



TREASURY MANAGEMENT MASTER AGREEMENT

This Treasury Management Master Agreement ("Agreement") sets forth the terms that apply to Customer's use of the products and services described below and any new Treasury Management Products and Services Busey may add (collectively the "Services"). Customer's use of the Services is governed by the Master Agreement in Part A hereof, the Treasury Management Online and Mobile Banking Addendum in Part B hereof, and the product addendum applicable to the respective additional Service (each a "Product Addendum" and collectively, the "Product Addenda") in Section C hereof, as well as the applicable Enrollment and Maintenance Forms in Section D, user guides and documentation for the Service. Busey will permit multiple entities related by common ownership to operate under the Treasury Management Master Agreement and applicable Product Addenda as long as Customer provides Busey with the appropriate corporate resolutions authorizing such representation and completes the required documentation.

PRODUCTS AND SERVICES

<p>ONLINE AND MOBILE ACCESS</p> <ul style="list-style-type: none"> ▪ Treasury Management Online Banking ▪ Treasury Management Mobile Banking 	<p>ELECTRONIC PAYMENTS</p> <ul style="list-style-type: none"> ▪ ACH Origination ▪ Bill Pay ▪ Same-Day ACH Origination ▪ Wire Transfer 	<p>DEPOSIT SERVICES</p> <ul style="list-style-type: none"> ▪ Cash Vault Services ▪ Client Payment Portal ▪ Lockbox ▪ Mobile Deposit ▪ Remote Deposit Capture ▪ Secure Safe
<p>FUND TRANSFER SERVICES</p> <ul style="list-style-type: none"> ▪ Automatic Fund Transfer ▪ Commercial Loan Sweep ▪ Target Balance Sweep ▪ Zero Balance Sweep 	<p>RECONCILIATION SERVICES</p> <ul style="list-style-type: none"> ▪ Account Recon ▪ Deposit Recon ▪ Promontory-Link 	<p>ACCOUNT PROTECTION</p> <ul style="list-style-type: none"> ▪ ACH Block ▪ ACH Filter ▪ ACH Positive Pay ▪ Check Positive Pay ▪ Stop Payment

CONSENT TO ELECTRONIC DISCLOSURES

Customer agrees that Busey may provide Customer with all legal and other disclosures, notices, and other communications with respect to Services, including any Enrollment and Maintenance Form, this Agreement and amendments to this Agreement, in electronic form. Busey may notify Customer of any future notices by sending an alert to Customer's e-mail address. Customer should print or save a copy of all disclosures delivered electronically. Customer may request this Agreement in printed form from Busey at any time.

PART A: MASTER AGREEMENT

1. Scope of Master Agreement.

This Master Agreement governs any Service provided by Busey to Customer. This Master Agreement, together with the applicable Addendum and any Enrollment and Maintenance Form, comprise the entire agreement between Customer and Busey regarding each Service. With respect to a Service being provided by Busey to Customer at the time this Agreement is entered into, unless otherwise agreed, this Master Agreement and the relevant Product Addendum will prevail over a conflicting provision of any prior agreement relating to that Service. In the event of any conflict between this Master Agreement and a Product Addendum, the Product Addendum will prevail with respect to the particular Service. Busey may deny access to any of the Services at its sole discretion from time to time as a result of credit issues, for security purposes or as otherwise determined by Busey, and Busey may also implement restrictions on the continued use of such Services.

2. Definitions.

The following terms have the meanings provided below in this Agreement and, unless otherwise provided, in each Product Addendum:

"ACH" means monetary transactions processed via the Automated Clearing House (ACH) Network.

"Account" means those deposit account(s) and/or loan(s) that Customer maintains as active and funded with Busey and that Customer wishes to access by one or more Services, as identified on the applicable Enrollment and Maintenance Forms. If Customer has multiple accounts subject to one or more Services,

"Accounts" means those multiple deposit and/or loan accounts.

"Account Agreement" means Busey's Deposit Account Agreement and Disclosures, made available to Customer in connection with deposit account-opening, and which is available on Busey's website (www.Busey.com).

"Addendum", as in "any Addendum", is inclusive of the Treasury Management Online and Mobile Banking Addendum in Part B hereof, which applies to each Service accessed online or through a Mobile Device, and the Product Addenda in Part C hereof.

"Administrator" means Customer's employee designated on the Enrollment and/or Maintenance Form who will be responsible for coordinating and monitoring Authorized Users' and Agents' use of a Service.

"Applicable Law" means any federal and state law (to the extent not considered to have been preempted by federal law) that applies to a party or a Service and the applicable rules and regulations promulgated by the FDIC, Federal Reserve and any money transfer system, network or clearing house used by Busey in providing Services. This includes, but is not limited to, as applicable, the sanctions laws, regulations and orders administered by OFAC; laws, regulations, and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN), including the Bank Secrecy Act, the U.S.A. PATRIOT Act and the requirements for customer identification required thereby; to the extent applicable to business accounts, the Electronic Funds Transfer Act and Regulation E promulgated thereunder; Articles 3, 4 and 4A of the Uniform Commercial Code as enacted in the State of Illinois; the Check 21 Act and Regulation CC promulgated thereunder; and restrictions imposed under the Unlawful Internet Gambling Enforcement Act of 2006.

"Authorized User(s)" means those employees or agents whom the Administrator designates to access one or more Accounts through one or more Services via Treasury Management Online and Mobile Banking. For each Service not accessed through Treasury Management Online and Mobile Banking, **"Agents,"** who are designated on the Enrollment and Maintenance Form, will be able to use the Service. This Agreement acts as Customer's authorization to allow the Authorized Users and Agents to access and process transactions, which may directly affect Customer's Accounts.

"Available Balance" means the ledger balance of the Account, minus Checks deposited in that Account that are in the process of collection, both calculated as of the close of business of the previous Business Day, minus holds, minus those Items debited against the Account on the Same Business Day, plus deposited Items based on Busey's funds availability schedule.

"Business Day" means any day on which Busey and the Federal Reserve Bank is open and operating to the public for carrying on substantially all business, excluding weekends and legal holidays.

"Online Banking" means Busey's online banking product for Commercial and Treasury Management Customers.

"Check" means a draft, payable on demand and drawn on or payable through or at a branch of a bank, whether or not negotiable, that is handled for forward collection.

"Check Image" means a digitized image of the front and back of a Check and associated MICR-information provided to Busey in lieu of the original Check.

"Confidential Information" means all information that is disclosed by either party in connection with this Agreement and which the disclosing party has exercised commercially reasonable efforts to identify as confidential in nature at the time of disclosure, or which is of such a nature as to be reasonably identified as confidential in nature at the time of disclosure. Customer Information and any information regarding or provided by or related to Busey's Service Providers shall be deemed to be Confidential Information. In addition, all Busey supplied Software and written documentation associated therewith and all manuals and other documentation regarding the use and operation of the provided systems and Equipment are Confidential Information.

"Customer Information" means any personal financial information relating to Customer or one or more

of Customer's customers.

"Cut-Off Time" means the deadline for availability of a particular Service set forth in this Agreement, listed on Busey's Treasury Management Online Banking website, Busey's Treasury Management Mobile Banking and Busey's website (www.Busey.com), as such deadlines may be changed from time to time.

"Direct Send File Transfer" means the means by which the Customer may elect to exchange files with Busey. Enrollment in Direct Send File Transfer Busey will maintain and support a Secure File Transfer Protocol (SFTP) on behalf of the Customer to permit the exchange of files, as reasonably necessary, for retrieval by the Customer or processing through Treasury Management Services. In addition, files will be accompanied by valid authentication and verification in accordance with the Treasury Management Master Service Agreement and associated Addendum(s). **"Electronic Transmission"** means the means by which Customer may elect to send or receive instructions or reports from Busey related to Services, including, without limitation, facsimile transmission, voice mail, secured e-mail, or other electronic or telephonic methods.

"Enrollment and Maintenance Form" means the form which Busey uses to onboard Customer in requested Services and make changes to existing Services as requested by Customer.

"Entry" means, with regard to ACH, an order or request complying with the requirements of the NACHA Operating Rules (i) for the transfer of money to the account of a Receiver (a **"Credit Entry"**), (ii) for the withdrawal of money from the transaction account or general ledger account of a Receiver (a **"Debit Entry"**), (iii) a zero dollar Entry, (iv) a DNE (Death Notice Entry), or (v) an ENR (Automated Enrollment Entry); or means the data received from Customer from which Busey prepares an Entry.

"Equipment" means any hardware, computer, scanner, communications devices or other equipment required to use a Service.

"Exception" means an Exception Check, Item or Entry that does not match the requirements established by Customer or the applicable Service.

"Exception File" means a record describing Exceptions that is provided by Busey to Customer as described in the applicable Enrollment and Maintenance Form.

"FDIC" means Federal Deposit Insurance Corporation, which insures the deposits held by Busey up to \$250,000 per type of account holding.

"Federal Reserve" means the Board of Governors of the Federal Reserve System, a federal bank regulator responsible for rulemaking under parts of Applicable Law.

"Fedwire" means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of Wire Transfers governed by the Fedwire Regulation.

"Fedwire Regulation" means Subpart B of Regulation J of the Federal Reserve System, as amended from time to time.

"Item" means a Check, Money Order, Travelers' Check and Cashier's Check and, unless otherwise noted in a Product Addendum, excludes any Item drawn on foreign institutions outside of the United States or Territories of the United States.

"MICR" means Magnetic Ink Character Recognition, the line of numbers and letters on the bottom of the front of a Check that facilitates processing.

"Mobile Device" means a smartphone or tablet used for access to Mobile Services.

"Mobile Service" means a Service that accesses Accounts via a Mobile Device.

"NACHA" means the National Automated Clearing House Association - the Electronic Payments Association, which operates the ACH Network.

"NACHA Operating Rules" means the Operating Rules, Regulations, and Guidelines of NACHA, a printed copy of which may be obtained from NACHA at 13665 Dulles Technology Drive, Suite 300, Herndon, VA 20171. Instructions for obtaining an electronic version of the NACHA Operating Rules are available at www.nacha.org.

"OFAC" means the US Treasury Department's Office of Foreign Asset Control, which issues the list of Specially Designated Nationals and Blocked Persons. OFAC information may be obtained directly from the OFAC Compliance Hotline at 1-800-540-OFAC or electronically online at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

"OTP" means a One-Time Passcode used as a Security Procedure to provide authentication to effect login

to the system and access to transactions in connection with certain Services.

"Periodic Statement" means for the applicable Account, (i) each periodic Account statement issued by Busey, (ii) any written or electronic advice to Customer from Busey or (iii) any electronic report produced through one of Busey's information reporting services to which Customer subscribes.

"Request" means instructions from Customer for a Wire Transfer of funds to a specific account and beneficiary or to amend or cancel prior instructions.

"Security Procedures" means the use of identification and/or access codes, including Company IDs, User ID's, passwords and OTPs, challenge questions, logon identifications, personal or location identification numbers, repetitive codes, Tokens, dual control, call-back protocols, encryption and other security devices, systems and Software that Customer may use in connection with a Service.

"Service Provider" means any agent, licensor, independent contractor or subcontractor that Busey may involve in the provision of a Service.

"Service" means any of the Treasury Management Services provided by Busey under this Master Agreement and the applicable Product Addendum.

"Software" means any Software or Application needed to operate a Service.

"Token" means an electronic device that will permit Authorized Users to generate a one-time use numeric code to provide authentication to effect transactions in connection with certain Services. Tokens may be hard (tangible) or soft (electronic).

"Wire Transfer" means the process of electronically transferring funds to a beneficiary through the Fedwire system.

3. Disclaimer of Warranty.

Any Service, Software, Equipment and communication interfaces provided or licensed to Customer are provided on an "as is" basis. Other than the express warranties contained in this Master Agreement or in any Addendum, Busey makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose or suitability of any service for customer, or as to the compatibility of software, equipment or communication interfaces with customer's equipment.

4. Limitation of Liability.

- a. General Standard. Busey will provide Services in accordance with the applicable Addendum and, in so doing, will act in good faith, will use commercially reasonable care and will be responsible for any loss sustained by Customer only to the extent such loss is caused by Busey's failure to exercise such care and then Busey's liability will not exceed the lesser of the actual damages sustained by Customer or the fees Busey received for providing the Service to Customer for the three (3) months preceding the loss or such longer period as may be permitted by the agreement Busey has entered into with the applicable Service Provider for the Service subject to a damages' claim to the extent Busey is reimbursed for the claim.
- b. Specific Standards. For requests that are subject to Article 4A of the UCC, Busey is liable only for damages required to be paid under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in a Product Addendum, provided that Customer has otherwise complied with any duties imposed on Customer under this Master Agreement, the Wire Transfer Product Addendum or the applicable Set-Up and Maintenance Form. For all requests and Entries not subject to Article 4A, and for all other obligations under Busey's ACH Origination Service, Busey's liability is limited to actual damages, resulting directly from Busey's willful misconduct or Busey's failure to exercise reasonable care, not exceeding the following, as applicable: (i) in case of an excessive debit to Customer's Account, the amount of the excess plus compensation equivalent to interest from the date of the excessive debit to the date of the refund; (ii) in case of payment to an account not specified by Customer, the amount of the payment plus compensation equivalent to interest from the date of the payment to the date of the refund; (iii) in case of any delay in crediting a Debit Entry to Customer's Account, the amount of compensation equivalent to interest for the period of delay; or (iv) in all other cases, the damages specified paragraph a. above. If Busey fails to credit an Account utilized in connection with any Service in accordance with the Addendum and Set-Up and Maintenance Form applicable thereto, as of the date such credit was earned, upon discovery or notification of such error, Busey will properly credit such Account, but Busey shall not incur any liability therefore except as otherwise provided herein or in the Addendum. Customer must use reasonable efforts to assist Busey in recovering the amount of any overpayment for which Busey is liable. If Busey is obligated to pay interest compensation, Busey's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Chicago for the period involved. At

Busey's option, payment of such interest may be made by crediting the Account. If Customer transmits a request to Busey by way of a funds-transfer system or other third-party communications system not specifically required by Busey, the system is deemed to be Customer's agent for that purpose. Busey is not liable to Customer for any discrepancy between the terms Customer transmits to such system and the terms it then transmits to Busey.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT WILL BUSEY HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO OR COULD HAVE BEEN REASONABLY FORESEEN BY BUSEY.

- c. **Force Majeure.** In the performance of the Services required by this Agreement and any Addendum, Busey shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Busey shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of an Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Bank, clearing house or transmission or communications facility, and no such person shall be deemed Busey's agent. Without limiting the generality of the foregoing, Busey shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, events of terrorism, pandemic, emergency conditions or other circumstances beyond Busey's control. In addition, Busey shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Busey's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Busey's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of another U.S. regulatory authority.

5. Indemnification.

Except in the event of Busey's gross negligence or willful misconduct in connection with the Services, Customer shall indemnify Busey against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of (i) a claim of any person that Busey is responsible for an act or omission of Customer or any other person described in this Agreement; (ii) a claim or action relating to Customer's use of a Service in a manner other than that provided for in this Agreement; and (iii) any and all claims by third parties through Customer relating to the performance or non-performance of the Services, provided that the indemnity listed in (iii) hereof shall not preclude Customer's recovery of damages from Busey pursuant to the terms and subject to the limitations of this Agreement.

6. Confidentiality and Data Security.

- a. **Treatment of Confidential Information.** Each party shall use the Confidential Information of the other party solely in the performance of its obligations under this Agreement, shall treat it as confidential and shall not disclose it, except as required by law or Court order, and/or to its authorized employees, third-party providers, regulatory agencies, legal counsel and other agents, on a need to know basis. Without limiting the foregoing, each party shall treat the other party's Confidential Information with at least the same degree of care it uses to prevent the disclosure of its own Confidential Information, but in no event less than reasonable care. Customer shall not disclose the Software or its documentation to any other entity or use such Items for any purpose and shall not use, copy, modify, transfer, rent, reverse engineer, decompile or disassemble any Software or documentation. Upon expiration or termination of this Agreement, all Software, all documentation for the Software and other materials of information which relate to or reveal the Software and its operation shall be immediately returned to Busey. Confidential Information shall not include information that the receiving party can prove: (i) was generally available to the public at the time it received the information from the disclosing party or later becomes generally available to the public through no fault of the receiving party and without breach of this Agreement; (ii) was known to it, without restriction or obligation of confidentiality, prior to disclosure by the disclosing party; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party; or (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, which has the right to disclose such information and not having any obligations of confidentiality with respect thereto. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure by it or the other party's Confidential Information.
- b. **Information Security.** Busey has implemented and shall maintain information security procedures designed to meet the requirements of the guidelines establishing information security standards as

adopted by the bank regulatory agencies who oversee Busey's operations. These security measures include appropriate disposal of consumer information as required and taking appropriate actions to address incidents of unauthorized access to Customer's sensitive information, including notification to Customer as soon as possible of any such incident, which notice shall include appropriate details regarding such incident and a description of steps taken by Busey to remedy the incident and prevent its recurrence.

7. Security Procedures.

- a. Compliance with Security Procedures. Security Procedures are as set forth in Busey's Treasury Management Online and Mobile Banking Addendum unless otherwise provided in the applicable Product Addendum. The Security Procedures have been implemented to protect Customer Information and the transactions Customer elects to make to Accounts with Busey. The purpose of such Security Procedures is for verification of authenticity and NOT to detect an error in the transmission or content of an Entry. No Security Procedure for the detection of any such error has been agreed upon between Busey and Customer. Customer is strictly responsible for establishing and maintaining the procedures to safeguard against unauthorized transmissions. Busey reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedure as necessary from time to time.
- b. Transmissions. Busey may always rely on transmissions from Customer accompanied by valid authentication under the appropriate Security Procedure, even if the actual user is not an Authorized User or Agent, regardless of whether Customer has notified Busey of a change in user identity. Busey shall not be obligated to act on a communication not transmitted in accordance with the Security Procedures and may refuse to act on any communication where Busey reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. Busey shall have no duty to discover, and shall not be liable for, errors or omissions by Customer. If Busey complies with the Security Procedures in respect to a communication, Busey shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Busey shall not be liable for acting on, and Customer shall be bound by, any communication sent in the name of Customer, whether or not authorized.
- c. Unauthorized Transactions. Customer warrants that no individual will be allowed to use the Services or initiate transactions in the absence of proper supervision and safeguards and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any IDs, passwords and devices provided by Busey in connection with the transmission of transactions. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer agrees to notify Busey immediately followed by written confirmation as provided in Section 8. The occurrence of unauthorized access will not affect any transactions made in good faith by Busey prior to receipt of such notification and within a reasonable time period to prevent unauthorized transactions.

IF CUSTOMER, ITS ADMINISTRATOR, AN AUTHORIZED USER OR AGENT DISCLOSES CUSTOMER OR USER IDs or PASSWORDS TO ANYONE, AND/OR IF CUSTOMER ALLOWS SOMEONE TO USE SUCH IDs AND CODES TO GAIN ACCESS TO ACCOUNTS, CUSTOMER AUTHORIZED THEM TO ACT ON ITS BEHALF AND WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (SUCH AS WHEN INFORMATION IS PROVIDED TO A JOINT ACCOUNTHOLDER AND/OR AN EMPLOYEE).

