

Heartland Bank and Trust Company
401 N. Hershey Rd., Bloomington, IL 61704 McLean County

Commercial Card Terms

Notice: Read and retain this copy of your Agreement and Truth in Lending Disclosure for future reference.

DEFINED TERMS. In these Terms, the word “Customer” means the entity applying for credit with Heartland Bank and Trust (“Bank”). The words “Master Account” mean a non-card account that contains all Customer Information, Customer credit limit, and issuing guidelines. The words “Related Account(s)” mean all individual cardholder accounts that are issued under the Master Account. The term “Authorized Cardholder” means any individual listed in Section 4 of the Commercial Card Terms completed by Customer seeing forth, among other things, the name and address of each individual cardholder who is duly authorized by the Customer to use a Related Account and properly designated pursuant to Section 5 hereof. The words “Commercial Card Fee Schedule” means Section 7 of the Commercial Card Terms. The word “Guarantor” means those individuals who execute a separate personal guaranty.

REQUEST FOR CARDS. Subject to Bank’s approval upon Customer’s written request. The bank will establish card accounts which Authorized Cardholders may use to conduct business transactions. Each card shall be valid for the term indicated thereon, unless the Bank has canceled such card. Each card issued at Customer’s request will bear Customer’s name, together with the name of the Authorized Cardholder, and will represent a Related Account of Customer. Each Related Account will be governed by these Terms.

USE OF CARDS AND ACCOUNTS. The Related Accounts may be used only for authorized business purposes. As business accounts, the Related Accounts are not subject to any statutes or regulations that apply to credit primarily for personal, family, or household purposes to the extent permitted by applicable law. Bank may, from time to time, give Customer notices or take other actions required for consumer purpose accounts without making the Related Accounts subject to such laws or regulations.

Customer is responsible for instructing all Authorized Cardholders, and for ensuring, that the Related Accounts and any cards issued thereunder are to be used only to pay for business expenses. Customer shall indemnify and hold harmless Bank from any and all liability, loss, or expense, including attorney’s fees, arising from or out of any violation or alleged violation of the Truth – In – Lending Act or Regulation Z made or asserted against Bank based upon any use of the Related Accounts and any cards issued thereunder for an alleged consumer purpose.

Customer promises to pay and be responsible for paying Bank for all credit extended under the Related Accounts for any purpose or by any means whatsoever, as well as for all finance charges and other fees and charges that may be assessed against the Master Account and all Related Accounts. This responsibility includes credit extended for business and consumer purposes through the use of a card for purchases of merchandise and/or services.

DESIGNATION OF AUTHORIZED CARDHOLDERS. Customer represents and warrants to Bank that each Authorized Cardholder is a current employee or agent of Customer. Only duly authorized employees, owners, officers, members, or partners of Customer may be designated as Authorized Cardholders of Related Accounts. When Customer requests cards, it will list the name of the Authorized Cardholder and other information requested by Bank, such as address, credit limit, etc., for each card requested. Bank will mail the requested cards to each Authorized Cardholder at Customer’s business address, unless the Customer furnishes Bank, in writing, other instructions. Customer is responsible for instructing each Authorized Cardholder to sign the card and to use it only as instructed in Section 3 herein. Bank and any merchant or bank may rely upon individual’s possession of the card, signed by the Authorized Cardholder, as its sole evidence of the cardholder’s authorization, and shall have no duty to question the purpose or nature of the use by such individual.

TERMINATING AUTHORIZATION. Customer may terminate an Authorized Cardholder’s authorization to use the card by notifying the Bank in writing. To the extent permitted by applicable law, Customer shall be liable, prior to notification of termination of authorization, for

all charges made on the Related Account by the individual to whom the card and/or cards were issued or who was authorized by Customer to use the card, and Bank and any merchant or bank may rely on the individual's continuing apparent authority to use the card.

