LOOKING FOR A WAY TO DEFER TAXES AND BUILD WEALTH?

KEYCORP DEFERRED SAVINGS PLAN

2015 BENEFITS SUMMARY

A SPECIAL OPPORTUNITY TO DEFER TAXES AND BUILD WEALTH

You're among a select group of executives that can take advantage of the KeyCorp Deferred Savings Plan (DSP). The DSP allows you to build wealth by deferring compensation (and the taxes that come with it)—and to grow your money on a tax-deferred basis.

Read on and act no later than **Dec. 12, 2014** or you will miss your opportunity for the 2015 plan year.

IMPORTANT POINTS YOU SHOULD KNOW

- Deferral Choices: You can defer base salary and annual discretionary incentive on a pre-tax basis. This allows you to make up for amounts that you may have been unable to defer in the KeyCorp 401(k) Savings Plan due to qualified plan limits. The DSP provides for distributions at separation from service.
  - Base Salary Deferral—Defer up to 50% of your base salary. Base salary deferrals commence after you reach the IRS Compensation Limit for the year ($265,000 in 2015).
  - Annual Discretionary Incentive Deferral—Defer up to 100% of your annual discretionary incentive compensation payable in 2016, after you reach the IRS Compensation limit for the year ($265,000 in 2015).
- Company Match: Key provides a dollar for dollar company match of your deferrals up to 6% of compensation (compensation capped at $500,000 of eligible pay for this calculation).
- Tax benefits: Pre-tax deferred compensation reduces your current taxable income.
  - Your deferral account grows on a tax-deferred basis.
  - You pay no federal or state income tax until you receive distributions from the DSP.
- "Investment" options: You have the flexibility to allocate your deferrals among 26 Valuation Funds based on your individual risk and reward objectives. Know that the Valuation Funds look and act like real investment funds, but your deferrals aren't actually invested in those funds. They're used solely to determine the gain/loss in your DSP account(s).
  - When you retire or terminate, your investments move into a fixed-rate crediting option based on the average rate of return for the DSP's Interest Bearing Account for the prior 36 months.
  - The Interest Bearing Account is 120% of the Long-Term Application Federal Rate (AFR).
  - Fund fact sheets are available from the Investment Summary page online.
- Payment options: Starting in 2015, you can create and maintain up to four accounts for deferrals that determine how you want to receive payments when you separate from service:
  - Lump Sum
  - 60 monthly installments
  - 120 monthly installments
  - 180 monthly installments

Once elected, payment elections cannot be changed.

The charts on the next page make it easy to see the advantages of saving in the DSP versus traditional after-tax savings.

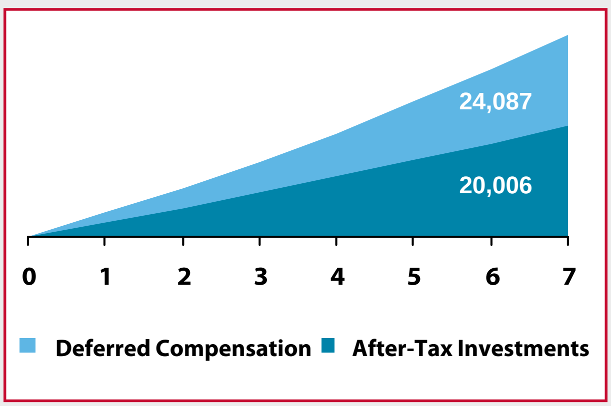
DEFERRED COMPENSATION SAVINGS THROUGH THE DSP YIELDS MORE THAN AFTER-TAX INVESTING

IN THE SHORT TERM…

Given a seven-year time frame, the graph below compares the total payout between a pre-tax deferred compensation arrangement and a similar investment in traditional after-tax savings. Note that the after-tax payout from the deferred compensation is greater no matter when the distribution is made, assuming the same or lower tax bracket at payout.

