, usage of trade, or bank policy or procedure establishes a right for you to overdraft 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.
transactions unpaid, that may have other adverse consequences for you, such as fees
your account but for the pending authorization request. However, if we return other
Overdraft Fee or a Return Fee if there would have been enough available funds in
transactions pending final settlement. This can cause other transactions to be
two-step process that can affect availability of funds in your account to pay other
Certain transactions, such as debit card purchases and ATM transactions, have a
Fees for Overdrafts and Returns
We charge fees for paying overdraft transactions or for returning them. However, we
will not charge any fees resulting from paying overdrafts for ATM and one-time (everyday) debit card transactions if you have previously opted out of debit overdraft service (see the separate form “What You Need to Know about Overdrafts and Overdraft Fees”).
In most cases, if we authorize an ATM or one-time (everyday) debit card transaction, we are required by card network rules to pay it when it settles, even if that causes your account to overdraw. If you have opted in to debit overdraft service, we may charge you an Overdraft Fee if that happens. If you have opted out of debit overdraft service, we must still pay the item into overdraft if card network rules require us to do so, but we cannot charge you an Overdraft Fee. However, if you do not opt in to debit overdraft service, we will generally deny an authorization request if at the time of authorization the authorization amount would overdraw your account. We determine the amount of the fee for overdraft or returned transactions on any given day based on the total number of occurrences during the 1-year period ending and including that day. The amount we charge for overdraft fees and return fees is shown on our Personal Account Charges Form. An “occurrence” means a day for which there is at least one transaction in your account to cover when your account does not have enough funds, whether we pay or return the transaction and whether or not we charge a fee. We also charge an extended overdraft fee if your account remains overdrawn for an extended period. See our Personal Account Charges Form for the amount of this fee.

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 if you have opted in to debit overdraft coverage (see “Fees for Overdrafts and Returns” above).

Consider the following example: Assume you start the day with an account balance of $50, then 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, and your opt-in/out preferences for debit overdraft coverage, 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, unless you have previously opted out of debit overdraft service.

Posting Order
Posting order is a very complex process, involving many hundreds of types of transactions. Generally, however, on any given business day, we post deposits and credits first, followed by various categories of withdrawals, payments, transfers and other debits, with fees and interest (if any) posted at the end. Within the various categories of debits:

• We post certain electronic transactions that have a valid date/time stamp authorization in chronological order, such as most debit card purchases and ATM withdrawals and transfers.

• We post most checks in check number order, with exceptions for certain checks that we are not able to return.

• We post other items, entries and transactions in low-to-high order based on amount within their specific categories.

If there are not enough available funds in your account to cover all transactions to be paid or debited from your account on a given day, the posting order we establish will determine which ones we are able to pay or debit from available funds. The posting order can 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 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.

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 and Transaction History
We will provide you with periodic statements showing the activity on your account. Daily transaction activity may also be viewed online if you are an online banking customer, or through other mobile or digital methods we make available. It is your duty to review your statements and transaction history promptly to determine and report to us 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. We are not required to return your cancelled checks or other items with your statements or otherwise. If we do return them, or provide access to them online or otherwise, you should review those promptly for errors as well.

Except as otherwise provided for electronic fund transfers by applicable law or by other agreements applicable to your account, if you fail to notify us of errors in the manner specified below within 30 days after 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.

• We will have no 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.

Your notice of error must be provided by calling us at 800-480-2265 or writing to us at The Huntington National Bank, Attention: Customer Service, P.O. Box 1558, Columbus, Ohio 43272.

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.

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 or other mobile or electronic method, our telephone banking facility or some other means, your account will be maintained in Columbus, Ohio, unless we assign your account to a different banking office in another area, region, or state. 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. 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 endorse 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. We may use the
money in your account to satisfy any garnishment, attachment, levy or similar process against any one or more of you, regardless of the source of the funds in your account.

**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 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 your state (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.

We may allow this account to be opened in the name of a minor jointly with a person who is not a minor. In such case, the account is treated as a joint account as provided in these Rules and Regulations, except that the account holder who is not a minor is responsible for all transactions and other activity on the account by the minor. The account holder who is not a minor 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 claim with respect to the authority of the minor to perform transaction or otherwise conduct activity on the account.

We may also allow this account to be opened individually or jointly in the name of a minor or minors without also having an account holder who is not a minor and without a custodian for a minor beneficiary under the Minors Act if applicable law so permits and if it is our policy to do so. If we open such an account, you agree that you will be obligated under these Rules and Regulations, and under all of the Account Documents, to the full extent permitted by applicable law. You also agree that any transaction or activity you perform or conduct after you become of age and are no longer a minor is a ratification of all transactions and activity on the account by you or any other account holder during the time you were a minor. If there is more than one minor on this account, each minor on the account to come of age has the obligations set forth in the preceding paragraph with respect to any account holder who is still a minor.

**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, subject to applicable law, 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 and have had a reasonable time to act on such notice.

**Verification of Authority and Identity**

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 (i) to verify that the person(s) opening or owning 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 and (ii) to establish the identity of any such person(s).
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 not specifically authorized by these Rules and Regulations (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 checks or other 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 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 your account for a substantial period of time, we will treat your account as being dormant. In that event, you agree that, unless prohibited by applicable law, we may charge dormant account fees on your account in addition to other charges. In addition, we may stop sending you periodic statements or providing you other information on 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 this account and any pledge 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 pledge.

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. We will not be liable for the dishonor of any check or other item, entry or transaction when the dishonor occurs because we set-off a debt against your account. You agree to indemnify us and hold us harmless from any claim (including reasonable attorneys’ fees) arising as a result of our exercise of our right of set-off.

If your account is a joint account, each of you also agrees that you are responsible to pay any overdraft created on your account by any of you or as a result of fees or charges posting to your account.

Communications with 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 rerecorded/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.

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 item drawn on your account or any other payment, withdrawal or transfer instruction. We have no obligation to determine the merits of any claim in connection with placing or keeping the hold on your account.

Fraud

If we suspect fraud on your account or have reasonable cause to doubt collectability of any deposit, we may place a hold on your account and refuse to accept deposits of any kind to the extent not prohibited by law. We will not be liable for the dishonor of any check or other item, entry or transaction resulting from such hold.

Stop Payment Order

You can stop payment of a check or similar paper item by calling us 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 indemnify us and hold us harmless from any liability or loss (including reasonable attorneys’ fees) 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, but will lapse after 14 days if the original order was oral and was not confirmed in writing within that 14-day period. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on a money order or check (such as an official, certified, cashier’s or teller’s check) issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us.

Alert and Text Services

You may choose to enroll in our mobile text messaging and alert services (collectively, “Text Services”). By receiving or otherwise using Text Services, you agree to the
following terms. You agree that we may send messages through your communication
service provider in order to deliver them to you and that your communication services
provider is acting as your agent in this capacity. We may use a telephone number,
e-mail address or other delivery location we have in our records for you or other such
contact information as you may provide to us for the Text Services so that we may send
you certain information about your applicable account. Additionally, you agree to indemni
fy, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys’ fees) arising from
your provision of a phone number, e-mail address, or other delivery location that is
not your own or your violation of applicable federal, state or local law, regulation or
ordinance. Your obligation under this paragraph shall survive after your applicable
account is closed.

The Text Services are provided for your convenience and do not replace your monthly
account statement(s), which are the official record of your accounts. You understand
and agree these services may not be encrypted and may include personal or
confidential information about you such as your account activity or the status of
your account. For a portion of the Text Services, information may be delivered to
voicemail or answering machines if nobody answers the telephone. Messages may be
delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone
carriers, or other parties. We will not be liable for losses or damages arising from
any disclosure of account information to third parties, non-delivery, delayed delivery,
misdirected delivery or mishandling of, or inaccurate content in, the messages sent
through the Text Services.

The Text Services are only available to customers who have an eligible account
with us. While you must have an eligible account to use the Text Service, once it is
activated, if you have other types of accounts with us, you may have access to those
other accounts as well.

You are responsible for any and all charges, including, but not limited to, fees
associated with text messaging imposed by your communications service provider or others. Message and data rates may apply. Such charges include those from your
communications service provider. Message frequency depends on user preferences.

To cancel the Text Services, send STOP to 446622 at any time. In response to your
STOP message, you agree and consent that we or a third party acting on our behalf
may send you a text message confirming that you have elected to cancel
Text Services. For help or information on the Text Services, send HELP to 446622.
For additional assistance with the Text Services, contact customer service at
1-800-480-BANK

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.

Disclosures 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.

Subaccounts

Your checking account consists of two subaccounts: subaccount A and subaccount
B. Subaccount A is a negotiable order of withdrawal deposit account, unless you
have the type of checking account that is a demand deposit account (see “Demand
Deposit Accounts” section below), in which case, subaccount A is a demand deposit
account. Subaccount B is a savings deposit account. Except as provided in this
“Subaccounts” section, all of the provisions of the Account Documents apply to the
account taken as a whole without reference to the subaccounts. If interest is paid on
your account, the applicable interest rate for the type of account you have will apply to
both subaccounts.

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 or transactions
(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 paid, withdrawn
or transferred from your account will be paid, withdrawn or transferred from the
balances credited to subaccount A. All deposits and credits to your account will
be credited to subaccount A. We may from time to time reallocate the balances by
internal transfers between the subaccounts as we deem necessary or appropriate
to maintain the Reserved Balance in subaccount B or to make funds available in
subaccount A for checks, debits and other items paid, withdrawn or transferred from
your account. These internal 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 monthly statement
period from subaccount B to subaccount A, and if a sixth such transfer is made in
a monthly statement period, all funds in subaccount B will be credited in that sixth
transfer to subaccount A for the remainder of the monthly statement period.

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.
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.

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

Closing Your Account

We may close your account at any time with or without cause and with or without notice to you. We will return the balance in your account, less any fees or service charges, claims, set-offs or other amounts you owe us. After your account is closed, we have no obligation to accept deposits, pay any outstanding checks or honor any other withdrawal or transfer. You agree that we shall be relieved of any and all liability for refusing to honor any check or other item or entry drawn on a closed account. Your obligations in the Account Documents to indemnify us survive the closing of your account.

Change in Terms

From time to time we may change the provisions of the Account Documents. 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).

Electronic Documents: Document Retention

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

We may, in the ordinary course of business, destroy the original and/or copies of the signature card or any other Account Documents in connection with your account after we make a record, copy, photograph, image or representation of it by electronic or other means for purposes of reducing paperwork storage requirements or for other business reasons. You agree that such destruction does not alter the intent of the parties to continue to be bound by the signature card and other Account Documents. You also agree that the electronic or other record we maintain shall be treated the same as any original document.

You agree not to take any action or otherwise challenge or question the validity, enforceability or accuracy of the signature card or any Account Documents merely because any of such documents was provided in electronic form or because the original was destroyed in connection with our document retention practices.

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. In addition, with respect to fees and charges on your account that are “interest” under federal law (if any), the law of the state of Ohio shall be applicable in determining the amount of interest permitted under federal law with respect to such fees and charges. For all other aspects of your account, to the extent federal laws and regulations are not applicable (and only to that extent), the Account Documents, your account and the services provided pursuant thereto shall be governed by the law of the state where your account is maintained as determined above under “Where Your Account is Maintained”.

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.

Demand Deposit Accounts

The following types of currently offered checking accounts covered by these Rules and Regulations are demand deposit accounts:

• Huntington Estate Checking

FOR CHECKING ACCOUNTS THAT PAY INTEREST: If your account pays interest, the following additional provisions apply to your account:

Rate Information

The current interest rate(s) and annual percentage yield(s) we pay on your account, and minimum balances to earn each rate, are shown on the current rate sheet which we are providing to you at the same time as these Rules and Regulations. If your account does not pay interest, we will not provide you with a rate sheet.

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.

The interest rate or rates and annual percentage yield may change at any time at our discretion without notice to you. Interest will be compounded and paid on a monthly basis. Interest will be paid by adding it to your account (less any amount required to be withheld).

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 your account at the end of each day, less the amount of any items for which we have not begun to accrue interest as described below, to determine the interest earned for that day. We then
add together the interest earned for each day in the statement period to determine the amount of interest to pay you for that statement period.

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

Minimum Balance to Earn Interest
The principal balance you must have in your account at the end of the day to qualify to earn any interest for that day is stated in the Personal Account Charges Form currently applicable for the type of account you have. If you qualify, we compute interest for that day using the current interest rate for which your principal balance at the end of the day qualifies you.

FORM: RRCHECKING (REV. 07/14)

IV. PERSONAL ACCOUNT CHARGES FORM FOR PERSONAL CHECKING ACCOUNTS

Huntington Asterisk-Free Checking® Account
Effective July 28, 2014
This document contains our schedule of personal account charges for the Asterisk-Free Checking Account, which is a consumer deposit account. Other consumer deposit accounts have a separate schedule of personal account charges.
This document is part of the Disclosure of Account Terms and Rules and Regulations for the Asterisk-Free Checking Account that you are opening or for which you have requested information. Additional disclosures are provided on other documents given to you at the same time as this document.
From time to time we may offer programs under which we may waive some of the fees described in this document, other than as contained in this document.
As used in this document, “ATM” means automated teller machine.

No monthly checking maintenance fee or minimum balance requirement.

NO COST OR DISCOUNTED SERVICES

Features of Checking Account:
• No fee on Huntington ATM withdrawals, transfers and mini-statements.
• No $10 daily transfer fee if you choose the Deposit-to-Deposit Overdraft Protection Plan.
• Free Online Banking and Bill Pay.
• No Huntington charge for Mobile Banking, but your carrier’s message and data rates may apply.
• No Huntington charge for Secure Text Banking, but your carrier’s message and data rates may apply.
• Huntington MasterCard® Debit Card provided at no charge.
• Unlimited check writing.
• Free Identity Theft Resolution Services. Includes identity theft resolution assistance, identity theft resolution toolkit and online identity theft resource center. Call 800.480.BANK (2265) to obtain information about these services.

Other Companion Services Included with Your Account

Savings Account
Waiver of savings account minimum balance fee. You will be responsible for any fees for ATM transactions charged by the owner of a non-Huntington ATM or other terminal, and such fees may be included as part of the withdrawal amount.

Overdrafts
An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We may pay overdrafts at our sole discretion, but we are not required to do so and we may return the item or entry instead. However, we will not charge any fees resulting from paying overdrafts for ATM and one-time (everyday) debit card transactions if you have not asked us to authorize and pay these transactions.

Overdraft Fee and Return Fee
We determine the amount of the fee for overdraft or returned items or entries on any given day based on the total number of occurrences during the 1-year period ending and including that day:

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</tbody>
</table>

Occurrences: An “occurrence” means a day for which there is at least one item or entry in your account to cover, whether we pay or return the item or entry and whether or not we charge a fee.