- d. Commercially Reasonable Security Procedures. When Customer accepts this Agreement and uses the Services, Customer acknowledges and agrees that the Services include Security Procedures that are commercially reasonable. Customer shall notify Busey in the event that Customer's use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If Customer fails to notify Busey, Customer acknowledges and agrees that the Security Procedures are appropriate for Customer's needs and will provide Customer with a commercially reasonable degree of security against unauthorized use. Busey may use a third party to provide monitoring, penetration and intrusion testing with respect to certain Services.
- e. Protections. Customer has important responsibilities for protecting the Accounts and the Services used by Customer and for combating fraud and the unauthorized use of the Accounts. Customer represents and warrants that Customer has in place and will maintain and enforce effective policies and procedures to monitor and control the secure use of its Accounts including:
 - Ensuring that Security Procedures, IDs, passwords and devices and Account numbers are disclosed only to Customer's personnel and agents who are authorized to have and use them;
 - Controlling the use of Internet access, Software, Equipment and other Systems and Devices used in communications with Busey;

- Training personnel on the proper use of the Products, Services and fraud prevention measures particularly in connection with Internet access, and e-mail; and
 - Controlling Check stock, mechanical signing devices and Account information.
- f. Fraud Detection Devices and Best Practices -Customer Assumption of Liability. Customer is aware that Busey offers products and Services that may be valuable tools in reducing the incidence of fraud and unauthorized use of Customer's accounts and the Services, including Positive Pay Services and ACH debit blocking tools. In addition, for certain Services, Busey recommends dual control or call-back protocols, and it offers a variety of online viewing and reporting tools which enable real time access to Account data and activity. Careful monitoring of Accounts and Account data is an effective tool for detecting unauthorized or improper transactions and other Account problems, and for facilitating reporting of potential problems. Notwithstanding any other provision of this Master Agreement or any applicable Addendum, to the extent Customer chooses not to utilize the tools available to Customer or fails to maintain and enforce such policies, Customer will be precluded from asserting any claims against Busey for paying unauthorized, altered, counterfeit or other fraudulent Items that such tool was designed to detect or deter, and Busey will not be required to re-credit Customer's Account or otherwise have any liability for paying such Items.

8. Notices, Reporting of Problems, Security Breach.

- a. Notices. Any notice hereunder shall be given by personal delivery, by Electronic Transmission with confirmed receipt, by overnight courier, or by regular mail, postage prepaid. Any such notice shall be deemed effective on the earlier of actual receipt, the next Business Day after being sent by overnight courier, or three days after being mailed by regular mail. The mailing address of Busey Treasury Management Service Support is:

Busey Bank
Attn: Treasury Management Service Support
115 E. Neil Street, Suite 401
Champaign, Illinois 61820
E-mail: treasurymanagement@busey.com

Busey reserves the right to change the address for notifications upon written notice to Customer. The address for notice to Customer shall be the then-current address for Customer in Busey's records.

- b. Reporting Problems. In the event of problem with a Service or the loss or other disclosure of an ID, password or access device or the need to change an ID or password or other time-specific problems, Customer's authorized representative should contact Busey immediately by telephone at **(800) 749-7844**. Customer should not rely on an Electronic Transmission of such report for primary notice but should instead provide a written confirmation notice either by mail or by personal delivery to the address provided above.
- c. Security Breach. Customer shall notify Busey immediately upon becoming aware of any incident of unauthorized access to any information or a Service, which notice shall include appropriate details regarding such access and a description of steps taken by Customer to remedy such access and prevent its recurrence. If such access is to a Service, Busey shall investigate to determine whether the access resulted from any failure of Busey personnel or the Service. Busey shall take appropriate action to address any such failure that resulted in unauthorized access to the Service. Customer agrees to cooperate in Busey's incident response investigation in a timely manner and to provide any information requested by Busey within two (2) Business Days of the request. Customer will permit Busey's authorized representatives' access to Customer's computer systems in connection with such investigation. Customer will indemnify and hold Busey harmless from and against any third-party claim arising from a data security breach, except to the extent the breach is caused by Busey's gross negligence or the gross negligence of Busey's Service Provider.

9. Compliance with Laws, Regulations and Rules.

Customer and Busey will abide by all Applicable Law governing the Services.

10. Service Fees.

Fees payable by Customer for access to and use of the Services shall be as specified by Busey. Busey may modify these fees from time to time. The fees for each Service will be deemed accepted by Customer upon provision of such Service to Customer. Customer will pay any sales, use or similar tax applicable to any Service. If Busey is required to pay any such taxes, Customer will reimburse Busey upon demand. Customer will also pay all attorneys' fees and other costs and expenses Busey may incur in collecting any fees or other sums Customer may owe to Busey in connection with any Service. Busey may collect any amounts due by Customer

to Busey by debiting any of Customer's accounts with Busey, billing Customer, and/or setting off against any amounts Busey owes to Customer, without any obligation to give prior notice thereof to Customer.

11. Accounts.

All Services involving an Account are subject to the Account Agreement and availability schedules in effect from time to time, provided that in the event of any conflict between this Agreement and the Account Agreement, this Agreement will prevail. Each fund transfer under a Service is subject to any transfer limitations that apply to the Account. Customer must maintain each Account in a satisfactory manner following the rules and agreements for each such Account as applicable from time to time.

12. Extensions of Credit.

Customer must maintain sufficient amounts of available funds in the Accounts in connection with particular Services to cover Customer's payment obligations. Busey is not obligated to extend credit to Customer unless it has specifically agreed to do so in a separate writing. If Busey extends credit to Customer by permitting overdrafts or use of uncollected funds in an Account or otherwise, the amount thereof will be immediately due and payable, together with interest thereon at a per annum rate determined by Busey from time to time, but not to exceed the maximum rate permitted by law. If Busey should perform on Customer's behalf any Services that create an overdraft or use of uncollected funds, such action will not establish a course of dealing between the parties that will require Busey to perform any Services on behalf of Customer that would create an overdraft or use of uncollected funds. Busey may, without notice, refuse to honor any order for payment, transfer or withdrawal of funds if such order would create an overdraft or use of uncollected funds, notwithstanding that Busey may have previously allowed overdrafts or use of uncollected funds. Customer agrees that Busey may debit the applicable Account or any other accounts owned by Customer or that Busey may set off against any amount Busey owes Customer, in order to obtain payment for Customer's overdrafts.

13. Grant of Security Interest.

As Security for the full and timely payment and performance of all of Customer's obligations under this Agreement (including without limitation, Sections 10, 12 and 22 of this Master Agreement) and any Addendum, Customer hereby grants to Busey a security interest in, and a lien upon, the Accounts and any other Customer accounts at Busey. The failure of Customer to satisfy any of Customer's obligations to Busey will constitute a default. Upon the occurrence of a default, and at any time thereafter, Busey may use and apply any and all funds in the Accounts and any other account at Busey and exercise any and all other rights and remedies available to Busey by law, in equity or by agreement. Customer further agrees that its obligations hereunder may also be secured to the extent provided in any security agreement entered into with Busey.

14. Account Reconciliation.

Customer's transactions will be reflected on Customer's Periodic Statement. Customer will promptly notify Busey in writing at the address provided in Section 8 of this Master Agreement of an error relating to any Service and any discrepancies between records maintained by Customer and any notice and/or Periodic Statement Customer receives from Busey with respect to any Service and will provide Busey with information it may reasonably request in connection therewith. If Customer fails to notify Busey of a discrepancy within thirty (30) days of receipt of a Periodic Statement containing such information, Customer agrees that, in addition to any other limitations on Busey's liability, Busey shall not be liable for any other losses resulting from Customer's failure to give such notice or for any loss of interest or any interest equivalent with respect to a transaction shown on such Periodic Statement. If Customer fails to notify Busey in writing of such discrepancy within sixty (60) days of receipt of such Periodic Statement, Customer shall be precluded from asserting such discrepancy against Busey.

15. Check Samples, Forms Approval and Service Implementation.

Busey reserves the right to approve the form of Customer's Checks, drafts, deposit slips and similar documentation. Prior to initiating a new Account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Busey may reasonably request, including, without limitation, signature cards, transmissions, corporate resolutions and other documents. Busey may also request samples of Customer's Checks, drafts, deposit slips and similar Items to ensure, in Busey's sole discretion, whether such Items meet Busey's quality control and processing standards. In the event that Busey determines that any Item or test does not meet its specifications, Busey will so advise Customer. Customer acknowledges that Services will not commence or continue until such time as an approved Item or test is provided to Busey and determined by Busey to be satisfactory. Customer shall be responsible for initial product installation, whether or not Busey provides telephone or on-site installation support.

16. Electronic Instructions and Digital Signatures.

- a. Electronic Authorizations. By utilizing the Services available under this Master Agreement and the

applicable Addendum, Customer will be entitled to authorize various transactions electronically that otherwise would require written authorization. In addition, Customer may have Accounts that require multiple signers to execute transactions. Customer agrees that Busey is authorized to complete each transaction initiated electronically by means of the Internet in accordance with the Security Procedures, including but not limited to transfer of funds, extension of credit under notes and issuances of Checks or electronic payments.

- b. Electronic Transmissions to Busey. Customer may elect to send or receive instructions or reports from Busey related to Services via Electronic Transmission. Customer acknowledges that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay and observation or receipt by unauthorized personnel. Busey may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by the Customer. Should Customer elect to send or receive Electronic Transmissions to or from Busey, Customer assumes all risks, and Busey shall not be liable for any loss, that results from the nonreceipt, disclosure or alteration of any such Electronic Transmission.
- c. Busey Contact. No Busey employee, nor any company affiliated with Busey, will contact Customer via e-mail or phone requesting Customer's e-mail address, ID or password. If Customer is contacted by anyone requesting this information, please contact Busey immediately.
- d. Digital Signatures and Electronic Acceptances. Busey will provide Customer the option of entering into this Agreement or executing the Set-Up and Maintenance Forms with a digital signature through DocuSign or a similar service. Busey may also include supplements that permit electronic acceptance online. Customer hereby agrees that its use of such digital signature and any electronic acceptances shall represent the written signature(s) of Customer's authorized signer(s) and shall bind Customer to the terms and conditions of the applicable agreement, addendum or form.

17. Recording and Information Downloading.

Busey may record electronic access to Accounts by means of the Services and may also record telephone communications with representatives of Busey, and Customer hereby consents to recording of all such information. Busey may download information into Customer's computer for purposes of efficient operation of Busey's website, and Customer authorizes this activity.

18. Transactions on Non-Business Days/Cut-Off Times.

Transactions, Deposits, Payment Orders, Entries or other requests by Customer received by Busey on a non-Business Day or after established Cut-Off Time deadlines may be treated by Busey as received on the next Business Day. Busey may change any Cut-Off Time or other deadline at any time. Busey will make a reasonable effort to notify Customer of any changes in advance. Cut-Off Time deadlines are listed on Busey's Treasury Management Online Banking website, Busey's Treasury Management Mobile Banking and Busey's website (www.Busey.com),

19. Inconsistent Name and Account Number.

Unless otherwise provided in any Addendum or as otherwise required by law, if Customer or third party acting at the Customer's instruction initiates an Entry that describes the person to receive the proceeds of such Entry (the "beneficiary"), the beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Busey and subsequent parties to the Entry may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Busey and subsequent parties know or have reason to know of the inconsistency. Customer's obligation to pay the amount of the Entry to Busey is not excused in such circumstances.

20. Data Retention and Disclosure.

Customer acknowledges that Busey may have certain legal record keeping and reporting requirements with respect to Services and consents to Busey's disclosure to governmental authorities of information concerning Customer and Services provided to Customer, which Busey believes to be appropriate or necessary to fulfill such legal requirements.

21. Service Providers.

Busey may act on any communication and provide any Service using any payment system or Service Provider it reasonably selects. Busey's performance of Services is subject to the rules and regulations of any such system or organization. The performance of Services through the Service Provider will not relieve Busey of its obligations to perform fully under this Agreement. Busey shall have no obligation to disclose arrangements with third parties to Customer or obtain Customer's consent thereto. Customer authorizes the transfer of information relating to Customer to agents of Busey or Customer for use in connection with Services or as required or permitted by

law. Busey will provide Customer with all necessary instructions for contact with such Service Provider, if necessary.

22. Equipment and Software.

If any Service requires Equipment or Software to be operated by Customer, the provision of the Service by Busey shall be conditioned on the proper installation, configuration, use and maintenance of such Equipment or Software by Customer. Customer is solely responsible for the selection, purchase or lease and maintenance of its computer Equipment and Software and its compatibility for use where required in connection with any Service. If Busey supplies Equipment or Software, Busey shall remain the owner of such Equipment or Software, and Customer shall insure it, use it solely in the manner specified by Busey and in connection with the relevant Service, not remove or modify any name or identifying mark on it, and return it to Busey upon termination of the Service in good condition, ordinary wear and tear excepted. Customer is responsible for installing and implementing any changes and upgrades to the Equipment and Software as required by Busey within five (5) Business Days to ensure compliance with regulatory changes or developments and to protect the integrity and security of the Service.

23. Advertising.

Neither Customer nor Busey shall display any name, trademark or service mark of the other without the prior written consent of the other. Customer shall not advertise or promote any Service without Busey's prior written consent for each use or release.

24. Busey's Right to Audit.

During the term of this Agreement and for a period of two (2) years thereafter, Busey, and any third party representatives designated by Busey, including Busey regulatory agencies, independent auditors and forensics experts, shall have the right, upon reasonable prior notice to Customer (except in the event of fraud, unauthorized access to Accounts or any other circumstance where delay could result in loss to Customer, in which case this right shall be immediate), to audit Customer's books, records, systems, computers and procedures to the extent necessary to verify Customer's compliance with the terms of this Agreement, including compliance with Applicable Law and, as applicable, NACHA Operating Rules, which may include, in Busey's sole discretion, the right to enter onto the premises of Customer for such purpose.

25. Remote Access Rights.

From time to time, Busey personnel will use Software to create a remote access online session with Customer's Authorized Representatives for the purpose of troubleshooting problems, training on products or for related purposes. Such sessions will be solely for the purposes established at the time, and Busey will not have access to the system for any further reason.

26. Representations and Warranties.

Busey represents and warrants that: (i) no contractual obligations exist that would prevent Busey from entering into this Agreement; and (ii) Busey has the requisite authority to execute, deliver and perform Busey's obligations under this Agreement. Customer represents and warrants that: (i) no contractual obligations exist that would prevent Customer from entering into this Agreement; (ii) Customer has complied with all applicable security and legal requirements; and (iii) Customer has requisite authority to execute, deliver, and perform Customer's obligations under this Agreement.

27. Business Use.

CUSTOMER EXPRESSLY REPRESENTS AND WARRANTS TO BUSEY THAT NONE OF THE ACCOUNTS THAT ARE OR WILL BE SUBJECT TO A SERVICE PURSUANT TO THIS MASTER AGREEMENT AND ANY APPLICABLE ADDENDUM HAVE BEEN ESTABLISHED, OR ARE BEING OR WILL BE USED, FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. Customer understands and agrees that Customer's transactions are not governed by the Bureau of Consumer Financial Protection's Regulation E or any other consumer financial protection law or regulation.

28. Miscellaneous.

- a. **Term and Termination.** This Agreement is effective from the date of execution and shall remain in force until terminated as provided for herein. In no case shall this Agreement terminate until all Product Addenda have been properly terminated. This Agreement shall terminate: upon thirty (30) days prior written notice by either party to the other, immediately upon termination of the banking relationship between the parties, or immediately if Customer fails to comply with any of the terms and conditions of this Agreement. In addition:
 - (i) Busey reserves the right to terminate or suspend any Service immediately, without advance notice to Customer, if any of the following occurs: (A) Busey has reason to believe that Customer or a

third party has engaged in suspicious, fraudulent or illegal activity with respect to the Service, (B) Busey determines it is impractical or illegal to provide the Service because of changes in laws, regulations or rules, or (C) Busey, in good faith, is unable to satisfy itself that the Service has been properly authorized by Customer.

- (ii) Customer may terminate the use of any Service or terminate this Agreement and Services by contacting Busey in writing by mail or personal delivery to Busey at the address in Section 8 hereof or by electronic communication to treasurymanagement@busey.com.

Notwithstanding any termination, the terms of this Agreement and the Addendum will apply to all transactions which have been initiated prior to termination and Customer's payment obligations with respect to such transactions. In the event amounts are due Busey upon termination, it may exercise its rights to set-off and any other rights provided to it under law or by contract.

b. Amendments.

- (i) From time to time, Busey may amend any of the terms and conditions contained in this Master Agreement and any Addendum, including without limitation any part of the Enrollment and Maintenance Form. Busey may add, delete or amend Services. Busey will notify Customer of such changes by Electronic Transmission. If Customer initiates any transaction through the Services after the effective date of a change, Customer indicates Customer's agreement to the change. By continuing to use any Service after notice of such amendment, Customer shall be deemed to have agreed to such amendment and shall be bound by this Master Agreement or such Addendum, as amended.
- (ii) If Customer seeks to change the Administrator, name a co-Administrator, change Account access, request replacement tokens, change minimums or maximums or make other such changes in the Services, it should contact its Account Officer or Treasury Management Regional Service Support Team. Customer must also notify Busey in writing of any changes to its name, mailing address, e-mail address or telephone number.
- (iii) Busey will permit Customer to submit updated Enrollment and Maintenance Forms to Busey from time to time, provided that such forms are submitted in writing, are executed by a properly authorized person and are otherwise acceptable to Busey. Such updated forms will be effective on the third Business Day following the Business Day of Busey's receipt of the same or at such later date as Customer may request. From time to time, Busey may request and Customer agrees to provide updated Enrollment and Maintenance Forms.

- c. Assignment and Subcontracting. Obligations or rights under this Agreement may not be assigned by Customer without the prior written consent of Busey. Customer shall not engage a third party to generate and/or transmit Entries to Busey without the prior written consent of Busey and without requiring such third party to first enter a written agreement with Busey setting out the relationship, rights and duties between such third party and Busey. Customer agrees any such third party shall be Customer's agent for all purposes under this Agreement, including the right of Busey to give notices to such third party and receive directions as created by Busey from such third party, all on behalf of Customer. Customer shall indemnify Busey against all losses, liabilities or expenses, including reasonable attorney's fees, with regard to any breach of this Agreement that may result from the actions of any such third party.

Busey hereby reserves the right to subcontract any portion of the Services offered under this Agreement to Service Providers and may from time to time make changes to the sub-contracting Service Provider. In the event Busey utilizes a Service Provider for providing Services all responsibility for communication, contact and information transmission for the services will remain with Busey.

- d. Enforceability. In the event any provision of this Master Agreement or any Addendum shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the affected Addendum shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- e. Governing Law; Jury Trial Waiver. This Master Agreement and each Product Addendum will be governed by the laws of the State of Illinois, without reference to provisions relating to conflict of laws. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this Agreement or any of the Addendum.
- f. Jurisdiction and Venue. Any litigation brought by either party to this Contract shall be brought exclusively in a state or federal court of competent jurisdiction within the State of Illinois. The Parties waive any objection either may have based upon improper venue or *forum non conveniens* to the conduct of any

such proceeding.