CHART ASSUMPTIONS

- Single $25,000 pre-tax deferral
- Single $15,000 after-tax investment
- 7% net investment return
- 40% state and federal income tax rate



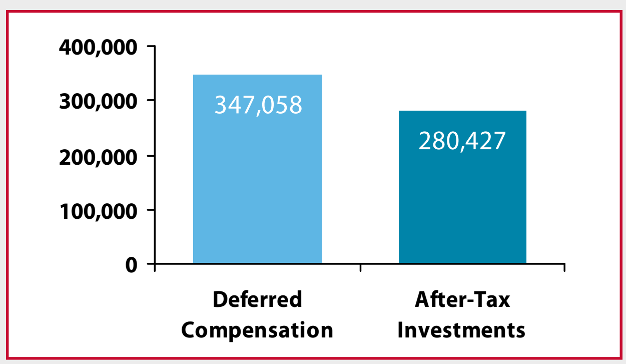
AND OVER THE LONG TERM…

This chart compares deferred compensation savings with traditional, after-tax investing. In this example, a 45-year-old participant defers $10,000 annually for 20 years. Over the same period, another individual invests $6,000 ($10,000 pre-tax) annually in an after-tax plan. The deferred compensation investment comes out significantly ahead.

CHART ASSUMPTIONS

- 10-year payout period
- 40% ordinary income tax rate
- 15% capital gains rate
- Portfolio allocation of 70% stock, 30% bonds
- Annual return of 7% on stock, 6% on bonds

Distributions are shown in after-tax dollars



DEFERRED COMPENSATION CAN YIELD MORE THAN AFTER-TAX INVESTING IN THE SHORT TERM AND THE LONG TERM.

Both illustrations assume tax rates remain constant between the time of deferral and the time of payout.

HOW DEFERRED COMPENSATION WORKS

The DSP provides a powerful way to save money above the 401(k) Savings Plan limit on a pre-tax basis and accumulate earnings on a tax-deferred basis.

- The amount you elect to defer is withheld from your pay on a pre-tax basis and credited to your DSP accounts.
- You allocate your deferrals—just like making investment selections—among Valuation Funds that "act like" investment funds. Your DSP accounts are valued daily based on the gains or losses of the Valuation Funds you select.
- At the time you make your deferral election, you also decide when you want your accounts paid to you upon your separation from service.

WHAT YOU NEED TO DO BY FRIDAY, DEC. 12TH AT 11:59 P.M. CT

ACTION REQUIRED	FEATURES AND FACTS	CONSIDER
ENROLL	▪ Elect to defer compensation payable during the 2015 calendar year. ▪ Your base salary and annual discretionary incentive deferral elections are effective Jan. 1, 2015 for base salary during 2015 and annual discretionary incentive compensation paid in 2016.	Election deadline is Dec. 12, 2014 at 11:59 p.m. CT. Deferral elections are irrevocable and cannot be changed. You can only change your deferral elections during the open enrollment for the future year.
CHOOSE HOW MUCH TO DEFER	You can defer: ▪ Up to 50% of your base salary specified as a percentage. Base salary deferrals commence after you reach the IRS Compensation Limit for the year ($265,000 in 2015). ▪ Up to 100% of your annual discretionary incentive compensation payable in 2016, after you reach the IRS Compensation limit ($265,000 in 2015).	Deferrals under this plan only begin when your compensation exceeds $265,000 (limit for 2015).

ACTION REQUIRED	FEATURES AND FACTS	CONSIDER
SELECT YOUR DISTRIBUTION OPTION(S)	All distributions commence upon your separation from service. You can choose up to four separate "Separation" accounts that pay as follows: ▪ Payments begin the month after your separation from service unless you are a specified employee, in which case payments begin in the seventh month following your separation (see question 21, page 8 for definition of specified employee). ▪ Choose one of a combination of the following payment options—lump sum or 60, 120, or 180 monthly installments.	Benefit payments are made by Key as soon as administratively practicable after the event initiating the distribution. Your distribution election for these accounts must be made at the time the accounts are established and cannot be changed in the future. The DSP does not allow for loans or voluntary withdrawals. A Hardship Withdrawal can be requested in writing for occasions that meet the strict definition of an "Unforeseeable Emergency" under the DSP.
INVEST AMONG VALUATION FUNDS	▪ Allocate deferrals among your choice of 26 Valuation Funds based on your individual risk and reward objectives. ▪ Know that Valuation Funds look and act like real investment funds, but your deferrals aren't actually invested in those funds. They're used solely to determine the gain/loss in your DSP account(s). ▪ The Valuation Fund options for the DSP generally mirror the options available under the 401(k) Savings Plan (except for the Interest Bearing Account option that is available in the DSP).	You can allocate deferrals among the funds that reflect your deferral timeframe and individual risk preferences, the same process you use when making other investment elections in, for example, the 401(k) Savings Plan. Change your Valuation Fund allocations as often as daily online. You can set up separate allocations for current account balances and future deferrals and separate elections for each account that you establish. Returns are calculated daily based on the allocations in effect for that business day.