Overdraft Fee: For paying each item or entry that overdraws your account. Examples are overdrafts created by check, draft, in-person withdrawal, debit card purchase, ATM withdrawal or other electronic means. There is a limit of 4 overdraft fees per day and we will not charge the fee unless your account is overdrawn by $5 or more.

Return Fee: For returning (and not paying) each item or entry when there are not enough funds in the account. Examples are returns of checks, drafts or transfers or withdrawals by electronic means. There is a limit of 4 return fees per day.

ATM & Debit Card Transactions
We won’t authorize ATM withdrawals or debit card purchases when you don’t have enough available money in your account unless you opt in to debit overdraft service. Learn more at huntington.com/disclosures/regeoddisclosure.pdf.
Also, these types of transactions may cause a pending authorization until the transaction is finally settled later that day or in the next few days. See your account Rules and Regulations under “Special Rules for Pending Transactions”. The amount of the pending authorization may not be available to pay other items. This may cause checks or other items to overdraw your account or to be returned unpaid. However, we will not charge Overdraft Fees or Return Fees for overdrafts or returns caused by a pending authorization.

When ATM and debit card transactions settle for payment, they may cause an overdraft if there is not enough available money in your account at that time. In that case, we will charge an Overdraft Fee unless you have opted out of debit overdraft service.

**Extended Overdraft Fee**

If your account is overdrawn 5 or more 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. There is a maximum of four $25 fees during each continuous overdraft period. No fee if balance is overdrawn by less than $10.

**24-Hour Grace**

For any business day that your account is overdrawn at the end of the day and one or more Overdraft Fees are incurred, we will waive those Overdraft Fees if your account is not overdrawn by more than $4.99 at the end of the next business day. A “business day” does not include Saturdays, Sundays or federal holidays even if one or more of our branches are open on those days. For example, we will waive Overdraft Fees incurred on Friday if your account is not overdrawn by more than $4.99 at the end of the business day on the following Monday.

Any deposit or transfer to cure the overdraft must be made prior to midnight at the end of that next business day. In figuring the amount needed to cure the overdraft, remember to take into consideration other transactions that may be posted to your account that will affect the amount needed to cure. Examples of such other transactions are checks, withdrawals, transfers, purchases, payments or other debits. We do not become aware of these other transactions until they are presented to us for payment or settlement. Transactions affecting your account are presented to us all during the next business day on which you need to cure. We do not completely know all transactions that will be presented for that next business day until we finish processing after the end of that next business day. Thus, during the time you have to cure on the next business day, only you know all of your transactions that may affect the amount needed to cure.

24-Hour Grace does not apply to Extended Overdraft Fees or Return Fees, nor does it affect the number of overdraft occurrences for purposes of determining the amount of an Overdraft Fee.

Please visit huntington.com/grace for further details about this service.

**Overdraft Protection Plan Fees**

- Each Deposit to Deposit Overdraft Protection Transfer $0
- Each Personal Credit Line Overdraft Protection Transfer $0
- Personal Credit Line Overdraft Protection transfer fee does not apply to Overdraft Protection Lines of Credit originated by Sky Bank.
- Each Credit Card Overdraft Protection Transfer $0
- Checking Reserve Account monthly participation fee (charged to your Checking Reserve Account) $12

See the Agreement and Disclosure of Account Terms and Rules and Regulations for Consumer Checking Accounts for a description of available overdraft protection plans.

**Fees for Other Checking Account and Miscellaneous Services**

- Each Huntington ATM extended statement $2
- Each non-Huntington ATM transaction $2
- Returned Deposit Item Fee $10
- Stop Payment $31
- Dormant Account Fee (per month) $31
- Applies when there is no customer-initiated transaction for 24 months for personal money market and savings accounts or 6 months for personal checking accounts. Exceptions to the fee: minor accounts or accounts with a minimum balance of $1,000. Not applicable for accounts opened in Indiana and Florida.
- Monthly Hold Mail Fee $5
- Early Account Closing Fee (within 180 days of opening) $25
- Money Order charge
  - Huntington customers $5
  - Non-Huntington customers $6
- Cashier’s Check charge
  - Huntington customers $6
  - Non-Huntington customers $15
Features of Checking Account:

- Traveler’s Cheques charge for individuals
  - Huntington customers ........................................... 2% of face value
  - Non-Huntington customers .................................... 3% of face value
- Traveler’s Cheque for Two charge
  - Huntington customers ........................................... 2.5% of face value
  - Non-Huntington customers .................................... 3% of face value
- Fee for Wire Transfer
  - Domestic Outgoing .............................................. $25
  - Domestic Incoming ............................................... $15
  - Foreign/International Outgoing ................................. $75
  - Foreign/International Incoming ................................. $15

FORM: RASTERISKFREECHKRPAJC (07/14)

Huntington Plus Checking® Account

This document contains our schedule of personal account charges for the Huntington Plus Checking Account, which is a consumer deposit account. Other consumer deposit accounts have a separate schedule of personal account charges.

This document is part of the Disclosure of Account Terms and Rules and Regulations for the Huntington Plus Checking Account which you are opening or for which you have requested information. Additional disclosures are provided on other documents given to you at the same time as this document.

From time to time we may offer programs under which we may waive some of the fees described in this document, other than as contained in this document.

As used in this document, “ATM” means automated teller machine.

$15 monthly checking maintenance fee. This fee is waived for each monthly statement period that your Total Relationship Balance is at least $15,000. See the “Total Relationship Balance” section of this Personal Account Charges Form for a description of how this balance is calculated.

Minimum balance to earn interest .................................. $0.01

See the corresponding rate sheet applicable to Huntington Plus Checking Account.

NO COST OR DISCOUNTED SERVICES

Features of Checking Account:

- No check printing charge for the following Huntington design checks: Huntington Exclusive, Ohio State Buckeyes, Columbus Blue Jackets, and Indianapolis Colts. All other styles are at current vendor price and are not discounted.
- Free Online Banking and Bill Pay.
- No Huntington charge for Mobile Banking, but your carrier’s message & data rates may apply.
- No Huntington charge for Secure Text Banking, but your carrier’s message & data rates may apply.
- Huntington MasterCard® Debit Card provided at no charge.
- Unlimited check writing.
- Free Identity Theft Resolution Services – Includes identity theft resolution assistance, identity theft resolution toolkit, and on-line identity theft resource center. Call 800.480.BANK (2265) to obtain information about these services.

Other Companion Services Included with Your Account:

- Money Market and Savings Accounts
  Waiver of money market and savings account minimum balance fee and monthly maintenance fee.
- Annual fee waived for Small Safe Deposit Box – Limit one and subject to branch availability.
- No Huntington charge for Traveler’s Cheques, Money Orders, Cashier Checks and/or Notary Service, but Huntington charges for Traveler’s Cheques for Two.

OVERDRAFTS

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We may pay overdrafts at our sole discretion, but we are not required to do so and we may return the item or entry instead. However, we will not charge any fees resulting from paying overdrafts for ATM and one-time (everyday) debit card transactions if you have not asked us to authorize and pay these transactions.

Overdraft Fee and Return Fee

We determine the amount of the fee for overdraft or returned items or entries on any given day based on the total number of occurrences during the 1-year period ending and including that day:

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Occurrences: An “occurrence” means a day for which there is at least one item or entry in your account to cover, whether we pay or return the item or entry and whether or not we charge a fee.

Overdraft Fee: For paying each item or entry that overdraws your account. Examples are overdrafts created by check, draft, in-person withdrawal, debit card purchase, ATM withdrawal or other electronic means. There is a limit of 4 overdraft fees per day and we will not charge the fee unless your account is overdrawn by $5 or more.
ATM & Debit Card Transactions

We won’t authorize ATM withdrawals or debit card purchases when you don’t have enough available money in your account unless you opt in to debit overdraft service. Learn more at huntington.com/disclosures/rogeroddisclosure.pdf.

Also, these types of transactions may cause a pending authorization until the transaction is finally settled later that day or in the next few days. See your account Rules and Regulations under “Special Rules for Pending Transactions”. The amount of the pending authorization may not be available to pay other items. This may cause checks or other items to overdraft your account or to be returned unpaid. However, we will not charge Overdraft Fees or Return Fees for overdrafts or returns caused by a pending authorization.

When ATM and debit card transactions settle for payment, they may cause an overdraft if there is not enough available money in your account at that time. In that case, we will charge an Overdraft Fee unless you have opted out of debit overdraft service.

Extended Overdraft Fee

If your account is overdrawn 5 or more 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. There is a maximum of four $25 fees during each continuous overdraft period. No fee if balance is overdrawn by less than $10.

24-Hour Grace®

For any business day that your account is overdrawn at the end of the day and one or more Overdraft Fees are incurred, we will waive those Overdraft Fees if your account is not overdrawn by more than $4.99 at the end of the next business day. A “business day” does not include Saturdays, Sundays or federal holidays even if one or more of our branches are open on those days. For example, we will waive Overdraft Fees incurred on Friday if your account is not overdrawn by more than $4.99 at the end of the business day on the following Monday.

Any deposit or transfer to cure the overdraft must be made prior to midnight at the end of that next business day. In figuring the amount needed to cure the overdraft, remember to take into consideration other transactions that may be posted to your account that will affect the amount needed to cure. Examples of such other transactions are checks, withdrawals, transfers, purchases, payments or other debits. We do not become aware of these other transactions until they are presented to us for payment or settlement. Transactions affecting your account are presented to us all during the next business day on which you need to cure. We do not completely know all transactions that will be presented for that next business day until we finish processing after the end of that next business day. Thus, during the time you have to cure on the next business day, only you know all of your transactions that may affect the amount needed to cure.

24-Hour Grace® does not apply to Extended Overdraft Fees or Return Fees, nor does it affect the number of overdraft occurrences for purposes of determining the amount of an Overdraft Fee.

Please visit huntington.com/grace for further details about this service.

OVERDRAFT PROTECTION PLAN FEES

Overdraft Protection Plans

- Each Deposit to Deposit Overdraft Protection Transfer ........................................ $0
- Each Personal Credit Line Overdraft Protection Transfer .................................... $0
- Each Personal Credit Line Overdraft Protection transfer fee does not apply to Overdraft Protection Lines of Credit originated by Sky Bank.
- Each Credit Card Overdraft Protection Transfer ................................................... $0

Checking Reserve Account

Checking Reserve Account monthly participation fee (charged to your Checking Reserve Account) .................................................. $12

See the Agreement and Disclosure of Account Terms and Rules and Regulations for Consumer Checking Accounts for a description of available overdraft protection plans.

Fees for Other Checking Account and Miscellaneous Services

- Each Huntington ATM extended statement ......................................................... $2
- Each non-Huntington ATM transaction (waiver of up to the first 5 non-Huntington ATM Cash Withdrawal fees assessed by Huntington during the statement period. Huntington will reimburse you for fees on the same transactions that are charged by the owner of a non-Huntington ATM or other terminal) ............................................................... $2

You will be responsible for any additional fees for ATM transactions charged by the owner of a non-Huntington ATM, and such fees may be included as part of the withdrawal amount.

- For international debit card and ATM transactions (whether or not you use your PIN) ......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.
• Check Image Statement Fee (multiple front images per page) ................ $2
• Returned Deposit Item Fee ........................................... $10
• Stop Payment ................................................................. $31
• Dormant Account Fee (per month) .................................. $5

**Applies when there is no customer-initiated transaction for 24 months for personal money market and savings accounts or 6 months for personal checking accounts. Exceptions to the fee: minor accounts or accounts with a minimum balance of $1,000. Not applicable for accounts opened in Indiana and Florida.**

• Monthly Hold Mail Fee .................................................. $5
• Early Account Closing Fee (within 180 days of opening) ........ $25
• Money Order charge
  – Non-Huntington customers ........................................... $6
• Cashier's Check charge
  – Non-Huntington customers ........................................... $15
• Traveler’s Cheque charge for individuals
  – Non-Huntington customers ........................................... 3% of face value
• Traveler’s Cheque for Two charge
  – Huntington customers .................................................. 2.5% of face value
  – Non-Huntington customers ........................................... 3% of face value
• Fee for Wire Transfer
  – Domestic Outgoing ..................................................... $25
  – Domestic Incoming ......................................................... $15
  – Foreign/International Outgoing ....................................... $75
  – Foreign/International Incoming ....................................... $15

**Total Relationship Balance**

You can avoid the monthly checking maintenance fee for any statement period on this checking account when you keep a total relationship balance of at least $15,000 in a combination of deposits held directly with us in investments made through our affiliate, The Huntington Investment Company. Eligible deposits are these checking account and your personal money market, savings, certificate of deposit (CD), and individual retirement (IRA) accounts. Eligible investments are those in your name which The Huntington Investment Company reports to our deposit system for inclusion in the total relationship balance, and generally include investments (both IRA and non-IRA) held in brokerage accounts and certain direct investments in mutual funds and annuities, as well as retail life insurance products. You must ask us to link eligible accounts for them to be included in the total relationship balance. Eligible accounts you have linked to other checking accounts cannot be linked to this checking account. We figure the total relationship balance each month by adding the qualifying balances, as we determine them, for all of your eligible linked accounts to the average daily balance of this checking account for the monthly statement period.

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**Investment and insurance products are:**

**NOT A DEPOSIT • NOT FDIC INSURED • NOT GUARANTEED BY THE BANK • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • MAY LOSE VALUE**

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**Employee Plus Account**

Effective July 28, 2014

This document contains our schedule of personal account charges for the Employee Plus Checking Account, which is a consumer deposit account. Other consumer deposit accounts have a separate schedule of personal account charges.

This document is part of the Disclosure of Account Terms and Rules and Regulations for the Employee Plus Checking Account that you are opening or for which you have requested information. Additional disclosures are provided on other documents given to you at the same time as this document.

From time to time we may offer programs under which we may waive some of the fees described in this document, other than as contained in this document. As used in this document, “ATM” means automated teller machine.

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No monthly checking maintenance fee.

Minimum balance to earn interest: ................................. $0.01

See the corresponding rate sheet applicable to the Employee Plus Checking Account.

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**NO COST OR DISCOUNTED SERVICES**

**Features of Checking Account:**

• Waiver of up to the first 5 non-Huntington ATM Cash Withdrawal fees assessed by Huntington during the statement period. Huntington will also reimburse you for fees on the same transactions charged by the owner of a non-Huntington ATM or other terminal. You will be responsible for any additional fees for ATM transactions charged by the owner of a non-Huntington ATM, and such fees may be included as part of the withdrawal amount.

• No fee on Huntington ATM withdrawals, transfers and mini-statements

• No check printing charge for the following Huntington design checks: Huntington Exclusive, Ohio State Buckeyes, Columbus Blue Jackets, and Indianapolis Colts. All other styles are at current vendor price and are not discounted.