- g. Ownership of Material. Copyright in the website pages, the screens displaying the pages, and the information and material therein is owned by Busey and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Services are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.
- h. Survival. The following provisions of this Agreement will survive termination: Sections 3-6, 8, 12-13, 16, 24, 26-27 and Subsections 28a., d., e., f., g. and h.

PART B: TREASURY MANAGEMENT ONLINE AND MOBILE BANKING ADDENDUM

1. Registration Process.

Busey's Treasury Management Online Banking Service requires completion of an initial registration process. Treasury Management Service Support will verify Customer's identity and ownership for the Account(s) to be linked to the Services and the information Customer submitted for accuracy and authorization. Customer will be notified when the Services will be activated.

2. Processing Requirements.

The following requirements apply to the Services:

- Customer must have an active Account with Busey.
- Customer must have a computer and Internet browser that will support encryption.
- Customer will need Internet access through an Internet Service Provider (ISP).
- Customer will need a printer and/or other storage device such as a hard drive for downloading information or printing disclosures.
- Customer will be required to have an external e-mail address for the delivery of electronic notices and disclosures.

If Busey revises its hardware and Software requirements, and, if there is a material chance that the changes may impact Customer's ability to access the Services, Busey will provide Customer advance notice of these changes and provide Customer an opportunity to cancel this Addendum and/or change Customer's method of receiving electronic disclosures.

3. User Information.

In connection with Customer's use of Treasury Management Online and Mobile Banking, Busey and the Service Provider may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by Customer or from other sources in connection with the Services. Busey and the Service Provider will maintain reasonable safeguards to protect the Authorized User information from unauthorized disclosure or use, but Busey reserves the right to use and disclose the User information as reasonably necessary to deliver the Services and as otherwise permitted by law, including, without limitation, compliance with court orders or instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by Customer. Busey and the Service Provider also reserve the right to monitor the use of Treasury Management Online or Mobile Banking for purposes of verifying compliance with Applicable Law, this Addendum and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

4. Internet Security and Privacy of Information.

Busey understands how important privacy is to its customers. Busey has taken steps to ensure the security and privacy of Customer's personal and financial dealings with Busey. The Services utilize a comprehensive security strategy to protect Customer's Accounts and transactions conducted over the Internet. The Services have migrated to Transport Layer Security (TLS), a protocol that helps ensure that third parties may not eavesdrop or tamper with a message. TLS is the successor to the Secure Sockets Layer (SSL), used previously. Customer's browser automatically activates this technology when it attempts to connect to Busey's system. The Services require a browser that supports encryption. The system will warn Customer if Customer's browser does not meet this requirement.

5. Administrator and Authorized Users.

The Administrator named in the Enrollment and Maintenance Form or otherwise named for the Services will appoint Authorized Users to act on behalf of Customer in the delivery of the Services. Authorized Users may act on behalf of Customer for a particular Service in accordance with the relevant document(s) establishing the Authorized Users' responsibilities. Customer assumes any and all liability arising from the use or misuse of the Services or Accounts by Customer's Authorized Users. Customer may revoke the authority of or change the

Administrator or name a co-Administrator at any time upon prior written notice and execution of additional documentation required by Busey. Such change or revocation shall not be binding upon Busey until it has received the required written notice and has had a reasonable opportunity to act thereon.

6. Protecting Customer's Online Account(s).

Busey uses multi-level authentication to help prevent unauthorized access to Customer's Accounts. Multi-level authentication can help prevent access by someone who may have stolen Customer's login credentials.

- a. User IDs and Passwords. Busey will assign Customer a Company ID. The Commercial Online Banking Service will allow the Administrator to establish individual User IDs, passwords, and privileges for each Authorized User. Transaction history is maintained for each ID. If passwords are forgotten, the Commercial Online Banking Service will present the Authorized User the ability to reset his/her password online, he/she may do so by answering challenge questions. For additional security, the system will force password changes once every one-hundred and twenty (120) days and will provide a ten (10) day advance notice that the current password is about to expire. Busey may disable passwords of Authorized Users even without receiving notice from Customer if Busey suspects that passwords are being used in an unauthorized or fraudulent manner.
- b. One-Time Passcodes. Busey requires the use of OTPs for multi-factor authentication in connection with certain login functions and transactions, including Wire Transfers and ACH Origination. This second factor is a one-time access code generated by the Service Provider and delivered to Customer. The OTP can only be used once to provide a Treasury Management Online Banking authentication.
- c. Tokens. Tokens may be used for authorization of certain transactions. The generated code can only be used once to provide authentication. A different code will be generated by the Token each time it is used. Busey will issue a designated number of tangible Tokens to be assigned to Authorized Users. Busey will place the Token serial number on the Authorized User set-up. Customer is responsible for tracking tangible Tokens issued to Authorized Users. In particular, Customer must confirm that the Tokens are kept safe and secure, in Customer's possession or in the possession of Authorized Users at all times and that Authorized Users do not share Tokens or permit them to be copied, reverse engineered or otherwise tampered with. Further, Customer and Authorized Users may not use the Tokens for other than identifying themselves to Busey in relation to transactions, and Customer may not transmit or otherwise send the Tokens to any other unauthorized party.

If Customer suspects any impropriety on the part of an Authorized User in connection with use of a Token or if an Authorized User with a Token is leaving Customer's employment, Customer must take immediate steps to ensure that the Authorized User is prevented from further access to Accounts, including recovery, returning the Token to Busey, or reassignment of the Token issued to the relevant Authorized User in such manner as Busey designates. BUSEY WILL NOT BE LIABLE TO CUSTOMER OR THIRD PARTIES FOR ANY LOSS WHATSOEVER ARISING FROM UNAUTHORIZED USE OF TOKENS.

- d. Network Security. Customer is solely responsible for the implementation of all commercially reasonable security procedures to control access to Customer's computer systems and to protect any data files stored thereon. Such procedures include but are not limited to anti-virus, physical, logical, and network security control systems and devices. Customer should use a firewall product especially if it has a broadband Internet connection such as DSL or cable modem. Customer's computer operating system and browser should be fully patched for critical security issues. It is recommended that Customer use the most current fully patched versions of Internet browsers for accessing the Commercial Online Banking Service. Busey highly recommends that Customers utilize a separate computer system for the Services being provided in this Agreement. To help with managing virus and other malware issues, this system should not be used for e-mail or web browsing.

Busey is not responsible for any computer virus, hack, unauthorized access or related problems or other unknown hazards that originates from Customer that may be associated with using e-mail or the Internet to deliver or receive Services.

Busey and its Service Providers shall have no obligation, liability or control, either directly or indirectly, concerning Customer's selection of security systems or devices for the protection of any data files or computers used to access the Services or over Customer's development or implementation of security procedures or Customer's failure to maintain said procedures.

- e. Communications. Neither Busey nor its Service Providers will contact Customer via telephone or e-mail requesting personal information, the User ID or password. If Customer is contacted by anyone requesting this information, please contact Busey immediately. Busey or its Service Providers may also contact Customer for fraud detection and preventative purposes using any telephone number on file at Busey, and this provision constitutes Customer's authorization for such contact.

BUSEY'S TREASURY MANAGEMENT ONLINE BANKING™

Busey may add or remove certain features and/or functionality available from time to time at Busey's sole discretion. Customer may use the Services seven days a week, twenty-four hours per day, although some or all features may occasionally be unavailable due to emergencies or scheduled system maintenance.

7. Basic Services.

Basic features include a multi-device user experience for access to Account Summary, Internal Transfers, Stop Payments, Information Reporting, Resources Center, and Secure Messaging capability. Generally, requests received through Busey's Treasury Management Online Banking will be processed within one (1) Business Day.

8. Stop Payment.

The Stop Payment Service within the Busey's Treasury Management Online Banking Service is only for stopping payment on Checks that Customer has written. This feature is accessible in the "Stop Payment" menu of Busey's Treasury Management Online Banking Service and provides a means to securely place a Stop Payment request. Customer is responsible for providing complete and accurate information on the Stop Payment request. An electronic Stop Payment request is deemed to be a Written Stop Payment order and will be effective only for six (6) months pursuant to the Uniform Commercial Code, unless resubmitted within that six (6) month timeframe. Customer shall notify Busey promptly in the event Customer recovers the Check for which a Stop Payment Order is entered so that Busey may remove the order from its records. Busey is required only to monitor Customer's Account for the Check described in the Stop Payment order, but will not be liable for payment made contrary to this request if it occurs through inadvertence, accident or oversight. Busey will not be liable for costs incurred by refusing payment on any Check for which a Stop Payment order is entered by Customer. If it issues a Check to replace an earlier Check that was lost, Customer will use a new date and Check number and will not mark the subsequent Check as a "duplicate".

The Stop Payment Service within Busey's Treasury Management Online Banking Service should NOT be used to cancel transfers or Bill Pay Requests initiated by Customer. Bill Pay provides a separate function to reverse or cancel Bill Pay Requests and transfers initiated by the Customer.

9. Online Services that Require Additional Documentation.

- a. ACH Origination. The ACH Origination Service allows Authorized Users to use Busey's Treasury Management Online Banking Service or Direct Send File Transfer Service to transmit ACH batches to Busey for submission to the ACH Network. ACH originations are subject to Busey's Master Agreement and the ACH Origination Addendum.
- b. Wire Transfer Requests. The Wire Transfers Service allows Authorized Users to utilize Busey's Treasury Management Online Banking Service to send a Wire Transfer from an Account to which that Authorized User has access. Wire Transfers are subject to Busey's Master Agreement and the Wire Transfer Product Addendum.
- c. Positive Pay. If Customer enters into Busey's Positive Pay Product Addendum and complies with the Positive Pay Service procedures and instructions, Customer will be permitted to utilize Busey's Treasury Management Online Banking Service to transmit to Busey Customer's issued Check file for daily matching with Checks presented to Busey for payment.

BUSEY'S TREASURY MANAGEMENT MOBILE BANKING™

10. Mobile Services.

Busey's Treasury Management Mobile Banking Service permits Customer to perform a number of banking functions on Accounts linked to the Service through the use of a Mobile Device. Unless indicated otherwise by the context, "Linked Accounts" refers to deposit accounts and/or investment accounts with Busey or its affiliates that Customer has linked to Treasury Management Mobile.

Customer may use Treasury Management Mobile to:

- View Account information for Linked Accounts.
- View Account alerts and notifications.
- View Cut-Off Time Deadlines for Products and Services.
- Transfer funds between Linked Accounts.
- Approve ACH batch files for processing (subject to the ACH Origination Product Addendum).
- Approve Wire Transfer requests (subject to the Wire Transfer Product Addendum).
- Deposit Check Images (subject to the Mobile Remote Deposit Capture Product Addendum).
- Securely Message Busey's Treasury Management Service Support

Not all services may be available for certain Accounts or Customers.

11. Download of Mobile Application.

- a. Application. Customer will be required to download and install an application to Customer's Mobile Device (a "Mobile Application") in order to access and use Busey's Treasury Management Mobile Banking Service. It is solely Customer's responsibility to download and install a Mobile Application that is identified on Busey's website in order to access Busey's Treasury Management Mobile Banking Service through Customer's Mobile Device and telecommunications carrier. Busey has no responsibility to notify Customer of any changes to or new releases for any required Mobile Application, and Busey has no liability for any claims or damages arising from or relating to Customer's failure to download and install any required Mobile Application, either initially or in connection with any upgrade to Treasury Management Mobile. Customer agrees that any Mobile Application is licensed, not sold, solely for Customer's use in accessing Busey's Treasury Management Mobile Banking Service. Any Mobile Application is licensed to Customer "AS IS" without any warranty. BUSEY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. Customer releases Busey, its Service Providers, affiliates and all other parties from all claims and damages that may arise from or relate to Customer's use of any Mobile Application. Customer agrees not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Application, and Customer may not redistribute any Mobile Application.
- b. Virus Protection. Mobile Devices with Internet capabilities are susceptible to viruses. Customer is responsible for ensuring that Customer's Mobile Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components that could result in damage to programs, files, and/or Customer's phone or could result in information being intercepted by a third party. Busey will not be responsible if any non-public personal information is accessed via Busey's Treasury Management Mobile Banking Service due to any virus residing or being contracted by Customer's Mobile Device at any time or from any source.

12. Treasury Management Mobile Functions.

- a. Internal Account Transfers. One-time immediate internal transfers may be made from a Linked Account that is a checking, savings, or money market to another Linked Account if the request is submitted by the Business day Cut-off Time.
- b. Transfers from Money Market Deposit Accounts. Federal regulations impose limits on the number of certain types of withdrawals and transfers Customer can make each month from a savings and money market deposit Account. Customer can make no more than a total of six (6) automatic or preauthorized transfers, telephone transfers, Internet banking transfers or mobile banking transfers or payments from a savings or money market deposit Account each monthly statement cycle (each month for savings Accounts with a quarterly statement cycle). If Customer exceeds these limits on more than an occasional basis, Busey may convert Customer's Account to another type of Account.

Each transfer through the Service from Customer's savings or money market deposit Account is counted as one of the six (6) limited transfers Customer is permitted each statement period.

- c. ACH and Wire Approvals. Busey will not process Customer's ACH files or, if so designated by Customer, Wire Transfer requests, without approval by an Authorized User. If Customer submits an approval via Treasury Management Mobile, the approval may be impacted by the Mobile Device connection or other telecommunications disruptions. Customer should check for a confirmation of Busey's receipt of the ACH or Wire approval to assure that the Request is being processed. Busey is not responsible or liable for Mobile Device connectivity issues or telecommunication service disruptions.

13. Transaction Authorization and Sufficient Available Funds.

Customer authorizes Busey to withdraw, debit or charge the necessary funds from Customer's designated Account in order to complete all of Customer's designated transfers. Customer will instruct Busey to make a withdrawal only when a sufficient balance is or will be available in Customer's Accounts at the time of the withdrawal. The completion of a transfer is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer are not available, Busey may either (i) complete the transaction and overdraw the Account or (ii) refuse to complete the transaction. In either case, Busey may charge a non-sufficient funds (NSF), returned Item, overdraft, or similar fee. The Account Agreement provides details on Busey's treatment of overdrafts.

Busey is under no obligation to inform Customer if it does not complete a transaction because there are non-sufficient funds or credit in Customer's Account to process the transaction. In this case, Customer is responsible

for making alternate arrangements or rescheduling the transaction.

14. Canceling Transfers.

Customer cannot cancel a one-time immediate transfer after it has been submitted in Busey's Treasury Management Mobile Banking Service and the information has been transmitted to Busey. Customer's should immediately contact Busey's Treasury Management Service Support Team via telephone at (800) 749-7844 for information on available remedies should a transaction be made in error.

15. Security Procedures.

Customer must follow the Security Procedures for Busey's Treasury Management Online Banking Service as described above in order to effect transactions using the Service.

16. Additional Charges.

Depending on how Customer accesses Busey's Treasury Management Mobile Banking Service, Customer may incur the following additional charges: (i) Normal Account fees and service charges; (ii) any Internet service provider fees; (iii) transactions made through the Service from a savings or money market Account may result in an excess transaction fee - the Account Agreement provides details; (iv) an NSF-fee, returned Item, overdraft or similar fee may also apply if Customer's Available Balance is not sufficient to process the transaction; and (v) Busey may charge Customer a research fee for an inquiry about a transaction.

17. Limitations on Use of Treasury Management Mobile.

The information provided to Customer through Treasury Management Mobile may become quickly outdated. Because Busey's Treasury Management Mobile Banking Service is accessible only through Customer's Mobile Device, Customer's access to Busey's Treasury Management Mobile Banking Service may be limited by the service provided by Customer's telecommunications carrier. Neither Busey nor any of Service Provider or affiliates guarantees: (i) either the delivery or the accuracy of any information requested or provided through Busey's Treasury Management Mobile Banking Service; or (ii) that Customer will have continuous or uninterrupted access to Busey's Treasury Management Mobile Banking Service. Busey is not responsible for any delay, failure or error in the transmission or content of information provided through Treasury Management Mobile. Neither Busey nor any of our Service Providers and Affiliates will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through Busey's Treasury Management Mobile Banking Service, from any inaccurate information provided through Busey's Treasury Management Mobile Banking Service, from Customer's use of or reliance on any information provided through Busey's Treasury Management Mobile Banking Service, or from Customer's inability to access Treasury Management Mobile.

18. Mobile Banking Limitations.

It is important that Customer understand the limitations of the Busey's Treasury Management Mobile Banking Service, including but not limited to the following:

- a. The balance of the Accounts may change at any time as Busey processes Items and fees against them, and the information provided to Customer through the Mobile Services may become quickly outdated. Financial information obtained through the Mobile Services (including, without limitation, any text message alerts) reflects the most recent Account information available through the Mobile Services and may not be accurate or current. Customer agrees that neither Busey nor Busey's Service Providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
- b. Because Busey's Treasury Management Mobile Services are accessible only through Customer's Mobile Device, Customer's access to the Mobile Services may be limited by the service provided by Customer's telecommunications carrier.
- c. There may be technical or other difficulties related to the Mobile Services. These difficulties may result in loss of data, personalized settings or other the Mobile Services interruptions. Busey does not assume any responsibility for the timeliness, deletion, or mis delivery of any user data, failure to store user data, communications or personalized settings in connection with Customer's use of a Mobile Service; nor for the delivery or the accuracy of any information requested or provided through a Mobile Service.

Busey reserves the right to block access or delete Busey's Treasury Management Mobile Banking Service software from Customer's Mobile Device if Busey or Busey's Service Provider has reason to believe Customer is misusing a Mobile Service or otherwise not complying with this Addendum or has reason to suspect Customer's Mobile Device has been infected with malicious software or virus.

19. Restrictions on Use.

- a. Customer will not use Busey's Treasury Management Mobile Banking Services in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only use it in compliance with all

Applicable Law, as well as, for this purpose, all applicable state, federal, and international Internet, data, telecommunications, telemarketing, spam, and import/export laws and regulations, including the U.S. Export Administration Regulations.

- b. Without limiting the foregoing, Customer will not use Busey's Treasury Management Mobile Banking Services to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Customer does not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its Customers or subscribers; (iii) material or data that is illegal, or material or data, as Busey determines (in Busey's sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm Busey's or Busey's Service Provider's reputation; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations, hatred towards a designated sector of society), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (G) any material that would expose Busey or any of Busey's affiliates or Busey's Service Provider, or any other third party, to liability; or (H) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of the Service Provider and its Affiliates, or any other third party.

PART C: PRODUCT ADDENDA

The following Product Addenda apply when Customer completes the appropriate Enrollment and Maintenance Form for the Service(s) described below (which are accepted by Busey) or when Customer otherwise uses a Service. The Product Addendum for each Service shall apply only to the described Service and shall not be applicable to Services not used by Customer.

ELECTRONIC PAYMENTS

ACH ORIGINATION PRODUCT ADDENDUM

1. Scope of Service.

This Product Addendum sets forth the terms and conditions under which Customer uses Busey's ACH Origination Service to initiate Credit and/or Debit Entries and under which Busey will act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries.

2. Definitions.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Master Agreement or the NACHA Operating Rules. The term "Entries" shall have the meaning provided in the Master Agreement and shall also mean the data received from Customer hereunder from which Busey prepares Entries.