CREDIT LIMIT: SERVICE CHARGE FOR EXCEEDING LIMIT. The overall credit limit established for the Master Account and the individual credit limit for each Related Account will include the total of the account charges which include, without limitation, charges for purchases, fees and costs assessed to the account. Customer will be responsible for seeing that the balance of each Related Account does not exceed the credit limit for that account established for Customer by Bank, and that the total of all Related Account balances does not exceed the credit limit established for Customer's Master Account by Bank. Bank may, but need not, permit transactions on the Related Account that would cause the total Master Account and/or Related Account balance to exceed the application credit limits. Furthermore, Customer agrees to pay any such over limit charges immediately.

If any credit limit established for the Master Account or any Related Account by Bank is exceeded, Bank may review, in its discretion, the account in question for all Customer's account, and, in Bank's sole discretion, take no action, or revoke and cancel all privileges arising hereunder with respect to the account in question or all Customer's accounts. The credit limit Bank has established for the Master Account is specified on the billing statement.

PAYMENTS. Each month Bank will deliver Customer a billing statement for the Master Account, reflecting the total of all activity for all Related Accounts during the preceding billing cycle. The Customer agrees to pay on or before the "Payment Due Date" shown on the monthly periodic statement the entire New Balance, or a Minimum Payment equal to an amount which is 2.5% or \$25, whichever is greater. If the New Balance is \$25 or less, the Customer agrees to pay it in full. A Customer may make extra payments in advance of the due date without a penalty, and Customer may repay any funds advanced, credit extended or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains in the Customer's Account.

LATE CHARGE ON DELINQUENT PAYMENT. Customer shall be responsible for paying Bank a late charge of \$25 if a payment is 1 day or more days past due. Customer shall also be responsible for payment of all expenses of collection incurred by Bank, including reasonable attorney fees incurred prior to litigation to collect any payment, and attorney fees in any litigation and on appeal or review. Payment of late charges shall not cure any default, whether caused by late payment or otherwise. The provisions of this section shall also be applicable with regard to all amounts owned at the time the Master Account is established.

LIABILITY; SECURITY. As collateral security for repayment of all amounts due hereunder, as well as to secure any and all other loans, notes, indebtedness and obligations that Customer (or any Guarantor) may now or in the future owe to Bank or incur in Bank's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Customer hereby grants to Bank a continuing security interest in any and all present and future funds on deposit with the bank including certificates of deposit and other deposit accounts in which Customer is account holder (with the exception of IRA, pension and other tax-deferred deposits), as well as any other assets pledged to Bank under a UCC-1 financing statement. Customer agrees that, should there be a default hereunder, Bank may at any time thereafter apply any such funds on deposit with the Bank, including certificates of deposit and other deposit accounts in which Customer or any unpaid balance of the Master Account and any and all other present and future indebtedness and obligations that Customer may then owe to Bank.

LOST OR STOLEN CARDS. In the event of the possible loss or theft of a card or possible unauthorized use, Customer will notify Bank immediately. Customer shall be liable for paying Bank all card transactions that occurs before Bank is notified of the loss, theft, or possible unauthorized use. Customer also agrees to give Bank and/or any law enforcement authority all reasonable assistance with any prosecution of unauthorized user, including without limitation, obtaining an affidavit or similar written, signed statement from the Cardholder. Customer will make every reasonable effort to recover the card from any person whose authority to use the card Customer intends to terminate, or has terminated, or from any unauthorized Cardholder. Customer will cooperate in all legal action against such person, and in connection therewith, will promptly provide all available information and will cause Customer's employees to testify.

RETURNED CHECK FEE. The bank will charge you a Returned Check Fee of \$25 each time you pay us with a payment that is returned unpaid. We will charge this fee the first time any payment is returned unpaid, even if it is paid upon resubmission.

ANNUAL FEE. The VISA Business Rewards Card has an annual fee of \$50.

CANCELLATION BY BANK; SURRENDER OF CARD; REFUSAL TO HONOR CARD AND CANCELLATION BY CUSTOMER. The cards are property of Bank and, except as otherwise required by applicable law, Bank may, without liability or notice to Customer or any Authorized Cardholder, suspend, revoke or cancel all or any part of the privileges of the Master Account and/or any Related Account.