• Free Online Banking and Bill Pay

• No Huntington charge for Mobile Banking, but your carrier’s message & data rates may apply

• No Huntington charge for Secure Text Banking, but your carrier’s message & data rates may apply
• Huntington MasterCard® Debit Card provided at no charge
• Unlimited check writing
• Free Identity Theft Resolution Services - Includes identity theft resolution assistance, identity theft resolution toolkit, and on-line identity theft resource center. Call 800.480.BANK (2265) to obtain information about these services.

Other Companion Services Included with Your Account
• Money Market and Savings Accounts
  Waiver of money market and savings account minimum balance fee and monthly maintenance fee.
  • Annual fee waived for Small Safe Deposit Box – Limit one and subject to branch availability
  • No Huntington charge for Traveler’s Cheques, Money Orders, Cashier Checks and/or Notary Service, but Huntington charges for Traveler’s Cheques for Two.
  • Waiver of money market and savings account minimum balance fee and monthly maintenance fee.

OVERDRAFTS
An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We may pay overdrafts at our sole discretion, but we are not required to do so and we may return the item or entry instead. However, we will not charge any fees resulting from paying overdrafts for ATM and one-time (everyday) debit card transactions if you have not asked us to authorize and pay these transactions.

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</tbody>
</table>

Occurrences: An “occurrence” means a day for which there is at least one item or entry in your account to cover, whether we pay or return the item or entry and whether or not we charge a fee.

Overdraft Fee: For paying each item or entry that overdraws your account. Examples are overdrafts created by check, draft, in-person withdrawal, debit card purchase, ATM withdrawal or other electronic means. There is a limit of 4 overdraft fees per day and we will not charge the fee unless your account is overdrawn by $5 or more.

Return Fee: For returning (and not paying) each item or entry when there are not enough funds in the account. Examples are returns of checks, drafts or transfers or withdrawals by electronic means. There is a limit of 4 return fees per day.

ATM & Debit Card Transactions
We won’t authorize ATM withdrawals or debit card purchases when you don’t have enough available money in your account unless you opt in to debit overdraft service. Learn more at huntington.com/disclosures/regeodisclosure.pdf.

Also, these types of transactions may cause a pending authorization until the transaction is finally settled later that day or in the next few days. See your account Rules and Regulations under “Special Rules for Pending Transactions”. The amount of the pending authorization may not be available to pay other items. This may cause checks or other items to overdraft your account or to be returned unpaid. However, we will not charge Overdraft Fees or Return Fees for overdrafts or returns caused by a pending authorization.

When ATM and debit card transactions settle for payment, they may cause an overdraft if there is not enough available money in your account at that time. In that case, we will charge an Overdraft Fee unless you have opted out of debit overdraft service.

Extended Overdraft Fee
If your account is overdrawn 5 or more 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. There is a maximum of four $25 fees during each continuous overdraft period. No fee if balance is overdrawn by less than $10.

24-Hour Grace®
For any business day that your account is overdrawn at the end of the day and one or more Overdraft Fees are incurred, we will waive those Overdraft Fees if your account is not overdrawn by more than $4.99 at the end of the next business day. A “business day” does not include Saturdays, Sundays or federal holidays even if one or more of our branches are open on those days. For example, we will waive Overdraft Fees incurred on Friday if your account is not overdrawn by more than $4.99 at the end of the business day on the following Monday.

Any deposit or transfer to cure the overdraft must be made prior to midnight at the end of that next business day. In figuring the amount needed to cure the overdraft, remember to take into consideration other transactions that may be posted to your account that will affect the amount needed to cure. Examples of such other transactions are checks, withdrawals, transfers, purchases, payments or other debits.

We do not become aware of these other transactions until they are presented to us for payment or settlement. Transactions affecting your account are presented to us all during the next business day on which you need to cure. We do not completely know all transactions that will be presented for that next business day until we finish processing after the end of that next business day. Thus, during the time you have to cure on the next business day, only you know all of your transactions that may affect the amount needed to cure.

24-Hour Grace does not apply to Extended Overdraft Fees or Return Fees, nor does it affect the number of overdraft occurrences for purposes of determining the amount of an Overdraft Fee.

Please visit huntington.com/grace for further details about this service.
OVERDRAFT PROTECTION PLAN FEES

Overdraft Protection Transfer Plans
Each Deposit to Deposit Overdraft Protection Transfer ........................................ $0
Personal checking account linked to a qualified, personal savings or money market account.
Each Personal Credit Line Overdraft Protection Transfer ........................................ $0
Personal Credit Line Overdraft Protection transfer fee does not apply to Overdraft Protection Lines of Credit originated by Sky Bank.
Each Credit Card Overdraft Protection Transfer ..................................................... $0

Checking Reserve Account
Checking Reserve Account monthly participation fee
(charged to your Checking Reserve Account). ....................................................... $12
See the Agreement and Disclosure of Account Terms and Rules and Regulations for Consumer Checking Accounts for a description of available overdraft protection plans.

Fees for Other Checking Account and Miscellaneous Services
• Each Huntington ATM extended statement ..................................................... $2
• Each non-Huntington ATM transaction (waiver of up to the first 5 non-Huntington ATM Cash Withdrawal fees assessed by Huntington during the statement period). Huntington will reimburse you for fees on the same transactions that are charged by the owner of a non-Huntington ATM or other terminal ........................................ $2
You will be responsible for any additional fees for ATM transactions charged by the owner of a non-Huntington ATM, and such fees may be included as part of the withdrawal amount.
• For international debit card and ATM 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.
• Check Image Statement Fee (multiple front images per page) ......................... $2
• Returned Deposit Item Fee ................................................................. $10
• Stop Payment ................................................................................ $31

• Dormant Account Fee (per month) .......................................................... $5
Applies when there is no customer-initiated transaction for 24 months for personal money market and savings accounts or 6 months for personal checking accounts. Exceptions to the fee: minor accounts or accounts with a minimum balance of $1,000. Not applicable for accounts opened in Indiana and Florida.
• Monthly Hold Mail Fee ....................................................................... $5
• Early Account Closing Fee (within 180 days of opening) ......................... $25
• Money Order charge
  – Non-Huntington customers ................................................................. $6
  – Cashier’s Check charge
  – Non-Huntington customers ................................................................. $6
• Traveler’s Cheque charge for individuals
  – Non-Huntington customers ................................................................. $15
  – 3% of face value
• Traveler’s Cheque for Two charge
  – Huntington customers ................................................................. 2.5% of face value
  – Non-Huntington customers ................................................................. 3% of face value
• Fee for Wire Transfer
  – Domestic Outgoing ........................................................................ $25
  – Domestic Incoming ...................................................................... $15
  – Foreign/International Outgoing ..................................................... $75
  – Foreign/International Incoming ..................................................... $15

V. FUNDS AVAILABILITY POLICY APPLICABLE TO ALL PERSONAL CHECKING ACCOUNTS

The following information is a disclosure of our policy regarding the availability of funds you deposit into your personal checking account(s) with us. This availability policy applies only to funds deposited at Huntington offices or Huntington automated teller machines. (Unless otherwise indicated, money market accounts, savings accounts, and certificates of deposit are not checking accounts 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 the amount of time your account has been with us. The term “check” as used in this policy does not include a non-cash item, an item payable in medium other than United States money, or a check drawn on or payable through a bank’s office located outside the United States. Deposits of these items are outside of 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 a Deposit

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 when 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 for withdrawal on the business day we receive the transfer. Other electronic deposits such as Social Security benefits and payroll payments are available on the business day we receive the transaction.

Availability of Check Deposits

Except in certain circumstances (see e.g., “LONGER DELAYS MAY APPLY”), if you have maintained a satisfactory checking account relationship with us for:

• Over Six Months: All funds from your check deposits will be available on the first business day after the business day of each deposit.

• Up to and including Six Months: Up to $500 of funds from check deposits in your account will be available on the first business day after the business day of each deposit. The remainder of your funds from check deposits will be available on the second business day after the business day of each deposit.

Availability of Other Deposits

The entire amount of your cash deposit made at a Huntington office will be available on the same day as the day of deposit. Except as provided in “Availability of Deposits Made at Automated Teller Machines”, all other cash deposits will be available on the first business day after the business day of each deposit. Further, regardless of the age of your account, the entire amount of the following types of deposits will be available on the first business day after the business day of each deposit, except in certain circumstances (see e.g., “LONGER DELAYS MAY APPLY”):

• 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 (note: if the check or money order is not payable to you, see “AVAILABILITY OF CHECK DEPOSITS” to determine availability);

• 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 (note: if the check is not payable to you, or if you fail to use a special deposit slip, see “AVAILABILITY OF CHECK DEPOSITS” to determine availability); and,

• Traveler’s Checks, during the first thirty (30) calendar days a new account is open, if they are payable to you and if you use a special deposit slip available, upon request, at our banking offices (note: if your account has been opened more than 30 days, the check is not payable to you or if you fail to use a special deposit slip, see “AVAILABILITY OF CHECK DEPOSITS” to determine availability).

Availability of Deposits Made at Automated Teller Machines

The following availability disclosure is made subject to the limits which are stated in our agreement for automated teller machine (ATM) transactions. Funds from your deposits made at ATMs we own or operate will be available on the same day as the day of each deposit, up to your daily card limit (see the Electronic Banking Service Agreement and Disclosure Statement to determine your card limit).

See “AVAILABILITY OF CHECK DEPOSITS” or “AVAILABILITY OF OTHER DEPOSITS” to determine the availability of the remaining deposit made at ATMs we own or operate.

You can determine which ATMs are owned or operated by us by the or Huntington on the screen. Cut-off times for deposits made at ATMs will be 2 p.m., 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.

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 second business day after the business day of your deposit. However, the first $200 of each day’s total deposits will be available on the first business day after the business day of deposit.

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

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

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

• If we believe the check being deposited is uncollectible.

• If you make deposits in any one day that exceed $5,000.

• If a check that has been returned unpaid is redeposited.

• If you have overdrawn your account repeatedly in the last six months.

• If 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 tell you when you will be able to withdraw the funds. The delay in your ability to withdraw funds will generally not exceed seven (7) business days from the business day of your deposit.

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

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 for withdrawal, please contact your local banking office, or you may call our toll free number 1-800-480-BANK or in Columbus 480-BANK.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT – SUBSTITUTE CHECKS AND YOUR RIGHTS
For purposes of this section regarding substitute checks, account includes not only your checking account, but also any savings account, money market account and certificate of deposit account you have with us.

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

Some or all of the checks you receive back from us may be substitute checks. For example, if you have deposited a check that was replaced with a substitute check but was returned to us (for non-sufficient funds, for example), we will provide you with the returned substitute check. This notice describes rights you have when you receive substitute checks from us in your periodic statement. The rights in this notice do not apply to original checks (unless those items have been replaced with a substitute check) or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?
If you receive a substitute check from us, federal law provides a special procedure that allows you to request a refund for losses you suffer as a result of the substitute check (for example, if you think the substitute check caused us to withdraw the wrong amount from your account or to withdraw money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, non-sufficient fund fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure and we do not resolve the dispute before the end of the 10th business day after we receive your claim, you may receive up to $2,500 of your refund (plus interest if your account earns interest) at the end of the 10th business day. You will receive the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim if we have not resolved your claim before that time.

However, under certain circumstances, we may delay your refund until the earlier of the:

(i) Start of the business day following the business day on which we determine your claim is valid; or
(ii) 45th calendar day following the business day on which you submit your claim. Circumstances would include if:

• Your account is a new account, i.e., it was established in the previous 30 calendar days;
• We have reasonable cause to believe the claim is fraudulent;
• Without considering your claim, the account has been repeatedly overdrawn during the six-month period ending on the date we received your claim.

We may reverse the refund (including any interest on the refund) if, later, we are able to demonstrate that your claim regarding the substitute check is not valid.

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

Your claim, which we may require you to submit in writing, must include the information detailed below:

• A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
• An estimate of the amount of your loss;
• An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
• A copy of the substitute check or information to help us identify the substitute check. This identifying information could include the:

  – Account Number
  – Check Number
  – Amount
  – The name of the person, business or organization to whom you wrote the check.
For your convenience, you may obtain our form, Check 21 Re-Credit Request Form, at any of our banking offices, by calling us at 1-800-480-2265, or through our web site at huntington.com.

RRPERFUNDSAVAIL (Eff. 07/2014)

VI. AGREEMENT AND DISCLOSURE OF ACCOUNT TERMS AND RULES AND REGULATIONS FOR PERSONAL SAVINGS AND MONEY MARKET ACCOUNTS

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

This Agreement and Disclosure of Account Terms and Rules and Regulations for Consumer Savings and Money Market Accounts (the “Rules and Regulations”) applies to any type of savings or money market account you are opening with us except (i) any type of savings or money market account we offer for businesses and (ii) any type of savings or money market account we offer for consumers for which we have separate Rules and Regulations for that type of account. Unless otherwise provided in these Rules and Regulations, the word “account” means both savings and money market account, as applicable to you. If we are providing you with these Rules and Regulations for an existing account, these Rules and Regulations replace the Rules and Regulations for that existing account.

These Rules and Regulations, the Personal Account Charges Form for the type of savings or money market account you have, the rate sheet for the type of savings or money market account you have, any signature card for your account, and any other documents for your account or to access or perform transactions on your account are collectively referred to as the “Account Documents”. The Account Documents collectively constitute the deposit contract for your savings or money market account.

NOTICE OF ARBITRATION PROVISION

The Account Documents are subject to an Arbitration Provision, which you should read carefully. If a dispute between you and us is arbitrated, the Arbitration Provision will substantially affect your rights, including your right to have a court trial or to bring, join in or participate in a class action.

Account Relationship

If we are opening a new account for you, you agree to all of the provisions contained in the Account Documents and all of our procedures that govern that type of accounts.

If we are transferring your funds to a new type of account from an existing account, we are closing, your new account may have the same account number as the existing account it is replacing. Your new account is subject to all of the provisions of the Account Documents and all of our procedures that govern that type of account.

If we are responding to your request for information about your existing account, then the Account Documents set forth the provisions that govern your existing account.

If we are responding to your request for information about an account, then we are not opening any account for you, and the Account Documents have no legal effect other than to provide information to you. All of the information we provide to you is subject to change.

Rate Information

The current interest rate(s) and annual percentage yield(s) we pay on your account, minimum balances to earn each rate, and the minimum balance to open this account (if any) are shown on the current rate sheet which we are 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. For savings accounts, interest will be compounded and paid on a quarterly basis, and for money market accounts interest will be compounded and paid on a monthly basis. Interest will be paid by adding it to your account (less any amount required to be withheld.)

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(s) and annual percentage yield may change at any time at our discretion without notice to you. We may determine 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 your account at the end of each day, less the amount of any items for which we have not begun to accrue interest as described below, to determine the interest earned for that day. We then add together the interest earned for each day in the quarterly period (for savings accounts) or monthly period (for money market accounts) to determine the amount of interest to pay you for the applicable quarterly or monthly 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. We may debit your account for interest that we have previously paid on such returned items.