3. Transmittal of Entries by Customer.

- a. Customer shall transmit Credit/Debit Entries to Busey through Busey's Treasury Management Online Banking or Direct Send File Transfer Service, in compliance with all formatting, security and other requirements as are established and/or amended by Busey from time to time. In order for Customer to meet Busey's official Cut-Off Time, the ACH transaction must be transmitted by the time indicated on the schedule located within Busey's Treasury Management Online Banking website, Busey's Treasury Management Mobile Banking Service or Busey's website (www.Busey.com), *except for Same Day Entries*, one (1) Business Day prior to the effective date. The total dollar amount of the transaction will be debited from or credited to the Customer's Account as defined in the Effective Date of the transmittal. The total dollar amount of Credit/Debit Entries transmitted by Customer to Busey on any one day shall not exceed the Daily ACH Company Limit initially established for Customer in the Enrollment and Maintenance Form. Busey may change such amount and set other exposure limits from time to time in its discretion with notice to Customer.
- b. Busey allows Customers to originate Prearranged Payments and Deposits (PPD), Corporate Credits and

Debits (CCD), Corporate Trade Exchange (CTX), and Tax Payment (TXP) Standard Entry Class (SEC) Codes and will notify Customer if it adds additional Entry types. If Customer seeks to originate Internet Initiated Entry (WEB) or Telephone Initiated Entry (TEL) Standard Entry Class Codes through Treasury Management, additional terms and conditions must be met with Busey.

- c. In submitting any Entry, Customer is responsible for providing all information required by Busey. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Busey is authentic, accurate and conforms to the NACHA Operating Rules. The Service is only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Busey. Busey bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry, which is inaccurate, incomplete or otherwise incorrect.

4. Debit Entries for Consumer Accounts.

- a. If the amount of a Debit Entry initiated by Customer for processing to a Receiver's Consumer Account (as defined in the NACHA Operating Rules) with respect to a particular transaction differs from either that of the next or previous Debit Entry relating to the same authorization, or from the preauthorized amount, Customer shall, at least ten (10) calendar days before such Debit Entry is scheduled to be initiated, send the Receiver written notification of the amount of such Debit Entry and the date on or after which it is scheduled to be initiated. If Customer informs a Receiver of the right to such notification, the Receiver may elect to receive notice only when a Debit Entry does not fall within a specified range of amounts, or, alternatively, only when a Debit Entry differs from the most recent Debit Entry by more than an agreed upon amount.
- b. Where a Receiver has authorized Customer to initiate Debit Entries to the Receiver's Consumer Account and Customer changes the date on or after which Debit Entries are scheduled to be initiated, Customer shall notify Receiver of the change at least seven (7) Calendar Days before the first Debit Entry effected by such change is scheduled to be initiated.
- c. Busey reserves the right to charge Customer the amount of any service fees it is charged by an RDFI for Unauthorized Debit Entries to a Consumer Account originated by Customer.

5. Security Procedures.

- a. Entries transmitted via Busey's Treasury Management Online Banking Service must comply with the Security Procedures described, and agreed to, in the Treasury Management Online Banking Addendum with respect to Entries transmitted by Customer to Busey, including the use of OTPs (One-Time Passwords) and Tokens for certain transactions. Customer acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No Security Procedure for the detection of any such error has been agreed upon by Busey and Customer.
- b. If an Entry (or a request for cancellation or amendment of an Entry) received by Busey purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Busey the amount of such Entry even though the Entry (or request) was not authorized by Customer, provided Busey accepted the Entry in good faith and acted in compliance with the Security Procedures with respect to such Entry.

6. Processing, Transmittal and Settlement by Busey.

- a. Except as provided in Section 7, On-Us Entries, and Section 8, Rejection of Entries, Busey shall (i) process Entries received from Customer that conform with the file specifications set forth in the NACHA Operating Rules; (ii) transmit such Entries as an ODFI to the ACH Operator; and (iii) settle for such Entries as provided in the NACHA Operating Rules.
- b. Busey shall transmit such Entries to the ACH Operator prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Busey's related Cut-Off Time on a Business Day; (ii) except for Same Day Entries, the Effective Entry Date is at least one day prior to Effective Entry Date; and (iii) the ACH Operator is open for business on such Business Day. Entries shall be deemed received by Busey by Electronic Transmission, when the transmission and compliance with any related Security Procedure provided for herein is completed.
- c. If any of the requirements of clause (i), (ii) or (iii) of Subsection 6b. is not met, Busey shall use reasonable efforts to transmit such Entries to the ACH Operator by the next ACH deadline which is a Business Day and a day on which the ACH Operator is open for business.

7. On-Us ACH Entries.

Except as provided in Section 8, Rejection of Entries, in the case of an Entry received for Credit/Debit to an account maintained with Busey (an "On-Us Entry"), Busey shall Credit/Debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Subsection 6b. are met. If either of those requirements is not met, Busey shall use reasonable efforts to Credit/Debit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

8. Rejection of Entries.

Entries may be rejected by Busey, the ACH Operator, or the Federal Reserve for reasons specified in the NACHA Operating Rules. Busey may reject any Entry that does not comply with the requirements of Section 3, Transmittal of Entries by Customer, or Section 5, Security Procedures. Busey may reject any Entry if Customer has failed to comply with its Account balance obligations under Section 15, The Account. Busey will notify Customer by phone, Electronic Transmission, or in writing of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Busey to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Busey shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. Customer may re-initiate any rejected Entry if it fixes the cause of the rejection.

9. Cancellation or Amendment by Customer.

Customer shall have no right to cancel or amend any Entry after its receipt by Busey. However, an Authorized User may contact Busey in writing, fax or by e-mail with the details required for cancellation. If such request complies with the Security Procedures for the cancellation of Entries, Busey shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting/debiting a Receiver's account, but shall have no liability if such cancellation is not effected. Customer shall reimburse Busey for any expenses, losses or damages Busey may incur in effecting or attempting to effect Customer's request for the cancellation of an Entry.

10. Returned Entries and Re-Initiation.

- a. Busey shall notify Customer, by secure e-mail or fax, or such other means as Busey deems appropriate, of the receipt of a returned Entry from the ACH Operator, no later than one Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 3, Transmittal of Entries by Customer, Busey shall have no obligation to reinitiate a returned Entry to the ACH Operator if Busey complied with the terms of this Product Addendum with respect to the original Entry. Customer shall be responsible for remaking and resubmitting any Debit Entries that may be returned as a separate batch in accordance with the NACHA Operating Rules. Busey may debit the Account for all funds that Customer has received for Entries that are subsequently returned.
- b. Customer's rights to reinitiate a returned Entry through Treasury Management Online or Mobile is limited: (i) where Customer requests, and Busey is capable, Customer may reinitiate Debit Entries returned due to insufficient or uncollected funds, but not more than two times following the return; (ii) Customer may also reinitiate an Entry when corrective action has been taken to remedy the reason for the return; (iii) neither Customer nor Busey shall knowingly resubmit Debit Entries returned due to stop payment unless re-initiation has been separately authorized by the Receiver after the Entry was returned; and (iv) Customer may not reinitiate Entries returned as unauthorized or returns due to revocation or termination of an authorization. Entries must in all events be reinitiated no later than 180 days of the Effective Date of the original Entry.
- c. Busey will monitor the return rates of Customer's Entries and will require, within ten (10) Business Days of request, a detailed plan from Customer to reduce return rates considered excessive under the NACHA Operating Rules or Busey may terminate this Agreement. Busey may charge Customer any fines or fees assessed against it by NACHA, an RDFI, or the Federal Reserve for returned Entries.
- d. Busey may dishonor a returned Entry to the RDFI if the returned Entry was untimely, contained incorrect information, was misrouted, was a duplicate, or, resulted in an unintended credit to a Receiver related to the reversal process. Busey will transmit any dishonored return Entry within five (5) Business Days of the Settlement Date of the return.

11. Reversals.

Customer or Busey may initiate Reversing Entries as permitted by the NACHA Operating Rules in the event that previously originated data is erroneous or duplicated. In so doing, Customer warrants that it has initiated Reversing Entries or files within five (5) Business Days of the original Entry or Entries and within twenty-four (24) hours of discovery of the error. Customer also warrants that the account holder of a Reversing Entry has been notified of the reversal, and the reason for the reversal, no later than the Settlement Day of the reversal.

For both Reversing Entries and files, Customer shall indemnify all parties to the transactions(s) from and against any claim, demand, loss, liability or expense.

12. Notifications of Change.

Busey shall provide Customer all information, as required by the NACHA Operating Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Busey relating to Entries transmitted by Customer. Busey must provide such information to Customer within two (2) Business Days of the Effective Entry Date of each NOC or Corrected NOC Entry. Customer agrees to make the necessary changes specified in such NOC prior to the next transmission or within six (6) Business Days, whichever is later. Busey may refuse an NOC containing incorrect or incomplete information.

13. Prenotification Entries.

Customer should send prenotification that Customer intends to initiate an Entry to a particular account in accordance with the procedures set forth in the NACHA Operating Rules or as established by Busey. If Customer does not do so, Customer is responsible for any inaccuracy in its Entries. Customer may initiate live dollar Entries at least three (3) Business Days following the Effective Entry Date of the prenotification as long as there is not a return or NOC related to the prenotification received by Busey. If the prenotification is returned, Customer must research the reason for return and make any necessary corrections before transmitting, if permitted, another Entry. If the prenotification results in an NOC that Busey receives by the opening of business on the second Business Day following such Effective Entry Date, Customer must make the required changes prior to a subsequent Entry to the Receiver's account. If the NOC is received after that time, Customer must make required changes within six (6) Business Days or prior to an Entry, whichever is later.

14. Payment for Entries.

- a. Customer shall pay Busey the amount of each Entry transmitted by Busey pursuant to this Product Addendum, and the amount of each On-Us Entry, at such time on the Effective Entry Date of such Entry, as Busey, in its discretion, may determine. Busey reserves the right from time to time and on written notice to Customer to require Customer to pay Busey in collected funds the amount of any Entry up to three (3) Business Days in advance of transmittal of the Entry by Busey or otherwise to require adequate collateral to secure in advance the amount of such payment. Once Busey has given written notice of such requirement, Customer agrees to comply with this prepayment or collateralization obligation until such time as Busey shall give notice in writing waiving all or any part of such requirement.
- b. Busey shall pay Customer the amount of each Debit Entry transmitted by Busey pursuant to this Product Addendum at such time on the Settlement Date with respect to such Debit Entry as Busey, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date with respect to such Entry as the Busey, in its discretion, may determine.
- c. Busey reserves the right to require ACH Entries to be pre-funded before transmittal. If Busey has notified Customer that Customer has a pre-funding obligation for its Entries, it will be effective until further written notice. Customer and Busey agree to the following:
 - (i) Customer is required to pay Busey in collected funds the amount of ACH Entries being submitted for processing. Busey will place a hold on the funds the day the Entries are to be processed and the hold will remain on the funds until the Effective Entry Date for the Entries. The hold will typically be for two (2) days. In the event that the hold causes other transactions to be NSF the customer will be liable for all fees associated with the NSF item(s).
 - (ii) Customer may pre-fund Entries via wire transfer, ACH deposit or cash deposit made on the day the Entry file is submitted for processing. Check Deposits are subject to Busey's funds availability policy and, if done on the day the Entries are processed, will not count towards the collected funds requirement.

15. The Account.

- a. Busey may, without prior notice or demand, obtain payment of any amount due and payable to it under this Product Addendum by debiting Customer's Account(s) and shall credit the Account(s) for any amount received by Busey by reason of the return of an Entry transmitted by Busey for which Busey has previously received payment from Customer. Such Credit shall be made as of the day of such receipt by Busey. Customer shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Product Addendum. In the event there are not sufficient available funds in the Account to cover Customer's obligations under this Product Addendum, Busey may exercise its rights under the Master Agreement.
- b. Entries transmitted by Busey or credited to a Receiver's account maintained with Busey will be reflected on Customer's Periodic Statement issued by Busey with respect to the Account pursuant to the Account

Agreement between Busey and Customer.

- c. Customer may from time to time originate Entries on behalf of Customers that are not processed against a Busey account. If any of these transactions, either Debit or Credit, are returned to Busey for any reason, Busey is hereby authorized to charge those transactions to Customer's Account.

16. Customer Representations, Warranties and Covenants; Indemnity.

Customer represents, warrants and covenants to Busey and agrees that:

- a. Each person shown as the Receiver on any Entry received by Busey from Customer has authorized in writing and in advance the initiation of such Entry with respect to the Receiver's account in the amount and on the Effective Date shown on such Entry.
- b. Each authorization will be valid and effective at the time of transmittal or crediting by Busey as provided herein.
- c. Customer shall ensure that the origination of ACH transactions complies with the laws of the United States. This includes but is not limited to sanctions enforced by OFAC. It shall further be the responsibility of Customer to obtain information regarding such OFAC enforced sanctions. Customer shall not originate ACH transactions to or act on behalf of a blocked party. Customer realizes Busey holding an account or otherwise acting on behalf of a blocked party is responsible for freezing the proceeds of ACH transactions involving the party and reporting them to OFAC.
- d. Customer shall comply with all Applicable Laws and the NACHA Operating Rules in effect from time to time, including without limitation, the provision for making payment of a Credit Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, and Customer specifically acknowledges that it has received notice of the relevant Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.
- e. If a Receiver alleges an error under the Electronic Fund Transfer Act, Regulation E of the Bureau of Consumer Financial Protection or any other Applicable Law with regard to a Debit Entry, including a claim that the Debit Entry was unauthorized, Customer shall promptly investigate the claim of error and shall, upon Busey's request, provide Busey with copies of all documentation relating to such error to allow for appropriate adjustments to the Receiver's account, if any are required.
- f. All of Customer's warranties and representations shall be in full force and effect at the time of receipt and transmittal by Busey of each Entry.

Customer shall indemnify Busey against any loss, liability or expense, including reasonable attorneys' fees, litigation cost, and expenses, resulting from or arising out of any breach of any of the foregoing.

17. Busey Responsibilities and Liability.

In the performance of the Service required by this Product Addendum, Busey shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Product Addendum and shall not be responsible for the accuracy or completeness thereof. Busey shall be responsible only for performing the services expressly provided for in this Product Addendum. Busey shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Bank, ACH or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Busey's agent.

18. Violation of NACHA Operating Rules.

In the event Customer violates any of the applicable NACHA Operating Rules and NACHA imposes a fine on Busey because of Customer's violation, Busey may in return charge the fine to Customer.

19. Evidence of Authorization and Data Retention.

- a. Customer shall retain data on file that is adequate to permit remaking of Entries for fourteen (14) Business Days following the date of their transmittal by Busey as provided herein and shall provide such data to Busey within five (5) Business Days of Busey's request.
- b. The NACHA Operating Rules require Customer to obtain authorizations in proper form from all Receivers, consumer and corporate, and Customer shall retain such consents and authorizations for two (2) Years after they expire. Customer must provide a copy of the authorization to Consumer Receivers for Debit Entries to be initiated and Customer must respond to Busey within five (5) Business Days of a request for evidence of an authorization.

- c. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the NACHA Operating Rules regarding the retention of documents, including, without limitation, Customer's responsibilities to retain all items, source documents or any record.

20. Electronic Media and Other Records.

All magnetic media, Entries, Security Procedures and related records used by Busey for transactions contemplated by this Product Addendum shall be and remain Busey's property. Busey may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Busey in making such information available to Customer shall be paid by Customer.

21. Customer's Use of Third-Party Processor.

Customer shall not engage a third-party processor ("Processor") to generate and/or transmit Entries to Busey without the prior written consent of Busey and without requiring such third party to first enter into a written agreement with Busey setting out the relationship, rights and duties between such processor and Busey. Customer agrees any such Processor shall be Customer's agent for all purposes under this Product Addendum, including the right of Busey to give notices to such Processor, receive directions as created by Busey from such Processor, all on behalf of Customer, and that Busey may audit the Processor. Customer shall indemnify Busey against a loss, liability or expense, including reasonable attorney's fees, with regard to any breach of this Product Addendum that may result from the actions of any such Processor.

22. Cooperation in Loss Recovery Efforts.

In the event of any damages for which Busey or Customer may be liable to each other or to a third party pursuant to the Service provided under this Product Addendum, Busey and Customer will undertake reasonable efforts to cooperate with each other, as permitted by Applicable Law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

23. Encryption and ACH Security Framework.

- a. Customer shall, with respect to information transmitted or exchanged between Customer and Busey and with any Processor using an unsecured electronic network, both prior to the key entry and through transmission of any such information (i) encrypt the information or (ii) transmit or receive the information via a secure session, in either case using a commercially reasonable security technology that complies with applicable regulatory requirements. Customer shall implement advancements to such encryption technology as they become available.
- b. Customer will comply with the NACHA ACH Security Framework and will establish, implement, and update, as appropriate, policies, procedures, and systems with respect to the initiation, processing, and storage of Entries that are designed to: (i) protect the confidentiality and integrity of Protected Information until its destruction; (ii) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and (iii) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person. "Protected Information" for this purpose means the non-public personal information, including financial information, of a natural person or company used to create, or contained within, an Entry and any related addenda record. Customer must also protect Depository Institution account numbers by rendering them unreadable when stored electronically no later than the time it reaches the Entry thresholds established by NACHA.

24. Suspension and Termination.

Busey may suspend the Service or terminate this Product Addendum at any time that it suspects Customer violated the NACHA Operating Rules. Busey's rights to otherwise cancel the Service and terminate this Product Addendum are set forth in the Master Agreement. Customer will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service prior to termination.

25. Provisional Nature of Credit Entries

For a non-consumer Credit Entry subject to UCC Article 4A, Customer understands: (i) the Entry may be transmitted through the ACH system; (ii) the rights and obligations of the Originator concerning the Entry are governed by and construed in accordance with the laws of the State of New York, unless the Originator and the ODFI have agreed that the laws of another jurisdiction govern their rights and obligations; (iii) credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of UCC Article 4A; and (iv) if the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.