Customer may cancel the Master Account, and Customer may cancel one or more Related Accounts, at any time by giving Bank written notice at 401 N. Hershey Rd., Bloomington, IL 61704. Cancellation will be effective only after Bank has received written notification. Customer remains liable for all obligations resulting from the use of the Related Accounts, even after Bank receives written notice of cancellation. Customer also remains obligations to pay Bank all amounts owed on the Master Account and/or Related Accounts, including any amounts for which Customer has not yet been billed.

Upon any cancellation of the services provided hereunder (i) the entire balance outstanding on all Card Accounts becomes immediately due and payable and (ii) Customer will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards.

Customer shall ensure that no new transactions are made on the Master Account or any Related Accounts. However, if any transactions are made after cancellation, Customer will continue to be liable until they are paid in full.

DEFAULT. If Customer fails to make a required payment when due or breaks any other promise under these Terms, Bank can declare the entire balance of the Master Account and any Related Accounts due and payable at once without notice or demand. Bank can also do this if (i) Customer makes any false or misleading statements on its Application or in any other information provided to Bank while these Terms are in effect, (ii) Customer is in default under any other agreement with Bank, (iii) a voluntary or involuntary bankruptcy case is filed by or against Customer, or a receiver or trustee for the benefit of creditors is appointed for Customer, or (iv) Customer or Bank cancels the Master Account.

No delay or omission by Bank to exercise any right hereunder shall impair such right or be construed to be a waiver of any default or an acquiescence therein, and the authorization of transactions shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude other or further exercise thereof of the exercise of any other right, and no waiver, amendment, or other variation of the terms, conditions, or provisions of these Terms whatsoever shall be valid unless in writing signed by Bank, and then only to the extent in such writing specifically set forth. All remedies contained herein or by law afforded shall be cumulative and all shall be available to Bank until the Customer's obligations hereunder have been paid in full.

AMENDMENTS. Bank may change the terms of this Agreement, including the periodic rate, at any time subject to such notice as may be required by applicable law. If you use your Card or Account to make a purchase after having been given notice of a change in terms, you agree that the existing balance in your Account at the time of that use will be subject to the new terms, as shall subsequent uses.

LIABILITY FOR UNAUTHORIZED USE. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized user of your Card if you notify us orally or in writing at the Dispute Center, 11601 Roosevelt Blvd, St Petersburg, FL 33716, telephone number 844-448-0199, of the loss, theft, or possible unauthorized user. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or you Card. In any case, your liability for unauthorized user will not exceed \$50 and you will not be liable for any unauthorized user that occurs after you notify us (or our designee) at the address or telephone number above.

YOUR BILLING RIGHTS – KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement. If you think there is an error on your statement, write to us at Heartland Bank and Trust Company, 401 N. Hershey Rd., Bloomington, IL 61704, or via the web at www.hbtbank.com.

In your letter, give us the following information: Your name and account number, the dollar amount of the suspected error. If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter. When we receive your letter, we must do two things: Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error: We cannot try to collect the amount in question or report you as delinquent on that account. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. While you do not have to pay the amount in question, you are responsible for the remainder of the balance. We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen: If we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. If we do not believe there was a mistake, you will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe, and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true: The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: None of these are necessary if your purchase was based on an advertisement we mailed to you, if we own the company that sold you the goods or services.) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at Heartland Bank and Trust Company, 401 N. Hershey Rd., Bloomington, IL 61704, or www.hbtbank.com.

While we investigate, the same rules apply to the dispute amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

CUSTOMER SERVICE. 844-448-0199 – 24 hours a day / 7 days a week. (Please have Account information available.)

Authorization: I certify that I am at least 18 years of age, and that I have read and agree to all the terms, authorizations and disclosures contained on this form and that everything I have stated in the detachable certificate is true and correct. I authorize the Bank names on this certificate to check my credit record and to verify my credit, employment, and income references. I understand that the use of any card issues in conjunction with this offer will constitute my acceptance of and will be subject to the terms and conditions of the Card Agreement. I agree to be responsible for all charges incurred according to the Card Agreement. **I understand that the terms of my Account are subject to change as provided in the Card Agreement.**