Minimum Balance to Earn Interest

The principal balance you must have in your account at the end of the day to qualify to earn any interest for that day is stated in the rate sheet currently applicable for the type of account you have. If you qualify, we compute interest for that day using the current interest rate for which your principal balance at the end of the day qualifies you.
Transaction Limits
Although you may normally make withdrawals from your account at any time, under applicable federal law we can require you to give us 7 days’ prior notice of any withdrawal. Under applicable federal law, 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 or Internet gambling. We will not be liable if you engage in an illegal transaction or Internet gambling. We may reject or deny any transaction, including but not limited to merchant authorization or other electronic inquiries, if we believe there is a reason to do so, including any illegal or Internet gambling transaction.

Any limitations on electronic funds transfers available for your account are set forth in the agreement and disclosure for that electronic funds transfer service.

Charges
You agree to pay the applicable fees and charges set forth from time to time in the Personal Account Charges Form, applicable for the type of account you have. You also agree to pay any fees and charges we assess in connection with garnishments, attachments, levies, support orders, court orders, or other process involving your account. You also agree to pay our fees and charges for additional services in connection with your account. We will not charge an Overdraft Fee for fees and charges assessed into overdraft.

You authorize us to debit all fees and charges from your account whether or not that causes an overdraft in your account. We may from time to time, in our sole discretion, waive certain fees and charges on a one-time, periodic or other basis without changing the terms of these Rules and Regulations or your obligations under these Rules and Regulations and without obligating us to provide similar waivers in the future.

When Fees Are Incurred and Debited
Monthly fees are incurred at the beginning of the monthly statement period and debited at the end of the statement period. For new accounts, monthly fees are incurred when the account is opened. When an account is closed, monthly fees are debited when the account is closed rather than waiting until the end of the statement period. Monthly fees incurred for the monthly 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 month during that statement period. However, any monthly fee incurred will be waived if a waiver condition applies. During the monthly statement period in which an account is opened or closed, minimum or average daily balance requirements are computed for the days the account was opened during that statement period.

Activity or transactional fees are incurred when the activity or transaction occurs, and may be debited when the activity or transaction occurs or at the end of the monthly statement period. When an account is closed, activity or transactional fees may be debited when the account is closed if not previously debited during that statement period.

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.

Making Deposits
You may make deposits to your account 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 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, endorse the other’s checks or other items for deposit to your account.

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 federal law and our Funds Availability Policy, 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 condition.

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 also charge you a fee for such returned deposited items. We may debit the amount from your account even before a deposited item is returned to us if we have 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 we determine is 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).

Night Depository
We provide automated teller machines (ATMs) where you can make deposits, payments, withdrawals or other transactions during or after business hours for our banking offices. We strongly advise you to use our ATMs, and not our night depository facility, to make deposits or payments after hours. The night depository facility is intended for commercial customers with large after-hours deposits and is not designed to be used by consumer customers.
If you do use the night depository facility, you may only use it to make deposits or payments. You must place the deposit or payment into a fully completed envelope, which we make available. If it is unclear to us what to do with the deposit or payment, we may credit it to any account you have with us. If we do not find your deposit or payment in the night depository, it shall be conclusively presumed that the deposit or payment was not placed in the night depository, and we have no responsibility or liability for it. We likewise are not responsible or liable for any loss of deposits or payments caused by fire, flood, water damage, vandalism, burglary or acts of God. We may cease availability of a night depository at any time without notice to you.

Withdrawals
Except as otherwise limited by these Rules and Regulations, withdrawals from your account may be made in person or in any other manner we permit. Transfers from your account are withdrawals.
We reserve the right to refuse the withdrawal of any amount that has not yet been collected or if we have not learned that collection is final. In accordance with reasonable banking standards, most items are processed through automated processing systems and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most items through automated processing systems.

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.

Overdrafts and Returns
If there is not enough money in your account to cover a transaction presented to us, we may, in our sole discretion, either pay it and cause an overdraft or return it (bounce a check, for example). In either case, we may charge you a fee as explained under “Fees for Overdrafts and Returns” below. You have no right to overdraft your account, and no course of dealing, usage of trade, or bank policy or procedure establishes a right for you to overdraft 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 (if applicable to your account), 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.

Fees for Overdrafts and Returns
We charge fees for paying overdraft transactions or for returning them. However, we will not charge any fees resulting from paying overdrafts for ATM and one-time (everyday) debit card transactions if you have previously opted out of debit overdraft service (see the separate form “What You Need to Know about Overdrafts and Overdraft Fees”).
In most cases, if we authorize an ATM or one-time (everyday) debit card transaction, we are required by card network rules to pay it when it settles, even if that causes your account to overdraw. If you have opted in to debit overdraft service, we may charge you an Overdraft Fee if that happens. If you have opted out of debit overdraft service, we must still pay the item into overdraft if card network rules require us to do so, but we cannot charge you an Overdraft Fee. However, if you do not opt in to debit overdraft service, we will generally deny an authorization request, if at the time of authorization, the authorization amount would overdraft your account.
We determine the amount of the fee for overdraft or returned transactions on any given day based on the total number of occurrences during the 1-year period ending and including that day. The amount we charge for overdraft fees and return fees is shown on our Personal Account Charges Form. An “occurrence” means a day for which there is at least one transaction in your account to cover when your account does not have enough funds, whether we pay or return the transaction and whether or not we charge a fee. We also charge an extended overdraft fee if your account
remains overdrawn for an extended period. See our Personal Account Charges Form for the amount of this fee.

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 overdraft 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 overdraft if there are not enough funds in your account at the time of settlement. This may cause an Overdraft Fee if you have opted in to debit overdraft coverage (see “Fees for Overdrafts and Returns” above).

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 an Automated Clearing House (“ACH”) debit for $30 (e.g., a monthly membership fee) you set up 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 ACH debit. We may, depending on criteria we establish, and your opt-in/out preferences for debit overdraft coverage, do one of the following:

• Return the ACH debit, but not charge you a Return Fee, since there would have been enough in your account to pay the ACH debit, except for the $35 pending debit card authorization. (If the ACH debit 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 ACH debit, 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 ACH debit and not charge you an Overdraft Fee, since there would have been enough in your account to pay the ACH debit, except for the $35 pending debit card authorization. (If the ACH debit 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 ACH debit, 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, unless you have previously opted out of debit overdraft service.

Posting Order

Posting order is a very complex process, involving many hundreds of types of transactions. Generally, however, on any given business day, we post deposits and credits first, followed by various categories of withdrawals, transfers, and other debits (applicable to your type of account), with fees and interest (if any) posted at the end. Within the various categories of debits:

• We post certain electronic transactions that have a valid date/time stamp authorization in chronological order, such as most debit card purchases and ATM withdrawals and transfers.

• We post most checks in check number order, with exceptions for certain checks that we are not able to return.

• We post other items, entries and transactions in low-to-high order based on amount within their specific categories.

If there are insufficient available funds in your account to cover all transactions to be paid or debited from your account on a given day, the posting order we establish will determine which ones we are able to pay or debit from available funds. The posting order can affect the amount of overdraft and return fees we charge you.

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.

You are responsible for the condition of any other item when you issue it. If an 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 item, you will be responsible for any cost and liabilities in connection with such return or delay.

Statements and Transaction History

We will provide you with periodic statements showing the activity on your account. Daily transaction activity may also be viewed online if you are an online banking customer, or through other mobile or digital methods we make available. It is your duty to review your statements and transaction history promptly to determine and report to us 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. We are not required to return your cancelled checks from your money market account or other items from your account with your statements or otherwise. If we do return any of them, or provide access to any of them online or otherwise, you should review those promptly for errors as well.

Except as otherwise provided for electronic fund transfers by applicable law or by other agreements applicable to your account, if you fail to notify us of errors in the manner specified below within 30 days after 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.
• We will have no 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.

Your notice of error must be provided by calling us at 800-480-2265 or writing to us at The Huntington National Bank, Attention: Customer Service, P.O. Box 1558, Columbus, Ohio 43272.

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.

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 or other mobile or electronic method, our telephone banking facility or some other means, your account will be maintained in Columbus, Ohio, unless we assign your account to a different banking office in another area, region, or state. 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. 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; or
• 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 endorse 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 the 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. We may use the money in your account to satisfy any garnishment, attachment, levy or similar process against any one or more of you, regardless of the source of the funds in your account.

Accounts Payable on Death

We may allow your account to be made payable on death (“P.O.D.”), if all of the account owners are natural persons and all such persons sign the P.O.D. 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 you are living, no designated payee has any rights with respect to the 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.

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 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 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 your state (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.

We may allow this account to be opened in the name of a minor jointly with a person who is not a minor. In such case, the account is treated as a joint account as provided in these Rules and Regulations, except that the accountholder who is not a minor is responsible for all transactions and other activity on the account by the minor. The accountholder who is not a minor 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 claim with respect to the authority of the minor to perform transaction or otherwise conduct activity on the account.

We may also allow this account to be opened individually or jointly in the name of a minor or minors without also having an accountholder who is not a minor and without a custodian for a minor beneficiary under the Minors Act if applicable law so permits and if it is our policy to do so. If we open such an account, you agree that you will be obligated under these Rules and Regulations, and under all of the Account Documents, to the full extent permitted by applicable law. You also agree that any transaction or activity you perform or conduct after you become of age and are no longer a minor is a ratification of all transactions and activity on the account by you or any other accountholder during the time you were a minor. If there is more than one minor on this account, each minor on the account to come of age has the obligations set forth in the preceding paragraph with respect to any accountholder who is still a minor.

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, subject to applicable law, 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 and have had a reasonable time to act on such notice.

Verification of Authority and Identity
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 (i) to verify that the person(s) opening or owning 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 and (ii) to establish the identity of any such person(s).

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 not specifically authorized by these Rules and Regulations (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 checks or other 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 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 your account as being dormant. In that event, you agree that, unless prohibited by law, we may charge dormant account fees on your account in addition to other charges. In addition, we may stop sending you periodic statements or providing you other information on your account.

Transferring Ownership
Your account cannot be transferred or assigned without our consent. If we consent, you provide us with all information we request and if you sign any forms we will give you or that we approve. If there are two or more of you, we may require all of you to
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 your account to pay the debt, regardless of the source of the funds in the account. This is our right of set-off. We will not be liable for the dishonor of any check from your money market account or other item, entry or transaction from your account when the dishonor occurs because we set off a debt against your account. You agree to indemnify and hold us harmless from any claim (including reasonable attorneys’ fees) arising as a result of our exercise of our right of set-off. If your account is a joint account, each of you also agrees that you are responsible to pay any overdraft created on your account by any of you or as a result of fees or charges posted to your account.

Communications with 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.

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 item drawn on your account or any other payment, withdrawal, or transfer instruction. We have no obligation to determine the merits of any claim in connection with placing or keeping the hold on your account.

Fraud

If we suspect fraud on your account or have reasonable cause to doubt collectability of any deposit, we may place a hold on your account and refuse to accept deposits of any kind to the extent not prohibited by law. We will not be liable for the dishonor of any check from your money market account or other item, entry or transaction from your savings or money market account resulting from such hold.

Stop Payment Order

You can stop payment of a check from your money market account or similar paper item from your savings or money market account by calling us 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 indemnify us and hold us harmless from any liability or loss (including reasonable attorneys’ fees) 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, but will lapse after 14 days if the original order was oral and was not confirmed in writing within that 14-day period. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on a money order or check (such as an official, certified, cashier’s or teller’s check) issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us.

Alert and Text Services

You may choose to enroll in our mobile text messaging and alert services (collectively, “Text Services”). By receiving or otherwise using Text Services, you agree to the following terms. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive after your applicable account is closed.

The Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. For a portion of the Text Services, information may be delivered to voicemail or answering machines if nobody answers the telephone. Messages may be delayed or impacted by factors pertaining to your Internet service provider(s), phone carriers or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Text Services.

The Text Services are only available to customers who have an eligible account with us. While you must have an eligible account to use the Text Services, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well.

You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider or others. Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences.
To cancel the Text Services, send STOP to 446622 at any time. For help or information on the Text Services, send HELP to 446622. For additional assistance with the Text Services, contact customer service at 1-800-480-BANK.

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

Disclosure of Information to Others
We may disclose information about your account with us as follows:

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

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

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

Closing Your Account
We may close your account at any time with or without cause and with or without notice to you. We will return the balance in your account, less any fees or service charges, claims, set-offs or other amounts you owe us. After your account is closed, we have no obligation to pay any outstanding checks from your money market account or accept deposits, honor any other withdrawal or transfer from your account. You agree that we shall be relieved of any and all liability for refusing to honor any check from your money market account or other item or entry drawn on a closed money market or savings account. Your obligations in the Account Documents to indemnify us survive the closing of your account.

Change in Terms
From time to time we may change the provisions of the Account Documents. 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).

Electronic Documents; Document Retention
You agree that any documents we provide or are required to provide to you in writing in connection with your account, including but not limited to the Account Documents, statements, notices and any other documents, may be provided to you electronically and you consent to receive any such documents in electronic form.

We may, in the ordinary course of business, destroy the original and/or copies of the signature card or any other Account Documents in connection with your account after we make a record, copy, photograph, image or representation of it by electronic or other means for purposes of reducing paperwork storage requirements or for other business reasons. You agree that such destruction does not alter the intent of the parties to continue to be bound by the signature card and other Account Documents. You also agree that the electronic or other record we maintain shall be treated the same as any original document.

You agree not to take any action or otherwise challenge or question the validity, enforceability or accuracy of the signature card or any Account Documents merely because any of such documents was provided in electronic form or because the original was destroyed in connection with our document retention practices.

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. In addition, with respect to fees and charges on your account that are “interest” under federal law (if any), the law of the state of Ohio shall be applicable in determining the amount of interest permitted under federal law with respect to such fees and charges. For all other aspects of your account, and to the extent federal laws and regulations are not applicable (and only to that extent), the Account Documents, your account and the services provided pursuant thereto shall be governed by the law of the state where your account is maintained as determined above under “Where Your Account is Maintained.”
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.

FOR MONEY MARKET ACCOUNTS: If your account is a money market account, the following additional provisions apply only to your money market account:

Withdrawals
Except as otherwise limited by these Rules and Regulations, withdrawals from your account may be made by writing checks. 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 applicable law, we will charge against your account any postdated check you have written even if it is presented before the date of the check.

We reserve the right to refuse to pay any check 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. 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.

We are not responsible to take action on, or for failure to notify you, of restrictive language placed on checks, including, but not limited to, terms such as “void after 90 days”, “paid in full”, “two signatures required”, “void over $100” or similar statements. In accordance with reasonable banking standards, most checks are processed through automated processing systems and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks through automated processing systems.

Our Liability
You are responsible for the condition of a check when you issue it. If a check 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, you will be responsible for any cost and liabilities in connection with such return or delay.