FREQUENTLY ASKED QUESTIONS ABOUT THE DSP

If you have questions that aren't answered here, please call Aon Hewitt (the DSP administrator) by calling KeyBank Employee Services at 1-888-KEYS2HR (1-888-539-7247) Monday through Friday, 8:30 a.m. to 8:00 p.m. ET.

1. **Who is eligible to participate in the DSP?**

   Generally, if you are employed by KeyCorp, or any subsidiary or affiliate of KeyCorp that participates in the DSP, you will be eligible to participate if your Total Cash Compensation exceeds the IRS Compensation Limit for the applicable year (e.g. $265,000 for 2015). KeyCorp determines employees who are eligible to participate in the DSP annually prior to the beginning of the plan year.

2. **How is Total Cash Compensation determined?**

   KeyCorp determines your Total Cash Compensation (TCC) by adding your annual salary as of Sept. 30, 2014, to your annual discretionary incentive compensation that was paid in 2014. If you were not eligible for an annual discretionary incentive in 2014 (e.g., you were hired after March 2014), your TCC will be determined by adding your annual salary as of Sept. 30, 2014, and your guaranteed (if any) or target annual discretionary incentive compensation payable in 2015. KeyCorp has the sole discretion to determine TCC.

3. **What is the company match formula?**

   Key matches 100% of your DSP deferrals dollar for dollar up to 6% of your eligible pay in excess of $265,000 (the IRS Compensation Limit for 2015), up to a maximum of $500,000 eligible pay.

4. **How does the DSP interact with my 401(k) Savings Plan?**

   The DSP allows you to make pre-tax deferrals and receive company match beyond the limits of the 401(k) Savings Plan. DSP deferrals commence after your eligible pay has reached the IRS Compensation Limit ($265,000 for 2015).

   After your eligible pay reaches $265,000, your DSP deferrals commence and Key matches 100% of your DSP deferrals dollar for dollar up to 6% of your eligible pay (up to a maximum of $500,000 of eligible pay). (Note: Your deferrals continue even after your eligible pay exceeds $500,000, but Key does not match deferrals after eligible pay exceeds $500,000.)

   Therefore, assuming you elect to contribute at least 6% to both the 401(k) Savings Plan and the DSP, your total company match will be 6% of your eligible pay up to $500,000. Generally, the first $15,900 of company match ($265,000 * 6%) will go into the 401(k) Savings Plan and the remainder into the DSP.

5. **Am I vested in the company match component of the DSP?**

   You will be 100% vested in the company match upon your third anniversary from your date of hire. You become fully vested in the event of death or disability.

6. **Why should I participate in the DSP?**

   Participation in the DSP enables you to take advantage of additional company match and the tax deferral, a powerful savings tool that can help you reach your savings goals faster. When you defer pre-tax compensation, your taxable income is reduced, so you pay lower taxes today. Plus, you pay no federal or state income tax on deferred amounts—or the associated gains—until they are distributed, when your effective tax rate may be lower.

7. Am I vested in my deferrals?

Yes. You are always 100% vested in any voluntary deferrals that you make.

8. When is the deadline for making deferral elections?

The election deadline is **11:59 p.m. CT, Dec. 12, 2014**. Your elections apply to 2015 base salary and/or annual discretionary incentive earned in 2015, payable in 2016. Deferrals do not commence until after you reach the IRS Compensation Limit ($265,000 for 2015).

9. How much can I defer?

You can defer up to 50% of your base salary and up to 100% of your annual discretionary incentive. **Note that deferrals only begin after your eligible pay exceeds the IRS Compensation Limit ($265,000 for 2015).** This means that if you do not reach the IRS Compensation Limit until after your bonus is paid, any annual discretionary incentive compensation deferral election you have on file will be ignored.