26. Third-Party Sender.

- a. **Scope of Responsibility.** If Customer is transmitting Entries as a third-party vendor or processor on behalf of Originators ("Third-Party Sender"), Customer agrees to be bound by the applicable terms provided above for the ACH Origination Service and the NACHA Operating Rules. Customer warrants to Busey that ACH Entries shall not be initiated in violation of laws of the United States. As Third-Party Sender, Customer agrees to indemnify, defend and hold Busey harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Originator to perform its obligations as an Originator under NACHA Operating Rules. Customer further agrees to assume all applicable responsibilities, warranties and liabilities of the ODFI, as specified in the NACHA Operating Rules.
- b. **Registration of Third-Party Sender.** Customer understands that Busey must register it as a Third-Party Sender with NACHA and will cooperate in that process. Furthermore, Customer will provide Busey with the names and pertinent information required by Busey with respect to any Third-Party Sender for which it transmits Entries through Busey (a "nested" Third-Party Sender), before transmitting any such Entries, for the purpose of Busey's due diligence and registration of the nested Third-Party Sender with NACHA.
- c. **Requirements as to Originators.**
 - (i) Prior to executing an ACH Origination Agreement with an Originator, Third-Party Sender shall have conducted an investigation, including physical inspection of the Originator's premises, and shall have verified through such investigation that the Originator conducts a legal bona fide business operation and has the proper facilities, equipment, and inventory, and, where necessary, licenses and permits to do business. At the request of Busey, Customer will provide photographs taken of the Originator's premises, inventory, or product, and/or a Credit Bureau Report on owners, partners, officers, and principals of the business.
 - (ii) Customer shall have entered into an ACH Origination Agreement with each Originator that satisfies all of the requirements of the NACHA Operating Rules, including: (A) the audit rights of Busey as to each Originator's compliance with the origination agreement and the NACHA Operating Rules; (B) the Originator's responsibility for the retention and delivery of records, documentation and data; and (C) the Originator's responsibility to make payment to Busey for Credit Entries and returned Debit Entries to the extent Customer does not pay Busey. Customer will be responsible for verifying the proper authorization and execution of all such agreements, which must be executed by authorized signatories of Originators who are executive officers, general partners, principals, proprietors, or owners, as appropriate, for their respective forms of business organization.
 - (iii) Customer shall provide Busey with the following information pertaining to each Originator for which it initiates entries: (A) name and any doing business assumed name(s); (B) principal business activity; (C) geographic location and street address; (D) telephone number; (E) employer identification number; (F) name and telephone number of the principal; (vii) website address; (G) date of the ACH Origination Agreement; and (H) a summary of Customer's due diligence. Busey shall have the right, in its sole discretion, to refuse to accept Entries from any such Originators. Customer shall, following periodic requests from Busey, provide to Busey a list of all Originators on whose behalf Customer initiates Entries hereunder within two (2) Business Days of Busey's request.
 - (iv) At all times, Customer shall be responsible for supervising and overseeing each Originator's performance under the applicable ACH agreement and shall be responsible for their respective compliance with NACHA Operating Rules. Busey shall have full recourse against Customer for one hundred percent (100%) of any loss or liability due directly or indirectly, whether in whole or in part, to negligence, willful or wanton misconduct, or fraudulent act of Originator/nested Third-Party Senders under the Customer ACH Origination Agreement.
- d. **Requirements as to Nested Third-Party Senders.** If Customer transmits Entries for any nested Third-Party Sender, Customer must have a NACHA compliant agreement with the nested Third-Party Sender that includes the requirements of this Product Addendum as if the nested Third-Party Sender were Customer and Customer were Busey. Such agreement also shall include the warranties with Busey as an express beneficiary and the indemnification of Busey as provided above. Further, Customer must provide the list of such nested Third-Party Sender's Originators with the information set forth in clause c.(iii). above before transmitting Entries for the nested Third-Party Sender and provide to Busey any information considered to be reasonably necessary to identify each Originator on whose behalf the nested Third-Party Sender initiates Entries within two (2) Business Days of Busey's request. Busey reserves the right to conduct periodic due diligence of each such nested Third-Party Sender and its

Originators in its discretion as long as the relationship continues.

- e. Encryption and ACH Security Framework. Customer shall, with respect to information transmitted or exchanged between Customer and Busey and with its Originators using an unsecured electronic network, both prior to the key entry and through transmission of any such information (i) encrypt the information or (ii) transmit or receive the information via a secure session, in either case using a commercially reasonable security technology that complies with applicable regulatory requirements. Customer shall implement advancements to such encryption technology as they become available. Customer will comply with the NACHA ACH Security Framework and will establish, implement, and update, as appropriate, policies, procedures, and systems with respect to the initiation, processing, and storage of Entries that are designed to: (i) protect the confidentiality and integrity of Protected Information until its destruction; (ii) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and (iii) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person. "Protected Information" for this purpose means the non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and any related addenda record. Customer must also protect Depository Institution account numbers by rendering them unreadable when stored electronically no later than the time it reaches the Entry thresholds established by NACHA.
- f. Audit. Customer must conduct an annual ACH audit (internal or external) as to data security and as to compliance with the NACHA Operating Rules and maintain the results for review by Busey for not less than six (6) years. Busey reserves the right to require external audits or audits of related information in its discretion based on its underwriting of Customer's business. In addition to the rights to audit set forth in the Treasury Management Master Agreement, Customer will permit annual audits by Busey or its auditors of Customer's compliance with the NACHA Operating Rules and will submit to Busey the results of Customer's ACH audit of such compliance in such form as required by Busey, no later than the last Business Day of November each year.

BILL PAY PRODUCT ADDENDUM

27. Definitions.

In this Section, the following terms have the meanings provided:

"Bill Pay Request" means a payment request in a form designated by Busey, whether on paper or electronically, for Busey to make a payment on Customer's behalf to a third party.

"Bill Pay Service" refers to Customer's ability to pay bills using the Bill Pay Service.

"Bill Pay Service Provider" refers to the Service Provider of Busey's Bill Pay Service.

"Payee" means the person or entity to which Customer wishes a bill payment to be directed or the person, company or organization from which Customer receives electronic bills as the case may be.

"Payment Date" means the date on which Customer has requested that Busey make a scheduled payment. This is the date on which the amount of an electronic payment will be withdrawn from Customer's Account. If the payment is made by a physical check, the funds will be withdrawn when the Check is presented and paid. It is Customer's responsibility to schedule this date sufficiently in advance of the date the payment is due to be received by the payee to assure timely payment.

28. Pay Bill Pay Requirements.

The following requirements apply to all Bill Pay Requests initiated by the Customer:

- a. Make each Bill Pay Request for an amount not to exceed the established transaction or daily maximum limit. Higher limits may be requested through Customer's Account Officer or Treasury Management Service Support. Busey reserves the right to review and accept or reject such a request at its sole discretion.
- b. Provide complete information about the Payee to allow Busey to properly direct a payment to the Payee. Customer must also properly identify itself and the Account from which such payment is to be made. Customer will schedule all Bill Pay Requests by providing the required information through the Treasury Management Online Service. The Payee must have a valid address within the United States to which the payment is directed. Payments to Payees outside the United States are prohibited and will not be issued under any circumstances.
- c. Set each Payment Date at least two (2) Business Days in advance of the date on which Customer's payment is due, without regard to whether the payment is made electronically or by Check. Bill Pay Requests may be specified for any Business Day. Any Bill Pay Request specifying a Payment Date which

falls on a day other than a Business Day will be scheduled by Busey to be made on the following Business Day.

- d. Have sufficient funds in the designated Account for the Bill Pay request at the time of withdrawal. Withdrawal of the amount specified in each Bill Pay Request will be made from Customer's designated Account on the due date of the Bill Pay Request if the payment is sent electronically and on the date the check is presented for payment if a physical check is issued.

Payments made through the Bill Pay Service are processed either electronically or by check. By using the Bill Pay Service, Customer authorizes Busey, and any third-party Service Provider Busey may use, to choose whatever payment method Busey determines is the most effective method to process the transaction.

29. Additional Terms of Bill Pay.

- a. Modifications and Stop Payment Requests. Customer may modify or stop any Bill Pay Request online prior to the withdrawal of the payment amount on the Payment Date provided Busey has a reasonable amount of time to effect such change. Customer acknowledges that once the payment amount has been withdrawn from Customer's Account the Bill Pay Request cannot be modified or stopped.
- b. Customer Liability. Customer is responsible for prompt and timely payment of Customer's bills. This Section does not alter any Customer liability or obligation that currently exists between Customer and its Payees. Customer agrees that the methods of forwarding payments by either mail or electronic transfer are reasonable. Busey will not be liable for any late payment charges or other charges on Customer's Account due to any delayed or lost payments and shall not be liable for any losses due to causes beyond Busey's control. Customer must not permit any other party to use its Account, to have access to its funds, or to make Bill Pay Requests. Customer is responsible for all bill payments authorized or made from its Account, including inadvertent, unintentional or mistaken payments. Customer is also responsible for any costs to Customer related to the use of, or access to, Customer's Accounts by a third party.
- c. Insufficient Funds. Busey may refuse to make any requested payment in the event there are insufficient funds in the designated Account, or Busey may, in its discretion, attempt to make the payment one additional time following the Payment Date. If it has not already done so, Busey will then cancel the scheduled payment if sufficient funds are not available in Customer's Account at the time of the second attempt to make the requested payment. Busey may charge an insufficient funds fee (NSF) any time a Bill Pay Request is made, and sufficient funds are not available in Customer's Account at the time withdrawal of funds for the scheduled payment is to be made.
- d. Busey Liability. It is Busey's responsibility to process all Bill Pay Requests properly initiated through the Treasury Management Online Banking Service in accordance with this Section. However, Busey shall incur no liability and any Bill Pay service guarantee shall be void if Busey is unable to complete any transaction initiated by Customer because of the existence of any one or more of the following circumstances:
 - Through no fault of Busey, Customer's designated Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of Customer's overdraft protection (if applicable);
 - The Busey Treasury Management Online Banking Service and/or Bill Pay Service is not working properly and Customer knew of or had been advised by Busey and/or its Service Providers about the malfunction before Customer executed the transaction;
 - Customer has not provided Busey with the correct Bill Pay account information, or the correct name, address, phone number or account information for the Payee;
 - Customer's designated Account(s) is/are closed;
 - Customer's computer, software or telecommunications lines were not working properly, and this problem should have been apparent to Customer when Customer attempted a Bill Pay Request;
 - It can be shown that the Payee received the bill payment within the normal delivery timeframe and failed to process the payment through no fault of Busey;
 - The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process Busey believes prevents the withdrawal;
 - Busey has reason to believe that a Bill Pay Request may not be authorized by Customer or any third party whose authorization Busey believes is necessary; and/or
 - Circumstances beyond Busey's control (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction and Busey has taken reasonable precautions to avoid these circumstances.

Provided none of the foregoing exceptions are applicable, if Busey causes an incorrect amount of funds to be removed from any of Customer's Account(s), or causes funds from Customer's Account(s) to be directed to a Payee, which does not comply with Customer's Bill Pay Request, Busey and/or its Service Provider shall be responsible for returning the improperly transferred funds to Customer's Account, and for directing to the proper Payee any previously misdirected transactions.

SAME DAY ACH ORIGINATION PRODUCT ADDENDUM

30. Scope of Services.

Notwithstanding the timing requirements of the ACH Origination Addendum, Busey may permit Customer to originate Same Day ACH Credit and Debit Entries.

- a. Entries may be initiated with prior Enrollment of the Same Day ACH Service or as a One-Time ACH Origination, subject to fees disclosed by Busey, if the amount is less than the required Same Day ACH per item limit as determined by the NACHA Operating Rules and the format requirements are met. Customer will also pay any fee charged by the RDFI.
- b. Busey will permit Customer to originate Same Day Entries under the NACHA Operating Rules for Credit Entries as long as the format requirements are met and Busey receives the Entries by its Same Day Entry Cut-Off Time. The total dollar amount of the transaction, including the Same Day Entry Fee, will be debited from the Customer's Account as defined in the ACH Origination Product Addendum on each Settlement Date.

WIRE TRANSFER PRODUCT ADDENDUM

31. Scope of Services.

Customer authorizes Busey to execute Wire Transfers from any Accounts designated in the Enrollment and Maintenance Form. Busey, subject to the Security Procedures provided herein, will execute Wire Transfers, domestically, internationally and in foreign currency, in accordance with Requests received from Customer that are made in compliance with this Product Addendum. Wire Transfers Requests may be made via:

- The Busey Treasury Management Online Banking Service, when such Requests are made by those Authorized Users designated to do so by the Administrator; or
- Telephone, fax, email or in person when such Requests are received from Agents designated on the Enrollment and Maintenance Form.

32. Security Procedures.

- a. Treasury Management Online Banking Requests. Requests transmitted via Busey's Treasury Management Online Banking Service must comply with the Security Procedures requirements described, and agreed to, in the Treasury Management Online Banking Addendum with respect to Entries transmitted by Customer to Busey, including the use of OTPs (One-Time Passwords) and Tokens for Wire Requests. Customer acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of a Wire Request. No Security Procedures for the detection of any such error has been agreed upon by Busey and Customer.
- b. Other Wire Requests. Busey may accept email, telephone and fax requests as follows:
 - In order to initiate or verify a telephone Wire Request, an Agent designated in the Enrollment and Maintenance Form must identify themselves by name and PIN. In order to initiate a fax or an email Request, an Agent designated in the Enrollment and Maintenance Form must identify themselves by name.
 - In any event, Busey will call Customer back and speak with an Agent other than the Agent originating the Request (a) on all wires requested by telephone of \$100,000 or more and (b) all wires requested by email or fax. In the case of email and fax Requests, the designated call-back Agent must provide their PIN as part of the verification process. Busey will use the designated call-back Agents indicated on the Enrollment and Maintenance Form.
 - Additionally, Customer has the option, defined on the Enrollment and Maintenance Form, to require a call-back to a designated Agent (other than the person originating the Request, if designated) for all Wire Requests (regardless of amount) made by telephone.

There may be an additional fee charged for call-backs on Wire Requests. Busey will have the right to change the above-described Security Procedures from time to time.

Compliance with Security Procedures. If a Wire Request received by Busey purports to have been

transmitted or authorized by Customer, it will be deemed effective as Customer's Request and Customer shall be obligated to pay Busey the amount of such Wire Transfer even though the Request was not authorized by Customer, provided Busey accepted the Wire Request in good faith and acted in compliance with the Security Procedures with respect to such Request. If a Wire Request received by Busey was transmitted or authorized by Customer, Customer shall pay Busey the amount of the Wire Transfer, whether or not Busey complied with the Security Procedures with respect to that Request and whether or not that Request was erroneous in any respect or that error would have been detected if Busey had complied with such procedures.

33. Customer's Responsibilities.

Customer must maintain and designate an Account(s) with Busey, which Busey may, without prior notice or demand, use for debiting or crediting with respect to all Requests and related adjustment and charges in connection with the Wire Transfer Service. Customer must have collected and available funds on deposit in the Account(s) sufficient to cover Customer's payment obligations for the Service. Customer shall pay Busey on the date on which Busey acts on the amount of each transfer of funds pursuant to a Request.

34. Busey's Responsibilities.

- a. Acceptance and Execution of Request. Subject to the Treasury Management Master Agreement, this Product Addendum and the Enrollment and Maintenance Form, Busey will act upon a Request after receipt of such Request by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party, (i) no later than the stated payment date (if such Request is received prior to Busey's applicable Wire Transfer deadline on the stated payment date), or (ii) on the day such Request is received if no payment date is stated, if such Request is received prior to Busey's applicable Wire Transfer deadline on a Business Day. Busey's acting upon a Request will also be subject to the Business Day schedule of any bank or other party holding an account to be debited or credited under the Service. Customer acknowledges that Busey maintains Wire Transfer deadlines for accepting Requests. Wire Transfer deadlines are subject to change from time to time at the sole discretion of Busey. Any Wire Request received by Busey after the applicable Wire Transfer deadline may be treated as received by Busey on the next Business Day. Customer's Request is considered accepted by Busey when Busey executes it.
- b. Rejection of Request; Notices and Instructions. Busey has the right to reject a Wire Request that:
 - (i) Exceeds the collected and available funds on deposit in the Account or may make an offsetting reversal if a debit is made before Busey ascertains there are not sufficient collected and available funds on deposit in such Account. Busey may, in its sole discretion, allow an overdraft to complete a Wire Transfer, and Customer agrees to repay Busey immediately, without demand, the amount of the overdraft plus any overdraft charges. Further, the fact that Busey previously allowed an overdraft to occur does not obligate it to do so in the future. Additional terms and conditions contained in the Account Agreement governing Customer's Account may apply;
 - (ii) Does not conform in form and substance with the requirements of the Treasury Management Master Agreement, this Product Addendum, and the Enrollment and Maintenance Form;
 - (iii) The authenticity of which Busey has been unable to verify through the use of the Security Procedures;
 - (iv) If Busey suspects fraud in connection with a Request or which is otherwise suspicious; or
 - (v) Based on its internal controlsIf Customer's records about communications under this Product Addendum differ from the records of Busey, Busey's records will govern.
- c. Means of Transmission. In acting on any Request, Busey may utilize any means of transmission, funds transfer system, including Fedwire, or intermediary bank selected by Busey, even if Busey's selection differs from instructions in the Request. In connection with use of this Service, Busey may use Fedwire when acting upon Customer's Request; any subsequent bank may use Fedwire when carrying out Customer's Request; and Fedwire Regulation governs the rights and obligations of Busey and Customer in any part of a Wire Transfer intended to carry out Customer's Request carried out through the use of Fedwire.

In addition to the force majeure events detailed in the Treasury Management Master Agreement, Busey is not responsible for performance failure as a result of suspension of payment by another bank, refusal or delay by another bank to accept the Wire Transfer, FDIC receivership of another bank or other circumstances not within Busey's control.

35. Limitations on Requests.

Busey may place limitations on all Wire Transfer Requests, including setting dollar limits on each transfer or on daily/monthly transfers. Such limitations will be established in Busey's sole judgment based on its risk management procedures, and it may consider the creditworthiness of, and its experience and transactions with, Customer for that purpose. Busey shall notify Customer of any limitation prior to implementing it.

36. Cancellation of Requests and Changes by Customer.

Customer shall have no right to cancel or amend any Request after receipt by Busey; however, Busey will use reasonable efforts to act on a cancellation or change Request if it is received from Customer or its Authorized User or Agent in accordance with the Security Procedures set forth in this Product Addendum. Busey shall have no liability if the cancellation or change is not affected.

37. Foreign Currency and International Wire Transfers.

- a. Foreign Currency. A Request for the transfer of funds in a currency other than U.S. Dollars will be processed via a correspondent of Busey's choosing. Customer agrees that if a foreign currency transfer is converted into another currency that the rate of exchange, if applicable, shall be the rate in effect at the time the Wire Transfer is transmitted. Any loss due to the exchange of currencies arising from a subsequent cancellation of such transfer Request or because of a rejection of delivery for any reason shall be for Customer's account. If the Wire Transfer in a foreign currency is returned for any reason, Customer agrees that, at Busey's sole discretion, the refund may be either in U.S. Dollars based on Busey's then-current buying rate or in the foreign currency in which the Request was originally made. Busey's fees at the outset cover only Busey's costs for such transfers. Additional fees can be (and often are) incurred by necessary tracing, recall of funds, rate changes and verifications required by foreign banks over which we have no control and any additional costs or fees are passed on to Customer. Customer agrees that if Busey utilizes the services of other banks for the purpose of giving effect to any Request or order for the transfer of funds in foreign currency, Busey does so for the account of and at the risk of Customer.
- b. Potential Difficulties. From time to time, Busey experiences various difficulties in transferring funds to certain countries. Those difficulties include (but not by way of limitation): (i) excessive delay in applying funds; (ii) incorrect application of funds; (iii) disappearance of funds; (iv) excessively slow response to inquiries; or (v) government restriction on the transfer of such funds. Customer hereby acknowledges and assumes any expense in connection with such transfers which may be incurred by Busey in addition to normal and customary charges. Customer is obligated to comply with all laws relating to the transfer of funds for foreign countries, individuals, or agencies. Noncompliance may result in the delay of Wire Transfer, fines equivalent to a percentage of the principal or confiscation of the entire principal amount of the transfer if an attempt is made to transfer funds to a sanctioned individual, agency and/or country. Busey will comply with regulations issued by the OFAC. If any Request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law Busey may not complete the transfer and shall "block" the transfer of such funds until such time OFAC issues a written release to Busey. Busey shall have no liability to Customer, and Customer shall be solely responsible, for Busey's rejection of any Request if it complies with the terms of this Product Addendum.