RRSAVINGSMMA RRPREMSAVINGS (07/14)

VII. PERSONAL ACCOUNT CHARGES FORM FOR PERSONAL SAVINGS AND MONEY MARKET ACCOUNTS

Premier Savings Account

Effective 7/2014

This document contains our schedule of personal account charges for the Huntington Premier Savings Account, which is a consumer deposit account. Other consumer deposit accounts have a separate schedule of personal account charges.

This document is part of the Disclosure of Account Terms and Rules and Regulations for the Huntington Premier Savings Account that you are opening or for which you have requested information. Additional disclosures are provided on other documents given to you at the same time as this document.

From time to time we may offer programs under which we may waive some of the fees described in this document, other than as contained in this document. As used in this document, “ATM” means automated teller machine.

$4 monthly savings minimum balance fee. Fee waived if the average daily balance in this account is $300.

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.

Excess Debit Fee
Each withdrawal or transfer (excluding ATM transfers, Telephone transfers, Web Bank transfers and transfers to Huntington Installment Loans) in excess of 6 per calendar month (quarterly statements) or 6 per statement cycle (monthly statements) ................................................................. $2

ATM Fees
Each Huntington ATM cash withdrawal, transfer or balance inquiry ................. $0
Huntington ATM mini-statements .................................................. $1
Each non-Huntington ATM transaction ........................................... $2
You will be responsible for any additional fees for ATM transactions charged by the owner of a non-Huntington ATM, and such fees may be included as part of the withdrawal amount.

OVERDRAFTS
An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We may pay overdrafts at our sole discretion, but we are not required to do so and we may return the item or entry instead. We charge fees for paying overdraft items or entries or for returning them. However, we will not charge any fees resulting from paying overdrafts for ATM and one-time (everyday) debit card transactions if you have not asked us to authorize and pay these transactions.

Overdraft Fee and Return Fee
We determine the amount of the fee for overdraft or returned items or entries on any given day based on the total number of occurrences during the 1-year period ending and including that day:

<table>
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</table>
**Occurrences:** An “occurrence” means a day for which there is at least one item or entry in your account to cover, whether we pay or return the item or entry and whether or not we charge a fee.

**Overdraft Fee:** For paying each item or entry that overdraws your account. Examples are overdrafts created by check, draft, in-person withdrawal, debit card purchase, ATM withdrawal or other electronic means. There is a limit of 4 overdraft fees per day and we will not charge the fee unless your account is overdrawn by $5 or more.

**Return Fee:** For returning (and not paying) each item or entry when there are not enough funds in the account. Examples are returns of checks, drafts or transfers or withdrawals by electronic means. There is a limit of 4 return fees per day.

**ATM & Debit Card Transactions**

We won’t authorize ATM withdrawals or debit card purchases when you don’t have enough available money in your account unless you opt in to debit overdraft service. Learn more at huntington.com/disclosures/regeoddisclosure.pdf.

Also, these types of transactions may cause a pending authorization until the transaction is finally settled later that day or in the next few days. See your account Rules and Regulations under “Special Rules for Pending Transactions”. The amount of the pending authorization may not be available to pay other items. This may cause checks or other items to overdraft your account or to be returned unpaid. However, we will not charge Overdraft Fees or Return Fees for overdrafts or returns caused by a pending authorization.

When ATM and debit card transactions settle for payment, they may cause an overdraft if there is not enough available money in your account at that time. In that case, we will charge an Overdraft Fee unless you have opted out of debit overdraft service.

**24-Hour Grace**

For any business day that your account is overdrawn at the end of the day and one or more Overdraft Fees are incurred, we will waive those Overdraft Fees if your account is not overdrawn by more than $4.99 at the end of the next business day. A “business day” does not include Saturdays, Sundays or federal holidays, even if one or more of our branches are open on those days. For example, we will waive Overdraft Fees incurred on Friday if your account is not overdrawn by more than $4.99 at the end of the business day on the following Monday.

Any deposit or transfer to cure the overdraft must be made prior to midnight at the end of that next business day. In figuring the amount needed to cure the overdraft, remember to take into consideration other transactions that may be posted to your account that will affect the amount needed to cure. Examples of such other transactions are checks, withdrawals, transfers, purchases, payments or other debits. We do not become aware of these other transactions until they are presented to us for payment or settlement. Transactions affecting your account are presented to us all during the next business day on which you need to cure. We do not completely know all transactions that will be presented for that next business day until we finish processing after the end of that next business day. Thus, during the time you have to cure on the next business day, only you know all of your transactions that may affect the amount needed to cure.

24-Hour Grace does not apply to Extended Overdraft Fees or Return Fees, nor does it affect the number of overdraft occurrences for purposes of determining the amount of an Overdraft Fee.

Please visit huntington.com/grace for further details about this service.

**Fees for Other Checking and Savings Account Services**

- Returned Deposit Item Fee .................................................. $10
- Stop Payment (Charge not applicable to Savings Accounts) .......... $31
- Dormant Account Fee (per month) ....................................... $5
- Each non-Huntington ATM transaction ................................. $2
  You will be responsible for any surcharge assessed by the owner of a non-Huntington ATM or other terminal. If a surcharge is imposed, it may be included as part of the withdrawal amount.
- Money Order charge
  - Huntington customers ................................................... $5
  - Non-Huntington customers ............................................. $6
- Cashier’s Check charge
  - Huntington customers ................................................... $6
  - Non-Huntington customers ............................................. $15
- Traveler’s Cheque charge for individuals
  - Huntington customers ................................................... 2% of face value
  - Non-Huntington customers ............................................. 3% of face value
- Traveler’s Cheque for Two charge
  - Huntington customers ................................................... 2.5% of face value
  - Non-Huntington customers ............................................. 3% of face value
- Fee for Wire Transfer
  - Domestic Outgoing ...................................................... $25
  - Domestic Incoming ...................................................... $15
  - Foreign/International Outgoing ...................................... $75
  - Foreign/International Incoming ...................................... $15

Form: RRPREMSAVINGSRPAC - (07/14)
**Premier Money Market Account**

**Effective 7/2014**

This document contains our schedule of personal account charges for the Huntington Premier Money Market Account, which is a consumer deposit account. Other consumer deposit accounts have a separate schedule of personal account charges. This document is part of the Disclosure of Account Terms and Rules and Regulations for the Huntington Premier Money Market Account that you are opening or for which you have requested information. Additional disclosures are provided on other documents given to you at the same time as this document.

From time to time we may offer programs under which we may waive some of the fees described in this document, other than as contained in this document.

As used in this document, “ATM” means automated teller machine.

$10 monthly maintenance fee. Fee waived if the average daily balance in this account is $2,000.

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.

**Excess Debit Fee**

Each withdrawal or transfer (excluding ATM transfers, Telephone transfers, Web Bank transfers and transfers to Huntington Installment Loans) in excess of 6 per calendar month (quarterly statements) or 6 per statement cycle (monthly statements) .............................................. $2

**ATM Fees**

Each Huntington ATM cash withdrawal, transfer or balance inquiry .................. $0

Huntington ATM mini-statements .................................................... $1

Huntington extended statements .................................................... $2

Each non-Huntington ATM transaction ........................................... $2

You will be responsible for any additional fees for ATM transactions charged by the owner of a non-Huntington ATM, and such fees may be included as part of the withdrawal amount.

**OVERDRAFTS**

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We may pay overdrafts at our sole discretion, but we are not required to do so and we may return the item or entry instead. However, we will not charge any fees resulting from paying overdrafts for ATM and one-time (everyday) debit card transactions if you have not asked us to authorize and pay these transactions.

**Overdraft Fee and Return Fee**

We determine the amount of the fee for overdraft or returned items or entries on any given day based on the total number of occurrences during the 1-year period ending and including that day:

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**Occurrences**: An “occurrence” means a day for which there is at least one item or entry in your account to cover, whether we pay or return the item or entry and whether or not we charge a fee.

**Overdraft Fee**: For paying each item or entry that overdraws your account. Examples are overdrafts created by check, draft, in-person withdrawal, debit card purchase, ATM withdrawal or other electronic means. There is a limit of 4 overdraft fees per day and we will not charge the fee unless your account is overdrawn by $5 or more.

**Return Fee**: For returning (and not paying) each item or entry when there are not enough funds in the account. Examples are returns of checks, drafts or transfers or withdrawals by electronic means. There is a limit of 4 return fees per day.

**ATM & Debit Card Transactions**

We won’t authorize ATM withdrawals or debit card purchases when you don’t have enough available money in your account unless you opt in to debit overdraft service. Learn more at huntington.com/disclosures/regeoddisclosure.pdf.

Also, these types of transactions may cause a pending authorization until the transaction is finally settled later that day or in the next few days. See your account Rules and Regulations under “Special Rules for Pending Transactions”. The amount of the pending authorization may not be available to pay other items. This may cause checks or other items to be returned unpaid. However, we will not charge Overdraft Fees or Return Fees for overdrafts or returns caused by a pending authorization.

When ATM and debit card transactions settle for payment, they may cause an overdraft if there is not enough available money in your account at that time. In that case, we will charge an Overdraft Fee unless you have opted out of debit overdraft service.

**Extended Overdraft Fee**

If your account is overdrawn 5 or more 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. There is a maximum of four $25 fees during each continuous overdraft period. No fee if balance is overdrawn by less than $10.

**24-Hour Grace®**

For any business day that your account is overdrawn at the end of the day and one or more Overdraft Fees are incurred, we will waive those Overdraft Fees if your account is not overdrawn by more than $4.99 at the end of the next business day. A “business day” does not include Saturdays, Sundays or federal holidays even if one or more...
of our branches are open on those days. For example, we will waive Overdraft Fees incurred on Friday if your account is not overdrawn by more than $4.99 at the end of the business day on the following Monday.

Any deposit or transfer to cure the overdraft must be made prior to midnight at the end of that next business day. In figuring the amount needed to cure the overdraft, remember to take into consideration other transactions that may be posted to your account that will affect the amount needed to cure. Examples of such other transactions are checks, withdrawals, transfers, purchases, payments or other debits. We do not become aware of these other transactions until they are presented to us for payment or settlement. Transactions affecting your account are presented to us all during the next business day on which you need to cure. We do not completely know all transactions that will be presented for that next business day until we finish processing after the end of that next business day. Thus, during the time you have to cure on the next business day, only you know all of your transactions that may affect the amount needed to cure.

24-Hour Grace does not apply to Extended Overdraft Fees or Return Fees, nor does it affect the number of overdraft occurrences for purposes of determining the amount of an Overdraft Fee.

Please visit huntington.com/grace for further details about this service.

**Fees for Other Checking and Savings Account Services**

- Returned Deposit Item Fee ........................................ $10
- Stop Payment (Charge not applicable to Savings Accounts) .............. $31
- Dormant Account Fee (per month) ........................................ $5  
  Applies when there is no customer-initiated transaction for 24 months for consumer money market and savings accounts or 6 months for consumer checking accounts. Exceptions to the fee: minor accounts and accounts with a minimum balance of $1,000, Not applicable for accounts opened in Indiana and Florida.
- Monthly Hold Mail Fee .................................................. $5
- Early Account Closing Fee (within 180 days of opening) ..................... $25
- Each non-Huntington ATM transaction .................................. $2  
  You will be responsible for any surcharge assessed by the owner of a non-Huntington ATM or other terminal. If a surcharge is imposed, it may be included as part of the withdrawal amount.
- Money Order charge  
  - Huntington customers ........................................... $5
  - Non-Huntington customers ........................................ $6
- Cashier’s Check charge  
  - Huntington customers ........................................... $6
  - Non-Huntington customers ........................................ $15
- Traveler’s Cheque charge for individuals  
  - Huntington customers ........................................... .2% of face value
  - Non-Huntington customers ........................................ 3% of face value
- Traveler’s Cheque for Two charge ........................................ 2.5% of face value
- Huntington customers ........................................... 2.5% of face value
- Non-Huntington customers ........................................ 3% of face value
- Fee for Wire Transfer  
  - Domestic Outgoing ................................................ $25
  - Domestic Incoming ................................................ $15
  - Foreign/International Outgoing .................................. $75
  - Foreign/International Incoming .................................. $15

Form: RRPREMMKTRPAC - (07/14)

**Premier Plus Money Market Account**

Effective 7/2014

This document contains our schedule of personal account charges for the Huntington Premier Plus Money Market Account, which is a consumer deposit account. Other consumer deposit accounts have a separate schedule of personal account charges.

This document is part of the Disclosure of Account Terms and Rules and Regulations for the Huntington Premier Plus Money Market Account that you are opening or for which you have requested information. Additional disclosures are provided on other documents given to you at the same time as this document.

From time to time we may offer programs under which we may waive some of the fees described in this document, other than as contained in this document.

As used in this document, “ATM” means automated teller machine.

A $20 monthly maintenance fee. Fee waived if the average daily balance in this account is $20,000.

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.

**Excess Debit Fee**

Each withdrawal or transfer (excluding ATM transfers, Telephone transfers, Web Bank transfers and transfers to Huntington Installment Loans) 
In excess of 6 per period ................................................ $2

**ATM Fees**

Each Huntington ATM cash withdrawal, transfer or balance inquiry ........ $0
Huntington ATM mini-statements ........................................ $1
Huntington extended statements .......................................... $2
Each non-Huntington ATM transaction ........................................... $2
You will be responsible for any additional fees for ATM transactions charged by the owner of a non-Huntington ATM, and such fees may be included as part of the withdrawal amount.

OVERDRAFTS
An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We may pay overdrafts at our sole discretion, but we are not required to do so and we may return the item or entry instead. However, we will not charge any fees resulting from paying overdrafts for ATM and one-time (everyday) debit card transactions if you have not asked us to authorize and pay these transactions.

Overdraft Fee and Return Fee
We determine the amount of the fee for overdraft or returned items or entries on any given day based on the total number of occurrences during the 1-year period ending and including that day:

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Occurrences: An “occurrence” means a day for which there is at least one item or entry in your account to cover, whether we pay or return the item or entry and whether or not we charge a fee.

Overdraft Fee: For paying each item or entry that overdraws your account. Examples are overdrafts created by check, draft, in-person withdrawal, debit card purchase, ATM withdrawal or other electronic means. There is a limit of 4 overdraft fees per day and we will not charge the fee unless your account is overdrawn by $5 or more.

Return Fee: For returning (and not paying) each item or entry when there are not enough funds in the account. Examples are returns of checks, drafts or transfers or withdrawals by electronic means. There is a limit of 4 return fees per day.

ATM & Debit Card Transactions
We won’t authorize ATM withdrawals or debit card purchases when you don’t have enough available money in your account unless you opt in to debit overdraft service. Learn more at huntington.com/disclosures/regeodisclosure.pdf.