Note: Your deferral election for the 401(k) Savings Plan will be applied to compensation, including your annual discretionary incentive compensation, up to the IRS Compensation Limit ($265,000 for 2015).

10. What if I choose not to defer– will I still receive any company match?

No. Key matches 6% of your contributions into the DSP. If you do not make any contributions, you will receive no company match.

11. Can I choose to participate in future years?

Yes. Assuming you remain eligible to participate in the DSP, you may choose to enroll during the open enrollment window next fall.

12. Will my deferral elections automatically rollover from prior years?

Yes. If you are a current DSP participant and make no elections this year, your 2014 deferral elections will automatically roll forward for 2015 base salary and annual discretionary incentive compensation paid in 2016 unless you make a change.

13. When do DSP deferrals take effect?

Your deferral elections take effect as soon as your 2015 base salary and/or incentive compensation, starting Jan. 1st, exceeds the IRS Compensation Limit for the year ($265,000 in 2015). Note that if your eligible pay has not reached the IRS Compensation Limit ($265,000 for 2015) when your bonus is paid, no bonus deferral will be taken.

14. May I change my DSP deferral election(s)?

Once deferral elections are made, they are irrevocable for the upcoming year. You can only change your deferral election(s) for future years each year during the open enrollment.

15. When are deferrals credited to my DSP account(s)?

Deferrals are generally credited on the payroll date on which the compensation would have otherwise been paid to you.

16. How are earnings credited to my account (s)?

You will allocate the amounts in your account(s) to reflect your choice among 26 Valuation Funds. The Valuation Funds are used as hypothetical indices to calculate gains or losses, which are credited to your accumulated account balances at the end of each day.

17. When can I make changes to my Valuation Fund allocations?

You may change your Valuation Fund allocations online on a daily basis. The change can apply to existing account balances, future contributions or both. Changes made prior to

4:00 p.m. ET on a business day will be effective that day. Changes made after 4:00 p.m. ET or changes made on a non-business day will be effective the following business day.

18. What happens to my Valuation Fund allocations when I retire?

In the event of your retirement, termination, or death, your investments move into a fixed-rate crediting option based on the average rate of return for the DSP's Interest Bearing Account for the prior 36 months. The Interest Bearing Account is 120% of the Long-Term Application Federal Rate (AFR). This fixed-rate crediting will apply until your account balances are paid in full.

19. How are my DSP benefits paid?

Benefit payments are made by Key as soon as administratively practicable after the event initiating the distribution. To comply with current tax law, payment for specified employees (see question 21) will begin in the seventh month following separation from service.

You have the right to elect distributions from your DSP accounts(s) to be paid as a single lump sum or in 60, 120, or 180 monthly installments.

Balances in your account(s) that are less than $50,000 at separation from service will be paid in a lump sum, regardless of what you elected.

20. Are taxes withheld from deferrals to my DSP account(s)?

A major benefit of the DSP is that contributions are made on a pre-tax basis, and no federal income or state taxes are withheld from deferrals to your DSP accounts. (Deferrals may be subject to certain local taxes.) However, company match (as it vests) and voluntary deferrals to the DSP accounts are included in your compensation for purposes of calculating FICA/Social Security and applicable local taxes.

21. What is a specified employee?

Specified employees are key employees of the Company who are among the 50 most-highly compensated. You will be notified in the first quarter of each year if you are a specified employee. You will also be notified at the time of your separation from service if you are a specified employee at that time.

22. May I change the distribution election for my DSP account(s)?

No. Your distribution election for these accounts must be made at the time the accounts are established and cannot be changed in the future.

23. How are my accounts distributed at death?

In the event that your death precedes the full payment of your DSP balances to you, any unpaid balances at the time of death will be paid in a single lump sum to your designated beneficiary on file.

If you do not name a beneficiary(ies) or the beneficiaries you name do not survive you and you have no surviving beneficiaries under the DSP, your account balances will be paid to your spouse, then children, then estate.

24. May I borrow from or make a withdrawal from my account?

The DSP does not allow for loans or voluntary withdrawals. A Hardship Withdrawal can be requested in writing for occasions that meet the strict definition of an "Unforeseeable Emergency" under the DSP.