DEPOSIT SERVICES

CASH VAULT PRODUCT ADDENDUM

38. Scope of Service.

Customer must engage an armored car service ("Carrier") in order to use this Service. Busey will then provide a means for secure, accurate, and efficient deposit of Customer's coin and currency and a means for Customer to order coin and currency for delivery by such Carrier. Customer represents and warrants to Busey in connection with use of this Service that (i) all funds deposited with Busey will be the proceeds of, and all funds ordered and withdrawn from Busey will be intended for use in, Customer's lawful activities and (ii) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

39. Deposits.

- a. Customer Deposits of Cash and Currency. Customer may deposit coin and currency of the United States only and shall not deposit coin or currency of any other country. Customer will purchase or supply and maintain sealed locking or tamper-resistant clear, disposable deposit bags. Deposit bags must be sealed according to manufacturers' instructions. Customer will prepare deposits in good order as follows:
 - Cash deposits will be accompanied by a deposit ticket with the dollar amount clearly visible

- through the deposit bag or in an inner pouch that is accessible without opening the sealed bag.
- The shipping label on the bag must include Customer name, location, location number and the dollar amount said to be in the deposit.
 - Deposits will be delivered by Customer's Carrier to the secured facility of the Service Provider specified by Busey.
- b. **Processing of Deposits.** Busey and or the Service Provider will process Customer's deposits as follows: (i) coin and currency will be counted at the secure facility and such information will be made available to Busey; and Busey will write a deposit ticket for each Account for the previous Business Day's collected coin and currency and the funds will be deposited to the Account. If Busey's count varies from Customer's count, a credit or debit adjustment will be made to the Account for the difference, and upon request, Busey will provide Customer with any available information reasonably related to assisting Customer in the reconciliation of the difference. Customer shall be responsible for any foreign coin or currency Items, slugs, tokens, counterfeit Items, or other items that are not valid U.S. coin or currency.

40. Coin and Currency Orders.

Customer may order coin and currency from Busey through the Service Provider by calling Busey. Currency may be ordered in standard full strap or custom quantities and coin may be ordered in standard box or custom quantities. A charge for the face value of the monies ordered will be made to the Account on the Business Day the order is processed by Busey. Orders for coin and currency may be placed no later than the Cut-Off Time one Business Day prior to the requested date of delivery, or by such time that Busey designates from time to time.

41. Discrepancies and Cooperation.

- a. Customer must notify Busey of any discrepancies pertaining to deposits or orders within one Business Day of the deposit or receipt by Customer. In no event will Customer provide notice of any discrepancy more than three (3) days after the deposit or receipt of the orders which is the subject of the notice.
- b. Customer shall cooperate with and provide assistance to Busey in order to investigate any discrepancy, loss, or other matter relating to the Service. Customer shall provide Busey, immediately upon request, with any information, and otherwise shall cooperate with Busey in every way, necessary in order to enable Busey to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

42. Carrier.

Any Carrier utilized to deliver or secure coin, currency or other property to or from Busey will act as the agent of Customer and not of Busey. Customer will bear the entire risk of loss of coin, currency or other property of Customer when in the custody or control of Customer's Carrier. Customer represents and warrants to Busey that all insurance coverage of its couriers will name Customer as beneficiary.

43. Currency Transaction Reporting.

Customer acknowledges that Busey has the obligation under Applicable Law to monitor currency transactions and file currency transaction reports ("CTRs") with FinCEN for reportable transactions.

CLIENT PAYMENT PORTAL PRODUCT ADDENDUM

44. Definitions.

- a. **"CPP"** means Client Payment Portal, the link placed on Customer's website that permits payments by End Users under the Service.
- b. **"End User"** means the person or corporate entity who is a "Receiver" under NACHA Rules and has authorized Customer to charge a transaction to his/her or its account.
- c. **"Quick Pay"** means the method of payment that allows the End User to make a payment without having to register and maintain End User's information.
- d. **"End User Registration"** means the registration of the End User's information for use outside of Quick Pay for single and/or recurring payments or donations. Additionally, End User Registration allows the End User to set up account(s) to debit, create reports, and maintain End User and account information.
- e. **"WEB Entry"** means an ACH Debit Entry to a consumer account initiated by Customer pursuant to an authorization that is obtained from the End User via the CPP. The WEB SEC code cannot be used to initiate Credit Entries except for reversals of WEB Debit Entries

45. Scope of Services.

The Client Payment Portal is a service offered by Busey through which Customer may accept online payments for Customer's service(s) or for donation(s) through a customized webpage. Payments may be affected as WEB Entries from End Users' banking accounts or as credit card charges. WEB Entries are subject to the requirements of the NACHA Operating Rules, as amended from time to time, the Electronic Fund Transfer Act, and Regulation E, as promulgated by the Bureau of Consumer Financial Protection.

46. Busey's Obligations.

- a. Busey will provide Customer with a link that Customer will place on Customer's webpage to provide End User access to CPP. The link will include the End User authorization required by the NACHA Rules to originate WEB Entries and credit card charges contemplated by this Addendum.
- b. Busey shall act as ODFI for Customer with respect to WEB Entries. Bank will process WEB Entries authorized by the End User in accordance with its internal procedures and all state and federal laws during any Business Day, subject to the Cut-Off Time of 5:00 p.m. Central Time. Any transactions received by Busey after the Cut-Off Time shall be deemed to have been received by Busey at the opening of the next Business Day.
- c. Availability of deposits is based on Busey's normal availability schedule as in effect from time to time. Credit that Busey gives with respect to a WEB Entry is provisional and subject to revocation if, for any reason, Busey does not receive payment for the Entry. If an Entry is returned to Busey unpaid, Busey will automatically reverse the credit given to the Account and charge the Account for any fees or charges relating to such return.
- d. Busey will make available a report stating the total amount it deposited into the Account as well as a report showing scheduled payments, which Customer may access through the CPP.
- e. Busey reserves the right to place limitations on the use of the Client Payment Portal Service, including, but not limited to, a limitation on the number of Entries, the maximum permissible dollar amount of any individual Entry or the total dollar amount of Entries processed on any given day or other time period.

47. Customer's Responsibilities.

- a. WEB Payment Requirements. NACHA Operating Rules require that the authorization (i) be in a writing that is authenticated by the End User, (ii) be readily identifiable as an ACH debit authorization, (iii) expresses its terms in a clear and readily understandable manner, including: the name or identity of the End User, the amount of the transaction(s), the effective date of the transaction(s), the End User's account number, the End User's financial institution routing number and revocation language; (iv) the End User may revoke the authorization only by notifying Customer in the manner specified in the authorization; and (v) if it is an electronic authorization, it (A) evidences both the End User's identity and assent to authorization and (B) is displayed on a computer screen or other visual display that enables the End User to read the communication and otherwise complies with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001 et seq.). Customer shall assure that the system will prompt the End User to print and retain the authorization for his or her records. b. Without limiting the generality of Customer's obligations as described above, Customer represents, warrants and agrees that, with respect to each WEB Entry that it originates hereunder, it has employed robust methods of authentication to verify the identity of the End User that will minimize the potential for fraudulent transactions. c. Authorizations must be retained, in either physical or electronic form, for two years following the termination or revocation of the authorization and the authorization must be reproducible.
- b. Merchant Processing/Accepting Credit Card Payments. As a condition for credit card payments to be made via the Service, Customer must have an agreement with a Merchant Processor. Customer's Merchant Processing Agreement is separate from the Client Payment Portal Product Addendum and any agreement with Busey. Processing of all credit card payments will be made by Customer's Merchant Processor. Customer acknowledges that Busey is limited in its ability to offer this Service to Customer based on its requirement to work with specific Merchant Processors. Busey, at Customer's discretion, may work with Customer in determining if Customer's Merchant Processor is compatible with the Service or work with Customer to determine if a Gateway to enable the Service with a single payment platform interface to connect to all the major payment processors would be appropriate.

LOCKBOX PRODUCT ADDENDUM

47. Scope of Service.

Customer hereby authorizes Busey to establish an address to be used specifically to identify Customer's Lockbox. Customer will provide a letter to the USPS Postmaster, if necessary, evidencing such authority for Busey to

establish the Lockbox on Customer's behalf. Busey shall have exclusive and unrestricted access and/or use of the Lockbox for the purposes of effectively handling Customer's remittances. Customer will be responsible for all USPS and other charges related to the establishment and maintenance of the Lockbox.

48. Definitions.

Unless otherwise defined herein, capitalized terms have the meanings provided in the Master Agreement.

"Lockbox" means the address for Customer remittances.

"Lockbox Account" means Customer's demand deposit account at Busey, which Customer has designated for deposit of remittances received in the Lockbox.

"Non-Processable Items" means:

- Checks that are deemed to be not processable due to failure to meet ALL processing procedures stated in this Product Addendum.
- Envelopes that contain only correspondence (no Check enclosed).
- Other documents that fail to meet ALL processing procedures stated in this Product Addendum.

"USPS" means United States Postal Service.

49. Process.

- a. Busey shall collect and open all Customer mail received by or from the Lockbox, in accordance with Busey's pre-established USPS mail pick-up schedule. Pick-ups are made on Business Days. Busey will process for deposit Customer's remittances received from the Lockbox prior to the Lockbox Service Cut-Off Time established by Busey. This includes mail received from overnight mail carriers and directly delivered to Busey.
- b. Busey will open the envelopes received through Customer's Lockbox and remove the contents. All Checks will be inspected and handled in the following manner:
 - (i) The payee or last endorsee must be one of those listed on the Enrollment and Maintenance Form. If Busey determines the payee or endorsee on the Check differs from this list the Check will not be deposited. If a Check contains NO payee, Busey will review accompanying documents to determine if the amount of the Check matches and the payment was intended for Customer. If these indicators are positive, then Busey will deposit the Check. If they are not positive, Busey will not deposit the Check.
 - (i) All post-dated and stale-dated Checks will be deposited.
 - (ii) All non-dated Checks will be dated as the current Business Day and deposited.
 - (iii) If the written and numeric amounts on a Check are different, Busey will review the accompanying documents to see if it may determine the correct amount, if the documents are not determinative then the Busey will deposit the Check for the written amount.
 - (iv) If Busey identifies Checks with restrictive or conditional statements (i.e., "Paid in Full" or "Final Payment"), Busey will use its best efforts not to deposit the Check. However, notwithstanding the foregoing, Busey will have no liability to Customer should it process and deposit any Checks bearing such restrictive or conditional notation.
 - (v) Checks made out to joint payees will not be processed through Lockbox, and Busey will use its best efforts to treat any such Check as a Non-Processable Item; provided, should such a Check be deposited, Busey reserves the right to debit the Lockbox Account for the amount of the Check. In any event, Customer shall indemnify and hold harmless Busey from and against any loss, damage, claim, or cost arising out of or related to improper endorsements on Checks with joint payees. Foreign Checks will not be deposited.
 - (vi) All cash received that meets all other criteria for processing will be deposited. Customer acknowledges the numerous discrepancies that may occur when remittances are made in cash. As such, Busey will assume no liability for cash received within the Lockbox mail and Customer agrees to and hereby does indemnify and hold harmless Busey from and against any loss, damage, claim, or cost arising out of or related to the processing of cash received within the Lockbox mail.
- c. Busey will endorse Checks with the standard Lockbox endorsement unless a custom stamp is provided by Customer.
- d. Busey will create a deposit to Customer's Lockbox Account on Business Days only. Busey will ensure completion of Item sorting and clearing, including the assignment of float, according to the latest Check-

clearing schedule. Inherent in the Item sorting process, the deposits will be imaged. Records will be retained by Busey for the period of time required by Applicable Law.

- e. Busey will batch separately all Items that are deemed a Non-Processable Item and return them to Customer. Busey will prepare a remittance package(s) containing reports and back-up documentation each Business Day and forward it to Customer.

50. Data Security.

Busey, as a service provider to Customer, acknowledges that it is responsible for the security of cardholder data Busey possesses or otherwise stores, processes, or transmits on behalf of Customer, or to the extent that it could impact the security of Customer's cardholder data environment.

51. Incoming Mail Restrictions.

Customer will only use the Lockbox for the receipt of Items to be deposited in the Lockbox Account. Any non-remittance activity received and handled by Busey may be subject to additional fees. Boxes and other bulk parcels addressed to the Lockbox will be refused. If any boxes or bulk parcels are inadvertently delivered to Busey, they will be returned to the sender unopened. Busey will not forward third-class mail received at the Lockbox. Such mail will be discarded. The Lockbox cannot be used as a return address for undeliverable mail.

MOBILE REMOTE DEPOSIT CAPTURE (mRDC) PRODUCT ADDENDUM

This Mobile Service is designed to allow Customer to make deposits to the Accounts from remote locations by capturing Check Images and delivering the Check Images and associated deposit information to Busey or Busey's Service Provider. Once Customer has downloaded Busey's Treasury Management Mobile Banking App on Customer's Mobile Device and contacted Busey to enroll in Mobile Deposit through Treasury Management, Customer will be able to take pictures of Checks for deposit if Customer has been authorized. Customer will need to provide an image from both the front and the back of the Check and provide the information required. Notifications will be sent to let Customer know Customer's transaction was successful. Multiple checks may be deposited per deposit batch.

52. Check Requirements. Checks must meet the requirements of the Remote Deposit Capture Product Addendum, which Customer is deemed to have accepted when it uses Treasury Management Mobile Remote Deposit.

- a. Endorsements and Procedures. Customer must restrictively endorse any Check transmitted through Mobile Deposit as "*For mobile deposit to Busey Bank*" or as otherwise instructed by Busey. Customer agrees to follow any and all other procedures and instructions for use of the Mobile Service as Busey may establish from time to time.
- b. Receipt of Items. Busey reserves the right to reject any Check Image transmitted through Mobile Remote Deposit, at Busey's discretion. Busey is not responsible for Items Busey does not receive or for images that are dropped during transmission. An image of a Check will be deemed received when Customer receives a confirmation from Busey that Busey has received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
- c. Disposal of Checks. Customer must follow the procedures outlined in the Remote Deposit Capture Product Addendum.

Promises Customer Makes to Busey. Customer makes the representations and warranties provided in the Remote Deposit Capture Product Addendum with respect to each Check submitted for deposit

REMOTE DEPOSIT CAPTURE (RDC) PRODUCT ADDENDUM

53. Scope of Service.

Busey offers the Service in order to enable Customer to convert original Checks to Check Images allowing Electronic Transmission to Busey, for deposit to the designated RDC Account. Under the terms and conditions of this Product Addendum, Busey hereby grants Customer the non-exclusive right to use the Service.

54. Customer's Responsibilities.

- a. Check and Check Image Responsibilities. Customer will submit Check Images to Busey in such format, and with such associated Check information, as Busey may specify from time to time. In using the Service, Customer will create an accurate Check Image and associated MICR data using approved Equipment. The Check Image must contain all the information on the MICR line of the original Check at the time the original Check was issued. Customer will assure that Checks made out to joint payees

will not be deposited through the Service. Busey will use its best efforts to treat any such Check as an Exception; provided, should such a Check be deposited, Busey reserves the right to debit the RDC Account for the amount of the Check. In any event, Customer shall indemnify and hold harmless Busey from and against any loss, damage, claim, or cost arising out of or related to improper or missing endorsements on Checks with joint payees.

- b. Endorsements and Procedures. Customer must restrictively endorse any Check transmitted through the Service as "*For remote deposit only to Busey Bank*" or as otherwise instructed by Busey. If Customer does not properly endorse the Check, the deposit may fail. Busey reserves the right to reject all Items that are not endorsed as specified. Customer agrees to follow any and all other procedures and instructions for use of the Mobile Service as Busey may establish from time to time.
- c. Representations and Warranties. In addition to any representation or warranty of Busey under Regulation CC, Customer warrants and represents, with respect to each Check Image submitted to Busey, that:
- (i) The Check is currently and was at the time of its creation, a bona fide and existing obligation of the drawer, free and clear of all security interests, liens, and claims whatsoever of third parties and is not now nor has it ever been declared in default;
 - (ii) Documentation under which the Check is payable authorizes the payee to charge and collect monies owed;
 - (iii) The Check Image accurately represents all of the information on the front and back of the Check, and all such information is legible on the Check Image; and
 - (iv) The Check Image will not be duplicated, and no person will receive presentment of the original Check, a substitute Check based on the original Check, or a paper or electronic representation of the original Check or a substitute Check, such that that person will be asked to make a payment based on a Check that has already been paid.
- d. Check Retention and Destruction. Customer will maintain original Checks for a period of sixty (60) days and allow Busey to review and inspect them during reasonable business hours. Checks are to be stored in a secure site under lock and key. After the recommended retention period, Checks must be shredded and disposed of properly. Customer shall destroy and dispose of the Checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. Customer is required to implement such procedures to ensure that the Checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the Checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment).
- e. Prohibited Checks. Prohibited Checks will not be deposited through the Service, and Customer must have processes in place to prevent processing of any Check that:
- Is payable to any person or entity other than Customer;
 - Is prohibited by this product Addendum or is in violation of any law rule or regulation;
 - Customer knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn;
 - Has not been previously endorsed by a bank and is either a "substitute check" (as defined in Regulation CC) or "image replacement document" that purports to be a substitute check, without Busey's prior written consent;
 - Is drawn on financial institutions that are located outside the United States or its territories;
 - Is a "remotely created check" (as defined in Regulation CC); or
 - Is not acceptable by Busey for deposit in the Account as provided in the Account Agreement.
- f. Other Responsibilities. Customer also agrees to: (i) train Customer's employees in the use of Remote Deposit; (ii) install and implement any changes and upgrades to the Software and Equipment as required by Busey within five (5) Business Days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Service; (iii) inspect and verify the quality of Check Images and ensure that they are legible for all posting and clearing purposes; and (iv) maintain fully qualified, properly trained and experienced administrative staff and employees sufficient to perform its obligations under this Product Addendum.
- g. Regulatory Assurances. While using the Service, Customer will not originate any transaction that does not comply with the laws of the United States or the State of Illinois. This prohibition includes, but is not limited to, OFAC laws and regulations.

55. Security Procedures.

The Service will be accessed through the use of a User ID and Password by Agents named in the Set-Up and Maintenance Form. Customer acknowledges that the use of these Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of a transaction. No Security Procedures for detection of any such error has been agreed upon between Busey and Customer.

If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer shall notify Busey immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Busey prior to receipt of such notification and within a reasonable time period to prevent unauthorized activity.

56. Equipment and Software.

- a. Busey will provide Customer with the Software and Equipment necessary for Customer to make deposits through the Service. Customer shall retain no ownership rights in the Equipment provided by Busey or the Software and shall not modify or alter it in any way. Busey will provide installation and training support as reasonably required for implementation of Software program and will provide maintenance and support for Software and Equipment as reasonably necessary to permit Customer's processing of Check Images through the Service. Such maintenance and support may include (i) corrections and work around, (ii) updates to the Service, and (iii) telephone support during normal business hours.
- b. Customer understands and agrees that it is Customer's sole responsibility to operate and maintain the Equipment in accordance with the instructions of Busey and the Equipment manufacturer. Customer assumes sole responsibility for any and all loss, damage or injury to the Equipment or arising from any failure of the Equipment. Customer will ensure the Equipment is clean and operating properly and that Check Images when scanned are legible for all posting and clearing purposes.
- c. Notwithstanding anything in this Product Addendum to the contrary, Customer may use the Software on only per installed scanner. The Software may not be provided to another party without prior written consent.