Also, these types of transactions may cause a pending authorization until the transaction is finally settled later that day or in the next few days. See your account Rules and Regulations under “Special Rules for Pending Transactions”. The amount of the pending authorization may not be available to pay other items. This may cause checks or other items to overload your account or to be returned unpaid. However, we will not charge Overdraft Fees or Return Fees for overdrafts or returns caused by a pending authorization.

When ATM and debit card transactions settle for payment, they may cause an overdraft if there is not enough available money in your account at that time. In that case, we will charge an Overdraft Fee unless you have opted out of debit overdraft service.

Extended Overdraft Fee
If your account is overdrawn 5 or more 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. There is a maximum of four $25 fees during each continuous overdraft period. No fee if balance is overdrawn by less than $10.

24-Hour Grace®
For any business day that your account is overdrawn at the end of the day and one or more Overdraft Fees are incurred, we will waive those Overdraft Fees if your account is not overdrawn by more than $4.99 at the end of the next business day. A “business day” does not include Saturdays, Sundays or federal holidays even if one or more of our branches are open on those days. For example, we will waive Overdraft Fees incurred on Friday if your account is not overdrawn by more than $4.99 at the end of the business day on the following Monday.

Any deposit or transfer to cure the overdraft must be made prior to midnight at the end of that next business day. In figuring the amount needed to cure the overdraft, remember to take into consideration other transactions that may be posted to your account that will affect the amount needed to cure. Examples of such other transactions are checks, withdrawals, transfers, purchases, payments or other debits. We do not become aware of these other transactions until they are presented to us for payment or settlement. Transactions affecting your account are presented to us all during the next business day on which you need to cure. We do not completely know all transactions that will be presented for that next business day until we finish processing after the end of that next business day. Thus, during the time you have to cure on the next business day, only you know all of your transactions that may affect the amount needed to cure.

24-Hour Grace does not apply to Extended Overdraft Fees or Return Fees, nor does it affect the number of overdraft occurrences for purposes of determining the amount of an Overdraft Fee.

Please visit huntington.com/grace for further details about this service.

Fees for Other Checking and Savings Account Services

• Returned Deposit Item Fee. ........................................... $10
• Stop Payment (Charge not applicable to Savings Accounts) ........... $31
• Dormant Account Fee (per month). ................................... $5
  Applies when there is no customer-initiated transaction for 24 months for consumer money market and savings accounts or 6 months for consumer checking accounts. Exceptions to the fee: minor accounts and accounts with a minimum balance of $1,000. Not applicable for accounts opened in Indiana and Florida.
• Monthly Hold Mail Fee. ................................................... $5
• Early Account Closing Fee (within 180 days of opening) ............... $25
• Each non-Huntington ATM transaction .............................. $2
  You will be responsible for any surcharge assessed by the owner of a non-Huntington ATM or other terminal. If a surcharge is imposed, it may be included as part of the withdrawal amount.
• Money Order charge
  – Huntington customers ................................................. $5
  – Non-Huntington customers .......................................... $6
• Cashier’s Check charge
  - Huntington customers .................................................. $6
  - Non-Huntington customers ............................................. $15
• Traveler’s Cheque charge for individuals
  - Huntington customers .................................................. 2% of face value
  - Non-Huntington customers ............................................. 3% of face value
• Traveler’s Cheque for Two charge
  - Huntington customers .................................................. 2.5% of face value
  - Non-Huntington customers ............................................. 3% of face value
• Fee for Wire Transfer
  - Domestic Outgoing .................................................... $25
  - Domestic Incoming .................................................... $15
  - Foreign/International Outgoing ................................... $75
  - Foreign/International Incoming ................................... $15

Form: RRPREMPLUSMKTRPAC - (07/14)

VIII. CERTIFICATE OF DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE OF ACCOUNT TERMS AND RULES AND REGULATIONS

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

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

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

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

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

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

The following accounts are not automatically renewable:
  • Accounts for public funds.
  • Accounts with an opening balance of $100,000 or more with a term to maturity of less than 30 days.

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

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

If your account is non-renewable, it will mature on the maturity date shown on the Certificate of Deposit. See “WHEN INTEREST IS EARNED AFTER MATURITY ON AMOUNTS WITHDRAWN” for provisions describing interest after maturity on amounts withdrawn.

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

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

Additional Requirements for Linked Accounts
If your account is a linked account, there are two additional requirements in order to open this account.

First, you must designate to us another qualifying deposit account with us to which all interest earned on this account will be paid. We call this other account the “Interest Receivable Account.” Any other personal checking account, money market deposit account or savings account with us qualifies as the Interest Receivable Account as long as the ownership of that account is the same as the ownership of this account. Business accounts do not qualify as an Interest Receivable Account. Second, the original term of your account must be greater than 1 year.
Making Deposits
Subject to the limitations on deposits described in these Rules and Regulations (see “DEPOSIT LIMITATIONS”), you may make deposits to your account in any manner we permit at any time our banking offices or other deposit-taking facilities are available. All deposits are made subject to our verification procedures and the terms and conditions on our deposit slip or depository envelope (if any). We may refuse, limit or return deposits for any reason and at any time, including but not limited to deposits made at our banking offices or when we or others process the deposit for collection. Any of you may make deposits or, when permitted by law or by the terms of the item, indorse the other’s checks or other items for deposit to your account. We may treat any deposit made on a day that is not a business day (such as Saturdays, Sundays and holidays) as if made on our next business day.

You authorize us to accept checks and other items and entries (“deposited items”) for deposit to your account if they are made payable to, or to the order of, any one or more of you, whether or not they are indorsed by you. You authorize us to supply missing indorsements and you warrant that all indorsements are genuine. We will act as your agent in collecting the money for deposited items. We will be careful in making collections, but we will not be responsible for losses caused by you or others in the collection process. We may credit your account for the amount of deposited items, subject to actually collecting the money for them. However, subject to applicable federal law, we reserve the right to wait until we have actually received the money for deposited items before we credit your account, and to receive deposits subject to special conditions.

If we credit your account for the amount of any deposited item and it is returned for any reason, we may withdraw that amount from your account. We may do this even before a deposited item is returned to us if we have good reason to believe it cannot be collected or is being returned. You will be responsible for, and agree to indemnify us and hold us harmless from, any liability, loss or expense (including reasonable attorneys’ fees) arising from a deposited item that is returned to us, even after it is initially paid, for an alleged breach of warranty under applicable law or other reason not caused by us, including, but not limited to, a claim of forged or unauthorized indorsement, a claim of alteration or a claim that a remotely created check (a check that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn) is not authorized.

If you make a deposit in foreign currency, we will post the transaction in U.S. dollars based on the currency exchange rate in effect on the day we settle the transaction. The currency exchange rate may be different on that day than on the day we processed the transaction. There may be special currency exchange charges. This may result in your account being posted for a greater or lesser amount than the original amount of the transaction.

All deposited items must be completed in dark blue or black ink. You may not deposit a substitute check with us unless 1) we otherwise agree in a separate writing with you or 2) a check that you deposit is returned to you as a substitute check for the first time. You will be responsible for, and agree to indemnify us and hold us harmless from, any liability, loss or expense (including reasonable attorneys’ fees) arising from a deposited check that is not completed in dark blue or black ink, or a deposited substitute check that violates this paragraph. In addition, you will be responsible for, and agree to indemnify us and hold us harmless from, any liability, loss or expense (including reasonable attorneys’ fees) arising from a delay in return caused by any condition of a deposited check arising after it is issued and before we accept it for deposit (including, but not limited to, markings that obscure a properly placed bank indorsement).

Deposit Limitations
No deposits other than the opening deposit may be made to automatically renewable accounts, except for additional deposits of at least $100 made during the grace period within 10 days after any maturity date (but at least 7 days prior to any other maturity date), subject to the following:
- If the balance in the account on the opening date is less than $100,000, then such additional deposits are only permitted if they do not cause the balance in the account to equal or exceed $100,000.
- If the balance in the account on the opening date is $100,000 or more, then such additional deposits are only permitted if they do not cause the balance in the account to equal or exceed $1,000,000.

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

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

Withdrawals of Principal
By depositing funds in your account, you agree to keep your funds on deposit for a stated length of time. In accordance with these Rules and Regulations, you may make withdrawal(s) of principal from your account as follows:
- If this is an automatically renewable account, you may withdraw principal on any maturity date or within the grace period of 10 days after any maturity date, but only with respect to funds that were on deposit for at least 6 days prior to that maturity date.
- If this is a non-renewable account, you may withdraw principal at any time on or after the maturity date, but only after 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 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 term of stepped-rate accounts:

<table>
<thead>
<tr>
<th>TERM OF ACCOUNT</th>
<th>INTEREST PENALTY PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>91 days or less</td>
<td>Full term of the account</td>
</tr>
<tr>
<td>92 days to 1 year</td>
<td>3 months</td>
</tr>
<tr>
<td>More than 1 year to 18 months</td>
<td>6 months</td>
</tr>
<tr>
<td>More than 18 months</td>
<td>12 months</td>
</tr>
</tbody>
</table>

For original term of stepped-rate accounts:

<table>
<thead>
<tr>
<th>TERM OF ACCOUNT</th>
<th>INTEREST PENALTY PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 months, withdrawal in the first 12 months</td>
<td>3 months</td>
</tr>
<tr>
<td>24 months, withdrawal after the first 12 months</td>
<td>None</td>
</tr>
<tr>
<td>48 months, withdrawal in the first 24 months</td>
<td>12 months</td>
</tr>
<tr>
<td>48 months, withdrawal after the first 24 months</td>
<td>None</td>
</tr>
</tbody>
</table>

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 from either.

Account Balance

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

Rate Information

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

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

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

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

- 1/365th (1/366th in a leap year) of the annual interest rate for each day for fixed-rate accounts, stepped-rate accounts and linked accounts.
- 1/360th of the annual interest rate for each day for public funds, regardless of type of account.
Our rules for compounding interest for your account are one of the following methods as shown on the Certificate of Deposit:

• Interest will be compounded daily for fixed-rate accounts and stepped-rate accounts.
• There is no compounding of interest during the original term if your account is a linked account. For any renewal term of a linked account, interest will be compounded daily.
• For public funds, we pay simple interest with no compounding for accounts having a term of 1 year or less. Interest will be compounded annually for public funds if the account has a term greater than 1 year.

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

**Last Revision Date 3/2010**

**IX. INDIVIDUAL RETIREMENT ACCOUNT PLAN**

“You” and “your” mean the depositor for this plan. “We,” “us” and “our” mean The Huntington National Bank.

This Individual Retirement Account Plan Cash Account and Investment Account Disclosure of Account Terms and Rules and Regulations (the “Rules and Regulations”) applies to the individual retirement account plan (“IRA Plan”) you are opening with us. These Rules and Regulations and all deposits made to any Account opened in your IRA Plan are made pursuant to the separate custodial agreement you are entering into with us for your IRA Plan. All funds deposited to Accounts in your IRA Plan are subject to these Rules and Regulations and the custodial agreement. If we are providing you these Rules and Regulations for an existing IRA Plan, these Rules and Regulations replace any prior rules and regulations or agreement for that existing IRA Plan. If we are providing these Rules and Regulations only in response to a request for information about IRA Plans, then we are not opening an IRA Plan for you.

These Rules and Regulations and any signature card for your IRA Plan are collectively referred to as the “Account Documents.” You agree to all of the provisions contained in the Account Documents and all of our procedures which govern IRA Plans. Only funds contributed to an IRA Plan established pursuant to provisions of the Internal Revenue Code and related regulations may be deposited to the Accounts under your IRA Plan. In addition to the Account Documents described above, there are additional documents which we will provide to you in connection with your IRA Plan.

**Type of Accounts**

The box checked on the front panel of these Rules and Regulations indicates the type of Account(s) we are opening for you in your IRA Plan or for which you have requested information. You may choose a Cash Account and/or one or more Investment Accounts. Collectively, these are referred to in these Rules and Regulations as the “Accounts.” Each type of Account is a deposit account with us and is insured by the Federal Deposit Insurance Corporation up to applicable
Renewal of Investment Accounts
Your Investment Accounts will be automatically renewable on the original or any subsequent maturity date. The original maturity date is shown on the front panel of these Rules and Regulations. You have a grace period of 10 days after any maturity date to withdraw the funds without being charged a penalty (see “WITHDRAWALS OF PRINCIPAL FROM ANY INVESTMENT ACCOUNT”). Your Investment Accounts will be renewed without any further action on your part on the original and any subsequent maturity date for any balance not withdrawn within the grace period.

In that case, except as otherwise provided in these Rules and Regulations or for any changes made in accordance with these Rules and Regulations, the terms and provisions governing any Investment Account during any renewal term will be the same as for the immediately prior term.

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

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

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

You may make deposits to your Cash Account at any time. Deposits that are made electronically must be in amounts of at least $25 each. There is no minimum amount for other deposits to your Cash Account.

You may make deposits to a Fixed-Rate Investment Account or a Stepped-Rate Investment Account only to open it or during the grace period within 10 days after any maturity date (but at least 7 days prior to any other maturity date). You may make deposits to a Variable-Rate Investment Account to open it or at any time prior to 7 days before any maturity date. The opening deposit must be at least $25. Additional deposits that are made electronically must be in amounts of at least $25 each.

There is no minimum amount for any other additional deposits to a Variable-Rate Investment Account.

All deposits are made subject to our verification procedures and the terms and conditions on our deposit slip or depository envelope (if any). We may refuse, limit or otherwise no early withdrawal penalty.

Withdrawals in General
Subject to the terms of these Rules and Regulations, any withdrawal(s) may be made in person or in any manner we permit. We will treat each withdrawal as having been made on the day we post it to your Account.

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

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

You may also make qualifying rollover deposits or transfers from other qualifying retirement plans you may have.

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

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

You may make deposits to your Cash Account at any time. Deposits that are made electronically must be in amounts of at least $25 each. There is no minimum amount for other deposits to your Cash Account.

You may make deposits to a Fixed-Rate Investment Account or a Stepped-Rate Investment Account only to open it or during the grace period within 10 days after any maturity date (but at least 7 days prior to any other maturity date). You may make deposits to a Variable-Rate Investment Account to open it or at any time prior to 7 days before any maturity date. The opening deposit must be at least $25. Additional deposits that are made electronically must be in amounts of at least $25 each.

There is no minimum amount for any other additional deposits to a Variable-Rate Investment Account.

All deposits are made subject to our verification procedures and the terms and conditions on our deposit slip or depository envelope (if any). We may refuse, limit or otherwise no early withdrawal penalty.

Withdrawals in General
Subject to the terms of these Rules and Regulations, any withdrawal(s) may be made in person or in any manner we permit. We will treat each withdrawal as having been made on the day we post it to your Account.

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

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

You may make deposits to a Fixed-Rate Investment Account or a Stepped-Rate Investment Account only to open it or during the grace period within 10 days after any maturity date (but at least 7 days prior to any other maturity date). You may make deposits to a Variable-Rate Investment Account to open it or at any time prior to 7 days before any maturity date. The opening deposit must be at least $25. Additional deposits that are made electronically must be in amounts of at least $25 each.