If granted, Hardship Withdrawals are limited to the amount necessary to cover the financial hardship, with taxes , but cannot be more than your vested account balance. It may include the termination of the existing deferral commitment and will preclude your eligibility to defer for the period of the hardship and for 12 months thereafter.

If guidance is needed, please contact Aon Hewitt's Executive Benefits group at 1-888-KEYS2HR (1-888-539-7247) , and select the "Deferred Savings Plan" option, Monday through Friday, 8:30 a.m. to 8:00 p.m. ET.

25. Are distributions taxable?

Distributions are taxed as ordinary income in the year they are paid out. Generally, Key will withhold based on supplemental rates (25% up to $1M federal and the applicable supplemental state rate for the state of your residence; if there is no supplemental state rate, the top applicable state rate will be used.)

Payments to beneficiaries are also taxable as ordinary income, and the value of the DSP can be included in the estate of the deceased employee for federal estate tax purposes. Please consult with your financial advisor.

26. How are taxes handled when I vest in the company match?

When you become vested, Key will include your vested balances in your compensation for purposes of calculating FICA/Social Security. Shortly thereafter, Key will withhold FICA/Social Security taxes from your current compensation.

27. May I roll my DSP account distributions into an IRA?

No. Because this is a nonqualified plan, distributions are not eligible for IRA rollover.

28. How does the security of the benefit payments in the DSP compare to the 401(k) Savings Plan?

Under the 401(k) Savings Plan, deferrals and earnings are held in a trust that can only be used to pay benefits to the 401(k) Savings Plan participants and is not subject to creditor claims. Under the DSP, the Company promises to pay your deferred amounts (adjusted for gains/losses) to you at a later date from the Company's general assets. This arrangement is necessary to achieve the desired tax results of the DSP.

29. Are my benefits under the DSP secure?

In order to achieve the tax advantages of the DSP, Key cannot formally fund the DSP. Your DSP balances are an unsecured promise to pay. You do not have an interest in any specific assets of Key, even if Key intends to pay the benefits from certain assets. In the event of corporate insolvency, you would be an unsecured, general creditor for any unpaid DSP balances.

30. Will my participation in the DSP affect my 401(k) Savings Plan?

Your DSP deferrals do not commence until after you have reached the IRS Compensation Limit ($265,000 for 2015), so your DSP deferrals will not reduce your contributions into the 401(k) Savings Plan.

31. How do I enroll in the DSP?

Log into HR Online at https://hronline.keybank.com. From there, click on the tile to access your "Deferred Savings Plan" benefits. If you have any questions, please contact Aon Hewitt between 8:30 a.m. ET and 8:00 p.m. ET, Monday through Friday at 1-888-KEYS2HR (1-888-539-7247), and select the "Deferred Savings Plan" option.

32. If I want next year's elections to be the same as the current year, do I have to make a new election?

No. Assuming you remain eligible to participate, your current DSP elections will rollover to become next year's deferral commitment unless you submit an online election to change them during the next open enrollment period. If you have a break in eligibility, you will need to make new deferral elections to start or continue participating.

Please note: Once the enrollment deadline is reached, deferral elections are irrevocable. Therefore, please pay attention to the elections that you allow to rollover to the next plan year.

33. Where can I obtain information on my DSP account(s)?

Log into HR Online at https://hronline.keybank.com. From there, click on the tile to access your "Deferred Savings Plan" benefits. If you have any questions, please contact Aon Hewitt between 8:30 a.m. ET and 8:00 p.m. ET, Monday through Friday at 1-888-KEYS2HR (1-888-539-7247) , and select the

"Deferred Savings Plan" option.

34. Whom do I contact for questions regarding the DSP?

Key utilizes the administration services of Aon Hewitt's Executive Benefits practice for the DSP. Aon Hewitt's contact information is located on the back of this booklet along with the contact from Key.

RESOURCES AT YOUR SERVICE

You have several ways to access assistance and answers. Contact information is below.