Other terms applicable to the Equipment and Software are set forth in the Treasury Management Master Agreement. Busey will provide the Equipment and Software to Customer on an "as is, as available" basis and makes no warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

57. Busey Obligations and Rights.

- a. Busey will process, encode and deposit into the RDC Account, Checks submitted by Customer through the Service in accordance with its internal procedures and all Applicable Law during any Business Day, subject to the Cut-Off Time. The Check Image must be clear and include all information required by the Federal Reserve for processing and collection of Items. Checks made payable to the Customer, or any reasonable derivation thereof are acceptable for deposit. Customer authorizes Busey to contract with third-party Service Providers to carry out Busey's obligations under this Agreement.
- b. If a Check does not have the necessary information to be processed by Busey, then Busey will treat the Check as an Exception. Busey will not examine Checks to verify any data or dates. Busey will disregard any notation on a Check as though such notation did not appear thereon. Busey reserves the right to reject any single Check Image or batch of Check Images for any reason, before or after confirmation. If a Check is treated as an Exception, it will be forwarded to the Customer, and not be deposited or otherwise reflected in the RDC Account.
- c. Transmission of electronic deposits to Busey occurs after Customer indicates its acceptance of a properly performed scan of a batch or batches of Checks and "closes" all scans Customer desires to transmit for deposit. Any electronic deposit transmission received by Busey after the daily Cut-Off Time shall be deemed to have been received by Busey after the daily Cut-Off Time and shall be deemed to have been received by Busey at the opening of its next Business Day. Customer is responsible for the transmission of the deposit until the Check Image is available for viewing by Busey and Customer on the system and the system acknowledges that the Check Image has been properly approved and received.
- d. Availability of deposits is based on Busey's normal availability schedule as in effect from time to time. Credit that Busey gives with respect to a Check Image is provisional and subject to revocation if, for any reason, Busey does not receive payment for the Check Image. If a Check, or a Check Image or substitute Check derived from a Check, is returned to Busey unpaid, then Busey will automatically reverse the credit given to the RDC Account for the Check Image and charge the RDC Account for any fees or charges relating to such return. Busey may suspend immediately the processing of any electronic Item if Busey has reason to believe that there has been a breach in the security of Remote Deposit,

fraud involving Customer's RDC Account, or any uncertainty as to the authorization or accuracy of electronic Items.

- e. Busey will provide notification of Customer's transmission of Check Images in the form of an automated receipt at the time the deposit is transmitted.

58. Limitations on Use.

Customer should not submit deposits in excess of the limitations placed by Busey on the use of the Service, which are based on certain risk parameters it establishes, including, but not limited to, a limitation on the number of RDC Accounts accessed via the Service, limitations on the number of Checks, the maximum permissible dollar amount of any individual Check or the total dollar amount of Checks processed on any given day or other time period. The Set-Up and Maintenance Form includes the limits for Customer, as they may be changed by Busey from time to time. In the event Customer submits deposits in excess of such limits, Busey may contact Customer to review the submission and make a determination to accept or delete the deposits. Deposits may need to be submitted the next Business Day.

59. Network Connectivity and Security.

Customer is solely responsible for connectivity to the Internet and for the implementation of all commercially reasonable information security procedures to control access to its computer systems and to protect any data files stored thereon. Such procedures include but are not limited to anti-virus, physical, logical, and network security control systems and devices. Customer should use a firewall product especially if it has a broadband Internet connection such as DSL or cable modem. Customer's computer operating system and browser should be fully patched for critical security issues. It is recommended that Customer use the most current fully patched versions of Internet browsers for accessing the Service. Busey is not responsible for any damage to Customer's computer, modem, or other property resulting from the use of the Remote Deposit Capture Service, including damage from any electronic virus or viruses that Customer may encounter.

60. Indemnification.

In addition to the indemnification provided in the Master Agreement, Customer also agrees to reimburse and indemnify Busey for all losses, damages and expenses, including reasonable attorneys' fees, incurred in defending transactions involving invalid or fraudulent Checks, duplicate presentation of Checks or due to a substitute Check being processed instead of the original Check. This indemnification shall survive the termination of this Product Addendum as to matters that occurred during its term.

61. Discrepancies and Investigations.

In addition to the provisions contained in the Master Agreement regarding Customer's notification to Busey of errors or discrepancies, Customer agrees to provide Busey with any information it may reasonably request in connection therewith. Customer will also promptly supply all financial information, financial records, and documentation regarding the Checks that Busey may request. Customer will also cooperate in investigations regarding any unsuccessful or lost transmissions, will provide imaged documents (or original Checks if available) to facilitate investigations within two (2) Business Days of Busey's request and will resolve with Busey any issues regarding the same. Notwithstanding the foregoing, if Busey at any time discovers that the legal amount of the Check is different than the amount that has been credited to the RDC Account, Busey will make the necessary adjustment to the RDC Account to correct the discrepancy.

62. Audit and Self-Assessment.

Busey's right to audit Customer includes the right to audit Customer's IT infrastructure to assure compliance with this Agreement. Customer acknowledges that Busey also has the right to mandate specific internal controls at Customer's operations and that Busey will require Customer to complete an annual RDC Self-Assessment form.

63. Contingency Procedures

In the event that Customer experiences technical difficulties in connection with the Service, please implement the following procedures:

- For Equipment and Account issues, Customer should contact Busey Treasury Management Service Support.
- For computer, printer or Internet connectivity issues, Customer should contact their computer repair department, computer vendor or Internet provider as appropriate.
- In the event that Check Images may not be transmitted through the Service for deposit into the Account, Customer should bring the deposit in person to any one of Busey's branch offices to deposit the original Check(s).

SECURE SAFE ADVANCED CREDIT PRODUCT ADDENDUM

64. Scope of Services.

Under Busey's Secure Safe Service, Busey may extend provisional credit to Customer based on cash deposited in the currency validating portion of the safe provided by Customer's provider ("Provider") (while the safe may be branded differently depending on the Provider, for the purposes of this Service, the safe is referred to as a "Secure Safe").

65. Definitions.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Treasury Management Master Agreement.

"Cassette" means the receptacle feature of the Secure Safe for deposit of cash for the purpose of advances under this Product Addendum.

"Provider Agreement" means the agreement between the Provider and Customer pursuant to which the Provider provides the Secure Safe and services incidental thereto.

"Report" means a daily online report created by the Provider that sets forth the amount of cash deposited by Customer in the Cassette.

"Secure Funds" means the cash deposited in the Cassette.

"Secure Safe" means the secure safe equipment provided to Customer by the Provider.

66. Provider.

Customer acknowledges that the Provider and Busey are independent and separate entities and are not operating as a partnership, joint venture or other combined enterprise. The Secure Safe, software and courier services are provided to Customer under the Provider Agreement and are not part of the Service or any other service Busey provides. Customer agrees to look solely to the Provider for resolution of any problems or disputes under the Provider Agreement or with respect to the Secure Safe. Busey is not responsible for any obligation or liability of the Provider to Customer under the Provider Agreement. Busey relies on the continued effect of the Provider Agreement in providing the Service to Customer including the compliance by Customer and the Provider with the terms of the Provider Agreement. Customer agrees to promptly notify Busey of any material change in the Provider Agreement.

67. Enrollment.

Before Busey will make the Service available to Customer, Customer must enter into the Provider Agreement with the Provider for the Secure Safe, software, and courier services and complete the installation and training required by the Provider, and complete the set-up and implementation process for the Service including designating an Account with Busey to be advance-credited and subject to adjustment in connection with the Service ("Designated Account"), designating delivery points for the contents of the Secure Safe, and establishing and testing connections with the Provider for the transmission of Reports.

68. Process.

The Service enables Customer to receive advance credit in the Designated Account on a daily basis for cash receipts secured in and reported to Busey by the Secure Safe. The Service will provide the following:

- a. Customer employees will place currency into the Cassette. The Secure Safe Advanced Credit Service is for cash only. No Checks or other funds are accepted under the Service.
- b. The currency will be read and counted by the Secure Safe on a daily basis.
- c. Once Customer completes its end of day process (prior to the Cut-Off Time established for the Service), the Secure Safe will then transmit data to the Provider who will in turn update the Report.
- d. Busey will, based on the information provided in the Report, advance credit to Customer's Designated Account on each Business Day the amount of Secured Funds reported in the Report as received in the Cassette since the last Report, provided Busey receives the Report prior to the standard Cut-Off Time for processing the information in the Report that Business Day.
- e. Customer's Provider will pick up and transport the contents of the Secure Safe to a Busey vault operated by the Provider.

69. Secured Funds and Advanced Credit.

- a. Secured Funds. The placement and counting of currency in, and the compilation and transmission of

Reports and other data from the Secure Safe are subject exclusively to the terms of the Provider Agreement and are not part of the Service. The Service depends on the accurate and timely receipt in readable, agreed upon format of the Report from the Provider reporting the amount of Secured Funds counted and secured in a Cassette. Customer agrees that all Secured Funds will be delivered to Customer's Provider for transportation to Busey or an approved vault location for verification and processing and will not be removed from the Secure Safe or used by Customer for any purpose. The Service only applies to Secured Funds. If Customer places cash, Checks or other instruments in the Secure Safe outside the Cassette that are picked up by the Provider, such cash, Checks or other instruments are not Secured Funds under this Product Addendum.

- b. Transmission of Report. Customer authorizes the Provider to transmit the Report to Busey. Busey will rely exclusively on the accuracy of the information transmitted to it by the Provider in the Report in determining the amount of provisional credit Busey will provide Customer. Busey is not responsible for any failure of the Report to be timely communicated to them or for any errors in the Report. In addition, Customer expressly grants Busey authority to review and access the Report and other data generated by the Secure Safe or the Provider relating to Secured Funds in the Secure Safe.
- c. Advanced Credit: Ownership of Secured Funds. Busey will post advance credit in the Designated Account for Secured Funds on the Business Day it receives the Report subject to its normal deposit Cut-Off Times. All credit Busey provides Customer for deposits is provisional and subject to verification and correction for the amount of Secured Funds actually received by Busey including for errors, counterfeit currency and miscounts. If the contents of the Secure Safe for which Busey provided advanced credit are not delivered to the vault location approved by Busey in the set-up process at the next scheduled pickup, or if the amount of legal currency contained in the Cassette and delivered to Busey or the vault is less than the amount reported in the Reports, then regardless of the reason or circumstances, Busey will reverse any credit it gave to Customer and in any case, Customer is obligated to pay Busey for any adjustment and related interest or credit provided to them. Once Busey posts advanced credit in Customer's account based on a Report, the Secured Funds are Busey's sole and exclusive property, and Customer shall be responsible to Busey for all Secured Funds. To the extent Customer retains any interest in the Secured Funds by operation of law, Customer hereby grants Busey a first priority and properly perfected security interest in all such Secured Funds and agrees such funds are under Busey's possession and control once they have become Secured Funds as described above. Customer further agrees that once cash deposited in the Secure Safe has become Secured Funds, Customer has relinquished all ownership, rights, possession and control over such funds and the Provider shall be deemed to be holding the Secured Funds in the Secure Safe for Busey's exclusive benefit.
- d. Counts. Customer agrees that Busey's cash processing agent's count of Secured Funds is final and conclusive. Busey is not liable for any shortage due to any counterfeit or contraband, whether discovered upon delivery to Busey or any time after delivery. In no event is Customer entitled to any amount in excess of the correct balance of Customer's deposit, whether the error was caused by improper commingling of funds, inaccurate counts, clerical error or otherwise.
- e. Pickup. Customer is responsible for arranging for transportation of the Secured Funds to Busey or one of Busey's vault locations designated in the set-up process. Customer must provide Busey in the set-up process with a copy of the written pickup schedule with the Provider. Busey must receive the Secured Funds from Customer in accordance with that schedule. Any changes in the scheduled deliveries to Busey may result in a change to the charges for the Service.

70. Statements and Notices.

Customer's deposit activity through the Service will be reflected on Customers regular periodic statement for the Designated Account as provided in and subject to the Account Agreement.

FUND TRANSFER SERVICES

SWEEP TRANSFER PRODUCT ADDENDUM

71. Scope of Services.

Sweep Services are automatic fund transfer services and occur on any Business Day after the final posting of Items in the Sweep Target Account. Busey offers Customers the following Sweep Service options:

- Automatic Funds Transfer
- Commercial Loan Sweep
- Money Market Sweep

- Target Balance Sweep
- Zero Balance Sweep

72. Definitions.

Unless otherwise defined herein, capitalized terms have the meanings provided in the Master Agreement.

“Available Funds” means the net funds in the Sweep Target Account(s) that are eligible to be swept at the end of a Business Day after taking into account all deposits and Checks and other Items drawn on the Account. The funds availability policy of Busey will apply to deposits in the Sweep Target Account.

“Child Account” means the Account at Busey, as shown on the Enrollment and Maintenance Form, that Customer has designated as being the receiving account by the Sweep Service described herein and on which Customer authorizes Busey to transfer Available Funds, on a daily basis, to or from a Sweep Target Account in order to achieve the selected sweep of funds.

“Destination Account” means the Account at Busey, as shown on the Enrollment and Maintenance Form, that Customer has designated as being covered by the Sweep Service described herein and on which Customer authorizes Busey to transfer Available Funds, on a daily basis, to or from a Sweep Target Account in order to achieve the selected sweep of funds. The Destination Account may be an MMDA if the Sweep Service selected is an MMDA Sweep; the Destination Account may be the Line of Credit Account if the Sweep Service selected is a Commercial Loan Sweep; the Destination Account may be another Account at Busey if the Sweep Service selected is a Zero Balance or Target Balance Sweep.

“Parent Account” means the Account at Busey, as shown on the Enrollment and Maintenance Form, that Customer has designated as being the funding account by the Sweep Service described herein and on which Customer authorizes Busey to transfer Available Funds, on a daily basis, to or from a Sweep Target Account in order to achieve the selected sweep of funds.

“Sweep Target Account” means an Account at Busey, as shown on the Set-Up and Maintenance Form, which Customer has designated as being covered by the Sweep Service described herein and on which Customer authorizes Busey to transfer out on a daily basis funds in the amount of any Target Balance Excess, and/or in some Sweep Services to transfer funds in the amount of any Target Balance Shortfall so that at the opening of each Business Day the Sweep Target Account will have the Target Balance.

“Target Balance” means the Available Funds balance designated on the Set-Up and Maintenance Form that Customer wishes to maintain in the Sweep Target Account and above which Busey will sweep funds out of the Sweep Target Account and into which Busey may sweep funds. For the Zero Balance Sweep Service, the Target Balance will be zero.

“Target Balance Excess” means the amount of Available Funds in the Sweep Target Account at the end of any Business Day in excess of the Target Balance.

“Target Balance Shortfall” means, on any Business Day, the amount by which the Available Funds balance in the Sweep Target Account is less than the Target Balance.

73. Automatic Funds Transfer.

Under this Sweep Service, Busey will sweep a designated amount from Sweep Target Account on a Recurring Business Day, term as designated by Customer, to a Destination Account. Sweep is subject to maximum limitations and fees as established by Busey and law.

74. Commercial Loan Sweep.

For the purposes of this Sweep Service, the following terms have these meanings:

“Available Credit” means at any time the principal amount available to Customer under the terms of the Line of Credit, which will at no time exceed the stated principal amount of the Note, less the principal amount thereof then outstanding.

“Loan Documents” means the promissory note (“Note”) and any business loan agreement, mortgage, commercial security agreement, or other document or instrument executed in connection with the note evidencing Customer’s line of credit provided by Busey as designated on the Set-Up and Maintenance Form (“Line of Credit”).

a. **Commercial Loan Sweep.** Busey will sweep funds out of the Sweep Target Account as described below.

- (i) If there is a Target Balance Excess at the end of a Business Day, Busey will (A) debit the Sweep Target Account for the amount of any unpaid principal balance under the Note, up to the amount of the Target Balance Excess, and (B) apply the amount of the debit to the unpaid principal balance of the Note.

- (ii) In no event will Busey debit the Account pursuant to this Product Addendum to pay any interest that shall accrue under the Note other than on the Payment Due Date. This shall not affect Busey's right to set-off against the Account any monies due Busey under the Note, including, but not limited to, principal and interest, and Busey hereby expressly reserves such right of set-off and any other rights under the Loan Documents.
- b. Extension of Credit under Note. Busey will sweep funds back into the Sweep Target Account as provided on the Set-Up and Maintenance Form according to the following terms and in the following order:
 - (i) If there is a Target Balance Shortfall, Busey will extend credit to Customer to the extent provided in clauses (ii) and (iii) below.
 - (ii) If the Available Credit at such time equals or exceeds the Target Balance Shortfall, Busey will (A) extend credit to Customer by making an advance under the Note in the amount of the Target Balance Shortfall and (B) credit the amount of the advance to the Sweep Target Account to eliminate the Target Balance Shortfall, as applicable.
 - (iii) If the Available Credit at such time is less than the Target Balance Shortfall, Busey will (A) extend credit to Customer by making an advance under the Note in the amount of the Available Credit and (B) credit the amount of the advance to the Sweep Target Account to reduce the Target Balance Shortfall.
- c. Advances. All advances under the Note made pursuant to this Product Addendum shall be evidenced by, bear interest at the rate provided in and be repaid in accordance with the terms of the Note and shall be secured by any and all collateral securing the Note. In no event shall Busey have any obligation to make advances under the Note in excess of the Available Credit.
- d. Authorizations. Customer authorizes Busey to charge and credit the Account, make advances and payments on behalf of Customer under the Note in accordance with the terms of this Product Addendum, all without further notice to or authorization by Customer or any authorized person, if any, identified in the Note.
- e. Effect on Loan Documents and Other Agreements. The terms of the Loan Documents are hereby modified to include the terms and provisions of this Product Addendum, including, without limitation, Subsections 5a. and b. hereof. However, this Product Addendum is not intended to and shall not be construed to modify or supersede the Loan Documents or the respective rights and obligations of Customer and Busey as therein provided or any other agreements, terms, conditions, rules or regulations of Busey as may be applicable to the Line of Credit or the Sweep Target Account, including, without limitation, any requirements relating to minimum balances and service or other charges. In the event of any conflict between this Product Addendum and the Loan Documents, the Loan Documents will prevail with respect to the Line of Credit.

75. MMDA Sweep.

Under this Sweep Service, Busey will sweep any Target Balance Excess in the Sweep Target Account on any Business Day to a Destination Account that is a Money Market Deposit Account. Funds will automatically sweep back to the Sweep Target Account, subject to maximum limitations and fees as established by Busey and law.

76. Target Balance Sweep.

Target Balance Sweeps transfer on each Business Day to one or more Destination Accounts the amount of Target Balance Surplus in a Sweep Target Account and, as needed, will transfer on each Business Day from one or more Destination Accounts to the Sweep Target Account amounts necessary to cover any Target Balance Shortfall.

77. Zero Balance Sweep.

Zero Balance Sweeps transfers on each Business Day to the Account any Target Balance Surplus from any Sweep Target Account (for this purpose, referred to as a "Zero Balance Account") designated by Customer, and to transfer, on each Business Day, from the Destination Account to the Zero Balance Account amounts necessary to cover any Target Balance Shortfall in any Zero Balance Account so that at the beginning of each Business Day, each Zero Balance Account designated by Customer, will have an Available Funds balance of zero ("0").