There is no minimum amount for any other additional deposits to a Variable-Rate Investment Account.

All deposits are made subject to our verification procedures and the terms and conditions on our deposit slip or depository envelope (if any). We may refuse, limit or otherwise no early withdrawal penalty.

Withdrawals in General
Subject to the terms of these Rules and Regulations, any withdrawal(s) may be made in person or in any manner we permit. We will treat each withdrawal as having been made on the day we post it to your Account.

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

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

You may make deposits to a Fixed-Rate Investment Account or a Stepped-Rate Investment Account only to open it or during the grace period within 10 days after any maturity date (but at least 7 days prior to any other maturity date). You may make deposits to a Variable-Rate Investment Account to open it or at any time prior to 7 days before any maturity date. The opening deposit must be at least $25. Additional deposits that are made electronically must be in amounts of at least $25 each.

There is no minimum amount for any other additional deposits to a Variable-Rate Investment Account.

All deposits are made subject to our verification procedures and the terms and conditions on our deposit slip or depository envelope (if any). We may refuse, limit or otherwise no early withdrawal penalty.
Withdrawals from Your Cash Account

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

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 Cash Account. These methods are by (i) preauthorized or automatic transfer, (ii) telephone agreement, order or instruction or (iii) check, draft, debit card or similar order payable to third parties. We do not necessarily offer any or all of these methods of withdrawal from your Cash 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 Cash Account.

Withdrawals of Principal from Any Investment Account

By depositing funds in an Investment Account, you agree to keep your funds on deposit for a stated length of time. In accordance with these Rules and Regulations, you may make withdrawal(s) of principal from any Investment Account on any maturity date for that Investment Account or within the grace period of 10 days after any maturity date, but only with respect to funds that were on deposit for at least 6 days prior to that maturity date. There is no early withdrawal penalty for any 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 another time, the Investment Account from which you make such withdrawal(s) will be subject to an early withdrawal penalty as set forth under “EARLY WITHDRAWAL PENALTY FOR INVESTMENT ACCOUNTS.”

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

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

Early Withdrawal Penalty for Investment Accounts

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

If you have a Stepped-Rate Investment Account, the amount of the penalty for early withdrawal of principal from that Account (i) during any renewal term of that Account is calculated as described in the prior paragraph and (ii) during the original term of that Account is calculated at the average simple (non-compounded) interest rate for the applicable penalty period shown in the table below on the amount of principal withdrawn. The “average simple (non-compounded) interest rate” is determined by averaging the monthly interest rates in effect during the term of the Account through the date of withdrawal, with each partial month treated as a full month.

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

For original and renewal terms of Fixed-Rate Investment Accounts, and for renewal term of Stepped-Rate Investment Accounts:

<table>
<thead>
<tr>
<th>TERM OF ACCOUNT</th>
<th>INTEREST PENALTY PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 months to 1 year</td>
<td>3 months</td>
</tr>
<tr>
<td>More than 1 year to 18 months</td>
<td>6 months</td>
</tr>
<tr>
<td>More than 18 months</td>
<td>12 months</td>
</tr>
</tbody>
</table>

For original term of stepped-rate accounts:

<table>
<thead>
<tr>
<th>TERM OF ACCOUNT</th>
<th>INTEREST PENALTY PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 months, withdrawal in the first 12 months</td>
<td>3 months</td>
</tr>
<tr>
<td>24 months, withdrawal after the first 12 months</td>
<td>None</td>
</tr>
<tr>
<td>48 months, withdrawal in the first 24 months</td>
<td>12 months</td>
</tr>
<tr>
<td>48 months, withdrawal after the first 24 months</td>
<td>None</td>
</tr>
</tbody>
</table>

For original and renewal terms of Variable-Rate Investment Accounts:

<table>
<thead>
<tr>
<th>TERM OF ACCOUNT</th>
<th>INTEREST PENALTY PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any term</td>
<td>3 months</td>
</tr>
</tbody>
</table>

In any case, the minimum early withdrawal penalty for any Investment Account is 7 days’ simple (non-compounded) interest on the amount of principal withdrawn (i) within the first 6 days after deposit or (ii) within 6 days after each partial withdrawal.

The number of days’ or months’ 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 (i) 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 or (ii) if you are at least age 59½ and elect to receive your funds as part of a plan of systematic payments.

The early withdrawal penalty will also apply any time(s) we withdraw principal from your account as a result of exercise of our right of set-off or pursuant to any
The amount provided for an early withdrawal will be: (i) the amount of principal withdrawn early, plus (ii) the amount of any accrued or paid interest also withdrawn at that time, minus (iii) the amount of the applicable early withdrawal penalty.

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

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

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

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

Rate Information for Investment Accounts
If you have a Fixed-Rate Investment Account, the interest rate and annual percentage yield for the original term is shown on the front panel of these Rules and Regulations. The interest rate for the original term will be in effect until the maturity date for the original term set forth on the front panel. We will determine the interest rate applicable for any renewal term as of the maturity date for the prior term.

If you have a Stepped-Rate Investment Account, the applicable interest rate and the period of time for which each applicable interest rate will be paid during the original term, and the annual percentage yield, are shown on the front panel of these Rules and Regulations. The interest rate applicable to any renewal term is a single fixed rate that we will determine as of the maturity date for the prior term.

If you have a Variable-Rate Investment Account, the interest rate and annual percentage yield for the original and any renewal term is a variable rate. The beginning interest rate and annual percentage yield is shown on the front panel of these Rules and Regulations. The interest rate and annual percentage yield may change as follows:

• The interest rate may change quarterly without notice to you on the same date of the month you opened the Variable-Rate Investment Account. Each date on which the interest rate can change is called a “Change Date.”

• The new interest rate that becomes effective on each Change Date will be our Index Rate in effect on our most recent Rate Day immediately prior to that Change Date, or on that Change Date if the Change Date is a Rate Day.

• The “Index Rate” in effect for any Rate Day is the rate established and announced by the U.S. Department of the Treasury at the weekly auction held immediately prior to such Rate Day for U.S. Treasury bills with maturities of 13 weeks (auction average on a discount basis). Each “Rate Day” is the day 2 business days after each weekly auction.

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

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

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

Balance Computation Method
We use the daily balance method to calculate the interest on any account. This method applies a daily periodic rate to the principal balance in the account at the end of each day (including any interest added to principal for the purpose of any compounding applicable to your account) to determine the interest earned for that day.

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

When Interest Is Earned After Maturity for Investment Accounts
Interest is paid for the days on or after any maturity date on amounts withdrawn from any Investment Account within the grace period of 10 days after that maturity date at the lower of (i) the interest rate applicable to the prior term that ended on that maturity date or (ii) the interest rate applicable to the renewal term which began on that maturity date.

Our Liability
Except as otherwise provided for electronic fund transfers by applicable law or by other agreements applicable to your account, you agree that:

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

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

• We will not be liable for any consequential damages.
Where Your IRA Plan Is Maintained

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

IRA Plan Ownership

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

Power of Attorney

If you sign a power of attorney appointing an attorney or agent to conduct business for your IRA Plan, you must do so on a form acceptable to us. Subject to applicable law, we reserve the right to refuse to honor any power of attorney presented to us, as well as to refuse to recognize a successor attorney-in-fact at any time, whether or not the successor attorney-in-fact is specifically identified in the power of attorney.

In addition, we reserve the right to refuse to follow the instructions of an attorney-in-fact. The person you appoint will be subject to all of the provisions of the Account Documents. Any person appointed as an attorney-in-fact, whether or not designated as an authorized signer on the signature card for your IRA Plan, is not an owner of the IRA Plan. We may honor a power of attorney until we receive written notice from you that you have revoked the power of attorney.

Garnishment and Other Legal Process

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

Verification of Authority

We reserve the right, at the time of opening of your IRA Plan and at all times thereafter, to require such documents and authorizations as we may deem necessary or appropriate to verify that the person opening the account, requesting or directing withdrawal of funds or the performance of other transactions or otherwise taking action with respect to the IRA Plan has the authority to do any of the foregoing.

No Special Access or Other Requirements

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

Unclaimed Funds and Dormant Accounts

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

• Make a deposit or withdrawal; or
• Inquire about or take any other action in connection with your IRA Plan.

Transferring Ownership

Your IRA Plan cannot be transferred or assigned without our consent. If we consent, you must provide us with all information we request and sign any forms we will give you or that we approve.

If You Owe Us Money

If you owe us money that is due, whether jointly with another or individually, you agree that, unless prohibited by applicable law, we may use the money in your IRA Plan to pay the debt, regardless of the source of the funds in your IRA Plan. This is our right of set-off. You agree to indemnify us and hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Adverse Claims

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

Notices

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

We may disclose information about your IRA Plan as follows:

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

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

Recording

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

Our Other Rights

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

Closing Your Account

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

Change in Terms

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

You may contact us on or after the maturity date of your Investment Account to learn the applicable interest rate and annual percentage yield (APY) for the renewal term. You may also inquire about interest rates and APYs that we may be offering for other Investment Accounts. If you are interested in a different maturity term or interest rate and APY for the renewal term than what your Investment Account automatically rolled over to, you may choose from the maturity terms, interest rates and APYs we then currently offer and make available for this purpose to make such a change. However, you may only request such a change if we are able to make the change within the 10-day grace period at the beginning of the renewal term.

We will comply with any notice requirements under applicable law for any change. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

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

Governing Law

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

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

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

Last Revision Date 3/2010

X. ELECTRONIC TRANSFER AGREEMENT AND DISCLOSURE STATEMENT

This agreement states additional terms and conditions that apply to any qualifying deposit account(s), as determined by us, that you have with us (“Account” or “Accounts”):

1. If you authorize someone else to transfer money telephonically or electronically to or from any of your Accounts;
2. If you authorize us to transfer money telephonically or electronically to any of your Accounts from someone else or from any of your accounts to someone else; or
3. If you transfer money telephonically or electronically to or from any of your Accounts or your Direct Line Accounts.

We collectively call these transactions “Electronic Transfers.” Electronic transfers of money to your Account or Direct Line Accounts are called “Electronic Deposits.” Electronic transfers of money from your Account or Direct Line Accounts are called “Electronic Payments.” This agreement does not apply to any electronic transfers made or arranged with us by means of Internet, computer banking, bill payment,
or any other plan or service of ours for which we provide a separate agreement and disclosure statement.

General Definitions
When used in this agreement, the following terms have the meanings described below:

- “You” and “your” mean the Account or the Direct Line Account owners.
- “We,” “us,” and “our” mean the bank where your Account or your Direct Line Account is held.
- “New Account” means an Account that has been open at least 30 days after the first deposit, unless all owners of the Account already have certain other account relationships with us as defined by federal regulations.
- “Card” means the card(s) we have issued to you under the Electronic Banking Services Agreement and Disclosure Statement.
- “PIN” means personal identification number.
- “Direct Line” means our voice response unit telephone banking service.
- “Direct Line Account” means any qualifying deposit, loan, line of credit, or Huntington Credit Card account you have with us that you can access for telephone transactions.
- “Access Number” means your card number, customer identification number, PIN, secret code, or any other alpha, numerical, or alphanumerical sequence that we require or allow to be used to access accounts for the transactions covered by this agreement.
- “Huntington Credit Card account” means a credit card account issued by us.

Transfers We Will Honor
We will honor electronic transfers to or from your Account if they are properly presented through the Automated Clearing House system, or other system that we use, or if someone else with whom we have an agreement properly presents the electronic transfers. We must receive enough money to cover any electronic deposit from the sender. You must have enough available money or credit in your Account to cover any electronic payment.

Under federal regulations, you are limited to a total of no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, from a money market or savings account for the specified period 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. The specified period for money market accounts is the monthly statement period. The specified period for savings accounts is a calendar month.

Otherwise, we do not impose any limitations on the dollar amount of electronic transfers, nor do we impose any limitations on the frequency of such transfers in connection with checking accounts.

Telephone Transactions
We call the accounts that you can access for telephone transactions your “Direct Line Accounts”. You may use either your card number and PIN or your customer identification number and secret code over a telephone to communicate directly with our computers. We will give you instructions separate from this agreement on how to make telephone transactions. Our telephone services allow you to perform the transactions described below:

- Transfers between your Direct Line Accounts that we permit; or
- Account information inquiries on your Direct Line Accounts.

Remember, you must have enough available money or credit in your Direct Line Accounts to complete any permitted transfers between your Direct Line Accounts, and those transfers are subject to any applicable transaction limits under “Transfer We Will Honor”.

Personal Identification Number (PIN) and Secret Code
We will establish a PIN and/or secret code for you so that you can perform electronic transfers covered by this agreement that require use of your PIN or secret code. You should memorize your PIN and/or secret code. Never let anyone else watch you enter it when you perform a transaction. Do not write it anywhere where someone might find it.

Charges
Our charges for the transactions covered by this agreement are described in this agreement, in our Personal Account Charges Form, or in a separate schedule (which we will provide to you) for the type(s) of deposit account(s) you have. The Personal Account Charges Form is part of this agreement. Certain other charges may be provided in a separate schedule of charges.

Receipts
If you authorize an electronic transfer to be made through an electronic terminal at a merchant or other point of sale, the merchant or seller may provide you with a receipt, or the option to get a receipt. We may give you a receipt for any other electronic transfers covered by this agreement.

Statements
For any Account or Direct Line Account to or from which an electronic transfer can be made, we will provide a statement for each month in which such a transfer has been made. In any case, a statement will be provided at least quarterly for Accounts not classified by us as inactive. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement. If we classify the deposit account as inactive, we will stop sending statements.

Business Days
Our business days are Monday through Friday. Holidays are not included.
Verifying Certain Electronic Deposits
If you have arranged to have preauthorized recurring electronic deposits made to any of your Accounts, you can stop any of these payments. Call toll free 1-800-480-BANK (2265), or write to The Huntington National Bank, 7 Easton Oval (EA5E99) Columbus, Ohio 43219, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you our regular stop payment fee for each stop payment order you give.

If you order us to stop any of these payments three (3) business days or more before the payment is scheduled, and we do not do so, we will be liable for your losses or damages. A stop payment request will only stop a particular payment. You must tell us if you want all scheduled future payments cancelled. You should also contact the person or company with whom you arranged for the preauthorized recurring electronic payment service.

How to Contact Us About Unauthorized Electronic Transfers, Use, Loss or Theft
If you believe that an unauthorized electronic transfer has been made from any of your Accounts, call toll free 1-800-480-BANK (2265), or write to The Huntington National Bank, 7 Easton Oval (EA5E99) Columbus, Ohio 43219.

If you believe that an unauthorized electronic transfer has been made from any of your Direct Line Accounts that are a line of credit or a Huntington Credit Card Account, see the applicable agreements for those accounts to determine when you have to notify us and your liability, unless that unauthorized electronic transfer is an automated transfer to cover an overdraft then the provisions in this section apply.