AON HEWITT

Executive Benefits
Phone: 888.539.7247 (select "Deferred Savings Plan" option) (toll free)
Fax: 404.240.6079
E-mail: deferralselect@aonhewitt.com
Website: https://hronline.keybank.com, Deferred Savings Plan tile

KEY

Cathy Fyffe
Retirement Plans Manager
Phone: 216.689.3411
E-mail: cathleen_m_fyffe@keybank.com

YOUR ONLINE ELECTIONS MUST BE COMPLETED BY FRIDAY, DEC. 12, 2014 AT 11:59 P.M. CT!

DISCLAIMER

This guide isn't a legal document. It's intended only as a summary and is not intended to provide legal or tax advice. If there are any discrepancies between this guide and the official Plan Document, the Plan Document will prevail. Participation in any or all of the KeyCorp plans does not constitute a contract of employment, implied or otherwise. KeyCorp has the right to change benefits, plans and/or programs at any time for any reason.

IMPORTANT TERMS & CONDITIONS OF THE DSP

Historical Plan Account Balances

If you were a participant in the KeyCorp Deferred Compensation Plan, the KeyCorp Second Deferred Compensation Plan, the KeyCorp Excess 401(k) Savings Plan, and/or the KeyCorp Second Excess 401(k) Savings Plan (hereinafter referred to as Historical Plans), your Historical Plan funds merged into the Deferred Savings Plan as of December 31, 2006, and these Historical Plan funds are accounted for in the Deferred Savings Plan as a separate Historical Plan Account established in your name.

Prior to the merger of the Historical Plans into the Deferred Savings Plan, you were asked to make a one-time revised distribution election that controlled the distribution of your Historical Plan monies from the Deferred Savings Plan.

If you failed to make this revised distribution election your Historical Plan benefits will be distributed to you at your termination/retirement in the form of a 10-year installment payment.

Investment of Historical Plans' Matching Contributions

Your Historical Plans' matching contributions will continue to be invested in the Deferred Savings Plan's Common Stock Account and will not be subject to your investment diversification.

When you Vest in your Historical Participant Deferrals Invested in the Deferred Compensation Plans' Common Stock Account.

If you elected to irrevocably invest your participant deferrals in the KeyCorp Deferred Compensation Plan and/or KeyCorp Second Deferred Compensation Plan's common stock account, and as a result of this irrevocable investment election you received an additional 4% corporate contribution amount, you will not become vested in this additional 4% corporate contribution amount until you reach Normal Retirement (i.e. age 65 with a minimum of 5 years of vesting service). If you terminate/retire prior to reaching Normal Retirement, this additional match will be automatically forfeited as of your termination/retirement date.

Investment in the Plan's Common Stock Account

Effective January 1, 2012, the Common Stock Account was closed to future investments. Your prior investment of your Participant Deferrals (and any portion of your Historical Plan participant deferrals) in the Plan's Common Stock Account was irrevocable. Once you elected to defer your funds into the Common Stock Account, you were not permitted to reallocate those amounts into any other Plan Investment Accounts.

Forfeiture of Your Matching Contributions and Plan Earnings

If at any time prior to or within twelve months of your retirement or termination, you engage in any *Harmful Activity*, all Matching Contributions and all earnings on both your Participant Deferrals as well as those Matching Contributions allocated to your Plan Account will be automatically forfeited by Key without further notice to you, and you will be required to repay to Key any Matching Contributions and any Plan earnings that have been distributed to you within 12 months of your retirement or termination date.

Plan Administration

KeyCorp is the Plan Administrator of the Deferred Savings Plan. The Plan Administrator has the sole and exclusive discretion and authority to apply, construe and interpret all provisions and terms of the Plan, to grant and/or deny any and all claims for benefits, and to determine any and all issues relating to eligibility for benefits. The decision of the Plan Administrator will be final and binding with regard to any claims for benefits under the Plan.

Plan Limitations

Being a participant in the Plan does not give you the right to remain employed with KeyCorp. Nor does your participation in the Plan constitute an employment agreement, compensation agreement, or agreement with regard to the terms and/or conditions of your employment with KeyCorp. KeyCorp, in its sole discretion, reserves the right at all times and for any reason, to discontinue your participation in the Plan. Also, Participants may not sell, transfer or assign, either voluntarily or involuntarily their Plan benefit by court order or otherwise.

Plan Changes or Terminations

KeyCorp reserves the right to change or terminate the Deferred Savings Plan at any time and for any reason. If any material changes are made to the Plan in the future, you will be notified.