- a. Zero Balance and Destination Accounts. Customer shall make arrangements for there to be sufficient Available Funds in the Destination Account ("Parent Account") to cover all Items drawn on the Zero Balance Account ("Child Account") presented for payment on the Business Day on which presentments are made. Items drawn on the Zero Balance Account shall conform to Check specifications provided by Busey to Customer. Issuance of Items, which have not received Busey's prior approval as to compliance with Busey's Check specifications, may result in charges for extra processing.

- b. Transfers, Credits and Returns. Busey will automatically transfer funds from the Destination Account ("Parent Account") to the Zero Balance Account ("Child Account") to cover Items that are presented for payment. To the extent that such Available Funds, in the Destination Account, are insufficient to cover such Items, Busey is authorized to transfer Available Funds by provisional credit to the Zero Balance Account in an amount equal to the total of all amounts payable on all Items, which are presented to Busey. If the Available Funds on deposit in the Destination Account are insufficient for such purpose, Busey may in its sole discretion revoke the provisional credit to the Zero Balance Account and return the Items which created such provisional credit unpaid, or Busey may in its sole discretion provisionally advance the necessary additional funds to Customer and transfer such provisional credit in the amount thereof to the Zero Balance Account (any such transfer or provisional credit shall remain revocable, at all times, by Busey in its sole discretion prior to midnight of the day following presentment of the Items). If Busey should provisionally advance any funds to Customer, such action shall not establish a course of dealing between the parties that shall require Busey to provisionally advance any additional funds. If Customer fails to repay any such provisional advance on the Business Day on which Busey notifies Customer of such advance, Busey shall, without any requirement of prior notice to Customer, automatically reverse such provisional credit, initiate a debit in the amount of the original advance to the Zero Balance Account, and return any or all affected Items unpaid.

RECONCILIATION SERVICES

ACCOUNT RECON PRODUCT ADDENDUM

78. Scope of Services.

The purpose of the Account Recon Service is to provide a reconciliation of Customer's Account by matching the Electronic Issue File provided by Customer containing the Check Information against Checks actually paid from the Account for the respective Reconciliation Period. Customer can access all information online and has the ability to sort the information to meet its needs. Use of the Service does not affect Customer's obligation under the Account Agreement to discover and report unauthorized signatures, alterations or endorsements of Checks and does not increase Busey's duty with respect to Accounts or payment of Checks.

79. Definitions.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Master Agreement.

"Account Reconciliation" means the reconciliation of Customer's Account by matching the Electronic Issue File against Checks paid from Customer's Account.

"Check Information" means the Account number, serial number, issue date and dollar amount of any Check.

"Electronic Issue File" means Customer's prepared, transmitted file of Check Items issued against Customer's Account for purposes of performing Account Reconciliation.

"Outstanding Items List" means Busey's standard report summary in electronic form provided at the end of the Reconciliation Period listing outstanding Check.

"Paid Items List" means Busey's standard report summary listing the reconciliation of Customer's Account reflecting Check serial number, dollar amount, and date paid.

"Reconciliation Period" means the accounting period that Customer has designated as being covered by the Service.

80. Process.

- a. Transmission and Input of Electronic Issue File Information. On any day, whether or not a Business Day, on which Customer issues any Check or other debit Item drawn on the Account, Customer shall prepare and electronically transmit to Busey, prior to the Cut-Off Time, the Check Information identifying each Check issued. If Customer is unable to electronically transmit Check Information on the day of such issue, Customer shall electronically transmit such Check Information to Busey on the next Business Day. Busey will input all Check Information received from Customer into Busey's Account Reconciliation system. Customer can manually input issued Check Information via the Service.
- b. Security Procedures. The Service will be accessed via a portal within Busey's Business Online Banking Service. Customer and Busey shall comply with the Security Procedures requirements described, and agreed to, in the Business Online Banking Addendum. Customer acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or

content of a transaction. No Security Procedures for the detection of any such error has been agreed upon between Busey and Customer.

- c. Accuracy and Timeliness of Information. Busey will use reasonable efforts to provide the Paid Items List requested through the Service in a prompt fashion but shall not be liable for temporary failure to provide timely information. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels.
- d. Stopping Payment or Voiding a Serial Number. If Customer wishes to perform a stop/void, Customer's Administrator or other Authorized User shall transmit the Items Issued File data to be stopped/voided in the next Business Day's transmission/disk file to Busey along with the current Items Issued File (if any) using the appropriate transaction code.

DEPOSIT RECON PRODUCT ADDENDUM

81. Scope of Service.

The purpose of the Deposit Recon Service is to provide a Deposit Reconciliation report for the Account which will provide deposit information for each Location that a Customer defines. Customer will request the reconciliation reports through the Treasury Management Online Banking Service.

82. Definitions.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Master Agreement.

"Deposit Reconciliation" means the production of a summary report provided to Customer to reconcile a complete list of all deposits on an Account or to reconcile deposits for each location separately.

"Location(s)" means a list of Customer locations displayed in the reporting of deposits. The location list values are populated based upon the serial number value from the Customer's deposit slips.

83. Process.

- a. System Setup. Customer will work with Busey to define the Locations that Customer wishes to manage using the Service. Busey will assist Customer in ordering the appropriate special deposit tickets to insure proper recording of the deposit information by Location.
- b. Security Procedures. The Service will be accessed via a portal within Busey's Treasury Management Online Banking Service. Customer and Busey shall comply with the Security Procedures requirements described, and agreed to, in the Treasury Management Online Banking Addendum. Customer acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of a transaction. No Security Procedures for the detection of any such error has been agreed upon between Busey and Customer.
- c. Accuracy and Timeliness of Information. Busey will use reasonable efforts to provide the information requested through the Service in a prompt fashion but shall not be liable for temporary failure to provide timely information. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels.

ACCOUNT PROTECTION

ACH BLOCK AND FILTER PRODUCT ADDENDUM

84. Scope of Services.

- a. Customer will provide Busey with written ACH Blocking and Filtering instructions ("Instructions") for ACH Entries on which Customer desires Busey to stop payment or not post to Customer's Account(s). Customer agrees to comply with the NACHA Rules for all Entries.
- b. Customer may use the Service to allow specified ACH Debits or Credits to be posted to Customer's Account, and to decline or allow other specified ACH Entries to be posted.

85. Busey's Responsibilities.

- a. Busey will automatically return any Entry that meets the Instructions. Busey may also return an Entry that would be returned for any reason under the NACHA Operating Rules. Busey may also pay any Entries, Reversals or adjustments which Busey is required to accept under the NACHA Rules, operating circulars or any other applicable rule, guideline or regulation.
- b. The ACH Block Service does not apply to transactions between Customer and Busey, and Busey may

pay Entries that Customer has authorized Busey to originate against Customer's Account (e.g., loan or credit card payments), whether or not Customer has included these in Customer's authorization criteria.

If an ACH Block is terminated for any reason, Busey will no longer be obligated to monitor Entries against Customer's authorization criteria and will receive and accept or return Entries to Customer's account in accordance with Busey's normal procedures. Customer still has the right to return Entries in accordance with the NACHA Operating Rules.

ACH POSITIVE PAY PRODUCT ADDENDUM

86. Scope of Services.

- a. Terms of ACH Positive Pay. The ACH Positive Pay Service allows Customer to access, through Treasury Management Online and Mobile Banking, all ACH Entries, Debits or Credits, with reportable SEC codes that have been blocked in accordance with the ACH Blocking and Filtering Service.
- b. Customer may also use the ACH Positive Pay Service to establish rules to apply to future ACH Entries, so that such future ACH Entries will be allowed or declined automatically. Customer may also use the ACH Positive Pay Service to establish rules to apply to future ACH Entries, so that such future ACH Entries will be allowed or declined automatically.

Busey may establish time periods and Business Day Cut-Offs within which Customer may act on a particular ACH Entry and may change such time periods and deadlines at any time without notice. Customer may establish limits and restrictions on the types or rules with respect to ACH Entries.

Customer must authorize and provide permissions for Authorized Users on the Enrollment and Maintenance Form. Customer must access the daily reports of ACH Exception Items via Treasury Management Online Banking. Using such website, Customer must then notify Busey which ACH Exception Items to pay/accept or which to return as Unauthorized. If Customer fails to notify Busey by the Business Day Cut-Off, Busey will handle the Exception Items in accordance with the prescribed default procedure as outlined in the instructions from Customer on the Enrollment and Maintenance Form. Customer will receive e-mail notifications of Customer ACH Exception Items. These notifications are further described in the Treasury Management Online Banking User Guide.

87. Busey's Rights.

- a. Customer acknowledges that Busey's ACH Positive Pay does not preclude Busey's ACH processing procedures, which may cause an ACH Entry to be dishonored even if Customer instructions do not otherwise require Busey to return such ACH Entry.
- b. Customer acknowledges that the Service is intended to be used to identify and return ACH Entries that Customer suspects in good faith are unauthorized. It is not intended to be used as a substitute for authorization instructions or to delay Customer pay/accept return decisions on Exception Items, including and not limited to stop payment orders on ACH Entries that are not suspected in good faith to be unauthorized. If Busey suspects or deems, in Busey's sole discretion, that Customer is using the Service contrary to those intentions, Busey may require Customer to provide evidence that ACH Entries Busey returns pursuant to the Instructions were in fact unauthorized. In addition, Busey may hold Customer liable for losses Busey sustains on ACH Entries that Busey is requested to return under such Service and which Customer does not reasonably establish as unauthorized ACH Entries.

CHECK POSITIVE PAY PRODUCT ADDENDUM

88. Scope of Services.

- a. Positive Pay is a Check Fraud Detection service offered by Busey to Commercial Customer's to reduce the likelihood of an Unauthorized Check being paid from the Account.

89. Definitions.

Unless otherwise defined herein, capitalized terms have the meanings provided in the Master Agreement.

"Items Issued Data" means the Item information that Customer prepares and electronically transmits in the Items Issued File containing information on Items issued against an Account for purposes of performing the Service.

"Items Issued File" means the file that Customer prepares and electronically transmits containing Items Issued Data.

90. Check Positive Pay.

- a. Busey will perform its Check Positive Pay Service for each of Customer's Accounts at Busey that is designated for the Service by Customer and Busey. In performing the Service, Busey will make the determination to pay each Item drawn on an Account based upon an automated comparison of pertinent information appearing on such Item and the corresponding Items Issued Data provided by Customer. Customer remains responsible for maintaining a balance of available funds in each Account which is sufficient to cover the Items which Busey is authorized to pay under this Product Addendum, and Busey reserves the right, in its sole discretion, to return any Item which is not covered by available funds in the Account on which such Item is drawn.
- b. Customer shall transmit to Busey the Items Issued Data through Treasury Management Online Banking or Direct Send File Transfer Service, including any outstanding (unpaid) Items issued prior to the commencement of the Service. Such information shall be compiled and maintained by Busey during the term of this Product Addendum for use by Busey in performing the Service. Customer remains responsible for maintaining its own records of Items Issued Data, including copies of the Items Issued Files, for Customer's accounting record keeping, and internal control purposes.
- c. Busey is authorized and directed to honor and charge to the Account each Item presented to Busey whose magnetically encoded Item serial number and corresponding dollar amount match any listing in the Items Issued Data, without manual examination for signature verification or for any other purpose. Without limiting the foregoing, Busey is authorized to pay such matching Items regardless of whether (i) such Items are unsigned or stale-dated; (ii) any manual or facsimile signatures are genuine and authorized by or on behalf of Customer; (iii) such Items are in fact issued by Customer; (iv) such Items are made out to the intended payee; and (v) the amount of any such Items exceeds any general limitation otherwise specified by Customer for the Account. Customer agrees that such automated processing and payment of Items which match the Items Issued Data shall constitute ordinary care by Busey.
- d. For any Exception Item, Busey shall notify Customer of the Item number and amount of such Exception Item, and request Customer's instruction to either pay or return such Item. Busey shall also furnish a copy of such Item to Customer in an Exception List. Busey's notification to Customer regarding Exception Items shall be through a system generated e-mail on the next Business Day following the day the Items in question are presented to Busey for payment.
- e. For each Exception Item that is reported by Busey to Customer, Customer shall instruct Busey to either pay or return (dishonor) such Exception Item. Customer's instruction shall be given through use of the Treasury Management Online Banking Service, shall include the Item number and amount, and shall be communicated to Busey's Treasury Management Service Support Team prior to the Positive Pay Cut-Off Time on the same Business Day as Busey's notification to Customer regarding the presentation of such Item. If Customer fails to properly instruct Busey with respect to any Exception Item prior to the Cut-Off Time, then Busey is authorized and directed to act in accordance with Customer's written default procedures for the disposition of Exception Items (such default procedures are given by Customer in the Enrollment and Maintenance Form and may be changed by Customer upon five (5) Business Days prior written notice to Busey). Applicable law requires that Busey as the drawee/payor bank indicate the reason for returning Items presented to Busey for payment, and Busey is authorized to indicate as the reason for such return either "payment stopped," "refer to maker" or other reason Busey deems appropriate.

91. Limitations.

- a. Items Covered by Service. This Service applies to Items that are presented for payment to Busey through normal inter-bank clearings and at the teller window. It is not designed to compare Customer's list of issued Items against Items that are presented in any other manner (e.g., through an automated teller machine or by mail). At Busey's sole discretion, Busey may attempt to compare Customer's list with such Items, however, Busey will not be liable for failure or refusal to do so.
- b. Check Exceptions. Busey assumes no duty to identify and/or return duplicate Items, Items with duplicate serial numbers, miss-encoded Items, or Items lacking an encoded serial number. The Service does not apply to Items that have been finally paid before the effective date of any listing.
- c. Reliance on MICR Encoding. Busey will not be obligated to verify signatures on any Items that match the Items Issued Data Customer provides. Customer understands and agrees that Busey may compare Customer's information on approved Items with information which is encoded on the Items presented to Busey for payment. Busey will not be required to physically examine matching Items to confirm they are properly signed, completed and encoded. Busey may rely on such a process and the process will be deemed an acceptable standard of care for this Service and Account. Customer understands that the Service may not identify counterfeit or duplicate Items. As such, Customer shall review promptly all

statements, returned Items, reports and other Item and transaction information Busey makes available to them.

- d. Accuracy of Information. Customer shall provide Items Issued Data to Busey in the form and format that Busey specifies for this Service as stated in the Set-Up and Maintenance Form. Customer assumes full responsibility for the completeness and accuracy of all information furnished to Busey. Busey assumes no responsibility for detecting or correcting ambiguous, incomplete, untimely or inaccurate information provided by Customer. Busey's willingness to process nonconforming information will not be considered a waiver of any requirement of this Product Addendum, and Busey may discontinue processing nonconforming information without prior notice.
- e. Stale-Dated and Post-Dated Items. Busey may pay stale-dated and post-dated Items unless Customer places a stop payment order on such Items or removes them from the list of Items approved for payment. Stale dated Items will be an exception on which Customer will need to make a decision regarding disposition of the Item. Once the decision is made Busey will act on Customer's decision.
- f. Reporting. Upon request, Busey can provide Customer with reports detailing Item information. Busey makes no representation or warranty regarding the accuracy of these reports and makes them available only as an accommodation to Customer. Customer agrees to indemnify, defend and hold Busey harmless from every loss, liability and claim arising from information provided on, or excluded from, any reports provided by Busey.

92. Security Procedures.

The Service will be accessed via Busey's Treasury Management Online Banking Service. Customer and Busey shall comply with the Security Procedures requirements described, and agreed to, in the Treasury Management Online Banking Addendum. Customer acknowledges that the Security Procedures are used to verify the authenticity of, and not to detect errors in each Items Issued File. Busey shall conclusively presume that the Items Issued File has been submitted by an Authorized User, and Busey will regard the Items Issued File from such a person as being payment instructions authorized by Customer. The Items Issued File shall be effective as the instruction of Customer, whether or not authorized and regardless of the actual identity of the signer, sender, or transmitter thereof, if such Items Issued File is received in accordance with the applicable Security Procedures, and if Busey accepts the Items Issued File in good faith. In addition, the Treasury Management Online Banking system will provide a confirmation that the file transmission has been successful. Busey has no obligation to accept any Items Issued File that is not transmitted in compliance with the format requirements and the Security Procedures. Busey shall not be liable for any losses or costs suffered by Customer as a result of Busey's refusal to act upon any Items Issued File transmitted to Busey other than in accordance with the Security Procedures.

93. Stop/Void Items Issued File.

The following Security Procedure is available for Customer to instruct Busey to stop/void Items Issued File data prior to the settlement of the Item.

"Stop Payment" indicates the Items on which Customer seeks to stop payment. Customer will also need to follow Busey's instructions to stop payment on the actual Item.

"Voided Check" indicates Items that Customer has issued but does not intend to be negotiated.

If Customer wishes to perform a stop/void, Customer's Administrator or other Authorized User must transmit the Items Issued File data to be stopped/voided in the next Business Day's transmission to Busey along with the current Items Issued File (if any) using the appropriate transaction code.

94. Items Issued File.

Customer is solely responsible for the proper formatting, accuracy, completeness, and timely delivery of each Items Issued File delivered or transmitted to Busey by or on behalf of Customer. Any Items Issued File received by Busey after the Cut-Off Time established by Busey may be treated by Busey as received on the following Business Day. Busey is not responsible for detecting errors contained in any Items Issued File, and Busey is entitled to rely on the information contained in each Items Issued File, and in the Items Issued Data maintained by Busey reflecting all such Items Issued Files transmitted by Customer, as being correct, complete, and up-to-date. If Busey rejects any Items Issued File, Busey will endeavor, but is not obligated, to notify Customer by phone, Electronic Transmission, or other reasonable means by its Cut-Off Time on the same Business Day. If Customer's transmission of any Items Issued File is rejected by Busey because it does not conform to the applicable requirements, Customer shall prepare and transmit a corrected Items Issued File to Busey. Customer's cancellation or amendment of any Items Issued Data previously transmitted to Busey for any Item in a Items Issued File shall not be effective or binding upon Busey after (i) that Item has been presented to Busey and (ii) Busey has either paid, certified, or settled for the Item, and Busey shall not be obligated to revoke

the settlement for any such Item.

95. Back-Up Process.

If the Busey Treasury Management Online Banking or Mobile Banking Service is not available and/or Customer cannot access the system to review the Exception List, Busey may, in its sole discretion and to the extent that Busey has received the requisite Item Issued File, e-mail an Exception List to Customer. In the event that Busey provides customer with an Exception List via secure e-mail, Customer must notify Busey of its "pay" or "return" decision by the deadline by e-mailing a completed copy of the form to Busey. Busey will then process the Exception Items in accordance with the provisions above.

96. Customer Liability.

Customer agrees to indemnify and hold Busey harmless as set forth in this Product Addendum from and against any and all other claims, demands, losses, liabilities, or expenses (including attorneys' fees and court costs), resulting directly or indirectly from the delay or failure of Customer to deliver correct and conforming Item Issued Data to Busey or Busey's return of Items which do not match the Items Issued Data, or for which Item Issued Data has not been received by Busey in accordance with the Security Procedures.