Authority Given to Others
Anyone to whom you have given a secret code or other access device for use in making electronic transfers from your Accounts or Direct Line Accounts can make electronic transfers, even if that person or company exceeds your authority. You are liable for all transactions that you make or authorize. This is true even if the person or company you authorize exceeds your authority. If you have given or authorized us to give another person or company a secret code or other access device for your Accounts or Direct Line Accounts and you want to terminate that other person’s or company’s authority, you must notify us that transactions by that person or company are no longer authorized.

In Case of Errors or Questions About the Transactions Covered by This Agreement
Call 1-800-480-BANK (2265) or write to The Huntington National Bank, EA4W61 P.O. Box 1558 Columbus, Ohio 43216, as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement from an Account or a Direct Line Account that is a qualifying deposit account. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we...
may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we are not required to credit your account provisionally.

If notice of an error involves a transaction with a New Account, the above time periods will be 20 business days instead of 10 business days and 90 days instead of 45 days. If the transaction was not initiated in any state, territory, or possession of the United States of America, the above 45-day time period will be 90 days.

When the investigation is completed, we will make any necessary or appropriate adjustments to your Account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you think your statement is wrong or if you need more information about a transfer listed on the statement from a Direct Line Account that is a line of credit or a Huntington Credit Card Account, see the applicable agreements for those accounts to determine when and where you have to notify us, your liability, and investigation procedures; however, if that transfer is an automated transfer to cover an overdraft, then the provisions in this section apply.

Our Liability
If we do not complete an electronic transfer on time or in the correct amount according to our agreement with you to or from any of your Accounts, Direct Line Accounts that are qualifying deposit accounts, or Direct Line Accounts that are a line of credit or a Huntington Credit Card Account and the electronic transfer is an automated transfer to cover an overdraft, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available money in your Account to make any electronic payment, or if your Account has been closed or is not in good standing;
- If any electronic payment would go over the credit limit of any overdraft line you may have with us;
- If we do not receive enough money to cover any electronic deposit;
- If any necessary authorizations for completing transfers have been revoked;
- If the equipment or system is temporarily out of service or closed for maintenance or is not working properly, and you knew about it;
- If you have not properly followed our instructions or if you provide us with wrong or inaccurate information;
- If incomplete or inaccurate information necessary to complete or describe the transfer is forwarded to us by the person or company with whom you arranged for the electronic transfer service;
- If the money in your Account is subject to legal process or other claim restricting the transaction; or
- If circumstances beyond our control (such as fire or flood) prevent any electronic transfer, despite reasonable precautions that we have taken.

Disclosure of Information to Others
We may disclose information about your Accounts or Direct Line Accounts with us as follows:
- To consumer reporting agencies;
- In connection with audits or any sale or transfer of your Accounts or a Huntington company or division;
- For fraud, security or risk control;
- To help complete a transaction you initiate, including information requested to verify the existence or condition of an Account;
- To resolve disputes or inquiries you may have about your Accounts;
- 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 Accounts, 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.

Changing Terms and Terminating This Agreement
We have the right to terminate this agreement and to make changes in it at any time. We will comply with any notice requirements under applicable law for termination or changes. This includes changes to the fees and charges applicable to the transactions and services covered by this agreement. If applicable law does not require a notice, we will decide what kind of notice (if any) we will give you and the method of providing such notice.

You can terminate this agreement at any time by notifying us in writing and no longer using any of the services covered by this agreement.

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

Recording
You agree that we may tape record any telephone conversations you have with us regarding the Account or Direct Line Account. However, we are not obligated to do so and may choose not to in our sole discretion.
Law that Applies
This agreement is subject to federal and Ohio law. If any of these terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

XI. ELECTRONIC BANKING SERVICES AGREEMENT AND DISCLOSURE STATEMENT

Types of Available Cards
We allow the following cards (and their related card numbers) to access the services and perform the transactions covered by this agreement:

• Huntington Temporary Electronic Banking Card.
• Huntington Electronic Banking Card.
• Huntington Debit Card accepted by MasterCard merchants.

When you apply for our electronic banking service, we will determine which card(s) we will issue to you in response to your request. If at any time you request, and we make, an expedited delivery of a Huntington Debit Card, we may charge an expedited delivery fee.

What Transactions a Card Can Perform
A Huntington Debit Card can perform all of the transactions covered by this agreement. A Huntington Temporary Electronic Banking Card or a Huntington Electronic Banking Card can perform all of the transactions covered by this agreement except Debit Card merchant transactions.

What Accounts a Card Can Access
Your card account can access your qualifying deposit and other accounts with us. We will tell you which of your accounts qualify when you open your card account. This will depend on the type of card you have and the types of accounts you have. Any deposit account must be with us and cannot require two or more signatures for withdrawal.

Charges for Electronic Banking Transactions
Our charges for electronic banking transactions covered by this agreement are described in this agreement or in our Personal Account Charges Form for the type(s) of deposit account(s) you have. The Personal Account Charges Form is part of this agreement.

ATM Transactions
We call the deposit accounts that your card account can access for ATM transactions your “ATM deposit accounts”. You may use your card and PIN at an ATM to perform the transactions described below, depending upon the location or type of ATM and which card you use:

• Cash withdrawals from your ATM deposit accounts.
• Deposits to your ATM deposit accounts.
• Transfers between your ATM deposit accounts.
• Balance inquiries on your ATM deposit accounts.
• Mini-statements on your ATM deposit accounts.
• Payments by cash or check on any loan or bill from us, or any bill from any company for which we accept bill payments.

PIN-Based Merchant Transactions
We call the accounts that your card account can access for PIN-based merchant transactions your “PIN-based merchant deposit accounts”. You may use your card
and PIN at a point of sale terminal to perform the transactions described below, depending upon the location or type of point of sale terminal you use:

- Purchase of goods or services from the merchant at which the point of sale terminal is located by accessing your PIN-based merchant deposit accounts.
- Purchases of postage stamps at a Huntington ATM by accessing your PIN-based merchant deposit accounts. A Huntington ATM is a point of sale terminal when used to purchase postage stamps.
- Cash withdrawals from your PIN-based merchant deposit accounts in connection with purchases from a merchant at which the point of sale terminal is located.

Balance inquiries on your PIN-based merchant deposit accounts.

Debit Card Merchant Transactions

We call the deposit account that your card account can access for Debit Card merchant transactions your “Debit Card deposit account”. This must be a checking account. If your card is a Huntington Debit Card, you may use your card at a MasterCard merchant to perform the transactions described below:

- Purchases of goods or services from the merchant by accessing your Debit Card deposit account for the money to pay for the purchases.
- Cash withdrawals from your Debit Card deposit account at financial institutions participating in the MasterCard system. The financial institution is a MasterCard merchant for this purpose.

Making Deposits or Paying Bills at an ATM

When you make a deposit or pay any bills at an ATM with cash or checks you must put the cash or checks and your bill or payment coupon in the ATM deposit facility. All deposits and payments are subject to our verification procedures.

Limits on Frequency and Dollar Amount of Transactions

We have the following limits on the frequency and dollar amount of the electronic banking transactions covered by this agreement:

- You must have enough available money or credit in your account to complete the transaction.
- Depending on the location of the ATM or point of sale terminal you use, you can obtain up to a total of $400 each day per card account (but not more than your available balance) for cash withdrawals at an ATM or cash withdrawals or purchases at a point of sale terminal. Higher withdrawal limits may be available upon request and approval.
- For security reasons we have established limits on the dollar amount and frequency of Debit Card merchant transactions.

For money market accounts and savings accounts, certain types of withdrawals including transfers and payments, are limited to a total of no more than 6 in any specified period. The specified period for money market accounts is the monthly statement period. The specified period for savings account is a calendar month. The kinds of withdrawals covered by this limitation 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. Point of sale transactions will be counted toward the 6-per-month limit on third-party transfers and payments by check.

International Transactions

This section applies to Debit Card merchant transactions, PIN-based merchant transactions and ATM transactions. 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.

There may be restrictions or prohibitions that prevent you from being able to use your card or card number for certain international transactions or for transactions involving certain countries.

We charge an international transaction fee equal to 3% of the amount posted to your account for any international transaction.

The transaction is an international transaction if 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.

Personal Identification Number (PIN) and Secret Code

We will establish a PIN and/or secret code for you so that you can perform the transactions covered by this agreement that require use of your PIN or secret code. You should memorize your PIN and/or secret code. Never let anyone else watch you enter it when you perform a transaction. Do not write it on the card or anywhere else where someone might find it.

Unauthorized Use, Loss or Theft

You must notify us immediately if you believe your card and/or any access number has been lost or stolen or used without your authority. Quickly telephoning us is the best way to give us notice. Call us toll free at 1-800-480-BANK (2265), or write to The Huntington National Bank, Bank Card Security, 7 Easton Oval (EA5E99) Columbus, Ohio 43219.

In Case of Errors or Questions About Transactions Covered by This Agreement

Call us or write to us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction covered by this agreement.

You may call our toll-free number, 1-800-480-BANK (2265), or write to The Huntington National Bank, EA4W61 P.O. Box 1558, Columbus, Ohio 43216. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we are not required to provisionally credit your account.

For errors involving new accounts, PIN-based merchant transactions, Debit Card merchant transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error. There is also a special timing rule if the error you notify us about concerns the unauthorized use of a Debit Card or Debit Card merchant transactions. In that case, we will provisionally credit your account for the amount you think is in error within 5 business days after we receive your complaint or question if we do not complete our investigation within that time. However, this special timing rule will not apply, and instead the general timing rules described in the preceding paragraphs will apply, if:

- we ask you to put your complaint or question in writing and we do not receive it within 5 business days; or
- we determine that the circumstances or account history warrant us using the general timing rules described in the preceding paragraphs.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. If we determine that there was an error, we will correct the error within 1 business day after we determined the error occurred. You may ask for copies of the documents that we used in our investigation.

Receipts
We will give you a receipt, or the option to get a receipt, for certain electronic banking transactions covered by this agreement. These are deposits, withdrawals, transfers, payments or purchases that are performed at an ATM, or point of sale terminal. We may give you a receipt for any other electronic banking transactions covered by this agreement.

Statements
We will provide monthly statements for the deposit accounts you access to perform transactions under this agreement. However, we may only provide a quarterly statement if there are no deposits, withdrawals, or transfers for the account. If we classify the deposit account as inactive, we will stop sending statements. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement.

Business Day
Our business days are Monday through Friday. Holidays are not included.

Your Liability
Anyone to whom you have given your card and/or access number can perform the electronic banking transactions covered by this agreement, even if that person exceeds your authority. You are liable for all transactions that you make or authorize. This is true even if the person you authorize exceeds your authority. If you have given someone your card and/or access number and want to terminate that person's authority, you must notify us that transactions covered by that person are no longer authorized. To notify us, call us toll free at 1-800-480-BANK (2265), or write to The Huntington National Bank, EA4W61, P.O. Box 1558, Columbus, Ohio 43216.

Tell us AT ONCE if you believe your card or any access number has been lost or stolen or used without your authority. See the “Unauthorized Use, Loss or Theft” section above for how to contact us. Telephoning is the best way of keeping your possible losses down. You could lose all the money in any account(s) that can be accessed with your card or access number, plus all the money in any other account that is linked for overdraft protection or the maximum overdraft line of credit that you may have on any account(s).

If you tell us within 2 business days, you can lose no more than $50 if someone used your card and/or access number without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or access number, and we can prove we could have stopped someone from taking the money without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

However, there is a special liability rule for Debit Card merchant transactions. If someone uses your card and/or access number without your authority for a Debit Card merchant transaction, you will have no liability for that transaction unless we determine that you were grossly negligent or fraudulent in the handling of your account, in which case the liability rules described above in this section will apply.

Our Liability
If we do not complete certain transactions covered by this agreement on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. These transactions are deposits, withdrawals, transfers, payments, or purchases.
• If through no fault of ours, you do not have enough money or credit in your account to make the transaction, or if the account has been closed or is not in good standing.
• If you do not enclose enough funds for any deposit or payment.
• If the transaction would go over the credit limit of any overdraft line or credit card account you may have with us.
• If the equipment or system is temporarily out of service or closed for maintenance or is not working properly, and you knew about this when you started the transaction.
• If a merchant or other third party refused to honor your card.
• If the money in the account you are accessing is subject to legal process or other claim restricting the transaction.
• If you have not properly followed our instructions or if you provide us with wrong or inaccurate information.
• If circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions we have taken.

Disclosure of Information to Others
We may disclose information about your accounts with us as follows:
• To consumer reporting agencies.
• In connection with audits or any sale or transfer of your accounts or a Huntington company or division.
• For fraud, security or risk control.
• To help complete a transaction you initiate, including information requested to verify the existence or condition of an account.
• To resolve disputes or inquiries you may have about your accounts.
• 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 accounts, 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.

Changing the Terms of This Agreement
We have the right to make changes to this agreement at any time. This includes changes to the fees and charges applicable to the transactions and services covered by this agreement. We will comply with any notice requirements under applicable law for such changes. 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.

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

Terminating This Agreement
We can terminate some or all of the services we provide under this agreement at any time. If we do so, you are required to return any card when we ask you to. In addition, you must return to us any card linked to any account that is terminated. In addition, your Huntington Temporary Electronic Banking Card will automatically terminate 21 days after the date we issue it.

You can terminate this agreement at any time by notifying us in writing and no longer using any of the services covered by this agreement.

Law That Applies
This agreement is subject to federal and Ohio law. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

XII. FDIC INSURANCE INFORMATION
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.

XIII. NOTICE FOR CHECKING RESERVE OR CREDIT LINE ACCOUNTS
The Federal Deposit Insurance Corporation (“FDIC”) is requiring all banks to provide certain disclosures to their customers regarding sweep features linked to deposit accounts in the event the bank fails and is taken over by the FDIC. The requirement
to provide this disclosure is general for all banks, and is not related in any way to the current or expected condition of any bank.

If you have chosen our Checking Reserve or another loan or credit line account, funds in your checking account are periodically swept out of your checking account in order to pay down the balance of Checking Reserve or another loan or other credit line 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 limited to $250,000 combined with other funds on deposit with Huntington by the same depositor in accordance with FDIC's aggregation rules.

If the FDIC takes over 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 Checking Reserve or another loan or credit line account you have with us are not FDIC-insured, but the FDIC will recognize your claim for the reduction of the balance for Checking Reserve or such other loan or credit line account you have with us by the amount of the swept funds.

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

**XIV. 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.
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; or

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.

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.
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.
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; or
2. Use any remedy we may have under state or federal law; or
3. If your rent is past due, you agree that unless prohibited by law, we may use the money in any of your deposit accounts, whether held jointly with another or individually, to pay the debt regardless of the source of the funds in the account. This is our right of offset.

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, nor 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.