Top Hat Plan

The Deferred Savings Plan is what is commonly referred to as a "Top Hat Plan". A Top Hat Plan is a non-tax-qualified retirement or deferred compensation plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. Generally, Top Hat Plans are not subject to the very rigid design structures and regulatory requirements imposed on tax-qualified retirement plan(s) under the Code, nor are they subject to ERISA's participation, vesting, funding, and fiduciary rules.

Compliance with the American Jobs Creation Act of 2004 (Section 409A of the Code)

Your participation in the Deferred Savings Plan is subject to the requirements of the American Jobs Creation Act of 2004 (Section 409A of the Code). Your actual deferral of income will be made to a deferred compensation arrangement that is structured and administered in accordance with Section 409A's requirements. All Plan deferrals, contributions, administration and distributions will be made based upon Key's good faith interpretation of the law. If it is later determined that compliance with the law requires Plan modification, or modification in the manner in which the Plan is administered, the Plan or its administration will be modified to comply with the law without prior notice to the Participant. The terms of this Summary will be modified to incorporate any required changes or modifications required by the law and any of its implementing regulations.

Harmful Activity

As noted earlier, if you engage in a "harmful activity" you will automatically forfeit all earnings (including dividends) that have been allocated to your Plan Account and all Matching Contributions that have been allocated to your Plan Account. If you engage in a "harmful activity" Key shall be entitled to injunctive relief (without the necessity of posting any bond), in addition to any and all other rights and remedies that it may be entitled to under law or under the Deferred Savings Plan or other contractual provisions.

A "Harmful Activity" Shall have Occurred if You Do Any One or More of the Following:

(i) Use, publish, sell, trade or otherwise disclose Non-Public Information of KeyCorp unless such prohibited activity was inadvertent, done in good faith and did not cause significant harm to KeyCorp.

(ii) After notice from KeyCorp, fail to return to KeyCorp any document, data, or thing in your possession or to which you have access that may involve Non-Public Information of KeyCorp.

(iii) After notice from KeyCorp, fail to assign to KeyCorp all right, title, and interest in and to any confidential or non-confidential Intellectual Property which you created, in whole or in part, during employment with KeyCorp, including, without limitation, copyrights, trademarks, service marks, and patents in or to (or associated with) such Intellectual Property.

(iv) After notice from KeyCorp, fail to agree to do any acts and sign any document reasonably requested by KeyCorp to assign and convey all right, title, and interest in and to any confidential or non-confidential Intellectual Property which you created, in whole or in part, during employment with KeyCorp, including, without limitation, the signing of patent applications and assignments thereof.

(v) Upon your behalf or upon behalf of any other person or entity that competes or plans to compete with KeyCorp, solicit or entice for employment or hire any KeyCorp employee.

(vi) Upon your behalf or upon behalf of any other person or entity that competes or plans to compete with KeyCorp, call upon, solicit, or do business with (other than business which does not compete with any business conducted by KeyCorp) any KeyCorp customer you called upon, solicited, interacted with, or became acquainted with, or learned of through access to information (whether or not such information is or was non-public) while you were employed at KeyCorp unless such prohibited activity was inadvertent, done in good faith, and did not involve a customer whom you should have reasonably known was a customer of KeyCorp.

(vii) Upon your behalf or upon behalf of any other person or entity that competes or plans to compete with KeyCorp, after notice from KeyCorp, continue to engage in any business activity in competition with KeyCorp in the same or a closely related activity that you were engaged in for KeyCorp during the one year period prior to the termination of your employment with Key.

For purposes of this Plan provision the term:

"Intellectual Property" shall mean any invention, idea, product, method of doing business, market or business plan, process, program, software, formula, method, work of authorship, or other information, or thing relating to KeyCorp or any of its businesses.

"Non-Public Information" shall mean, but is not limited to, trade secrets, confidential processes, programs, software, formulas, methods, business information or plans, financial information, and listings of names (e.g., employees, customers, and suppliers) that are developed, owned, utilized, or maintained by an employer such as KeyCorp, and that of its customers or suppliers, and that are not generally known by the public.

"KeyCorp" shall include KeyCorp, its subsidiaries, and its affiliates.