

**eBUSINESS APPLICATION
CHEMICAL BANK**

Submit your completed/signed application: ***DO NOT email this application with your private information, it's unsecured.**

Deliver to your local Branch for verification/approval Questions, Call 866-804-4592 or email eBanking@chemicalbankmi.com

General Company Information:

*Company Name: _____ *SSN or EIN: _____

*Location Address: _____ MI _____
(Street) (City) (State) (Zip)

*Mailing Address: _____ MI _____
(Street) (City) (State) (Zip)

Company Administrator: (ONLY ONE ADMINISTRATOR PER COMPANY)

Note: The Administrator named on the application will have the authority to:

- Assigns Users and their associated rights
- Change Plan Information
- Reset company user lockouts
- Request Changes to the Maximum Daily Limit for the Company

*Admin ID: _____ *Phone: () - _____ Ext.: _____
First Initial + Last Name (must have a minimum length of 4 characters, maximum length of 14 characters)

*E-Mail Address: _____

*Signature: _____ *Printed Name: _____ *Date: _____
Company Administrator Signature for future request signature verification

Plan Selection:

<input checked="" type="checkbox"/> BASIC Services <i>Attached Agreement is NOT required</i>	<i>View account & transfer money</i>	FREE
<input type="checkbox"/> Bill Pay Service <i>Enable for <u>online registration</u></i>	Primary Funding Acct:	10 Free pmts (\$.55 for each one after)
	<i>Additional funding accounts can be added after activation is completed to Pay Bills Online.</i>	
<input type="checkbox"/> Onsite Visit (optional for ACH, training, etc.)	<i>Chemical Bank will call to schedule</i>	\$100 per visit (Can not be waived.)
<input type="checkbox"/> ACH Rules-Corporate Edition (optional)		Discounted \$15.00 <u>annual</u> fee for booklet copy
<input type="checkbox"/> Traditional Services		
Option 1 - A la carte		
<input type="checkbox"/> ACH (Payroll, Payments & Receipts)	**Maximum Daily Limit \$ _____	\$25.00 1 time new company setup fee \$9.95 per month + \$0.30 per transaction
<input type="checkbox"/> Tax Payments	\$ _____	\$4.95 per month (no per item fee)
<input type="checkbox"/> Wire Transfers	\$ _____	\$4.95 per month (regular \$20 domestic or \$35 international fees still apply) <i>Option 1 - fee will apply for each feature chosen</i>
<input type="checkbox"/> Traditional Services		
Option 2 - BUNDLED		
<input type="checkbox"/> ACH (Payroll, Payments & Receipts)	**Maximum Daily Limit \$ _____	\$25.00 1 time new company setup fee \$39.95 per month + \$0.12 per transaction
<input type="checkbox"/> Tax Payments	\$ _____	Included free (no per item charge)
<input type="checkbox"/> Wire Transfers	\$ _____	Included free (regular \$20 domestic or \$35 international fees still apply)
**Maximum Daily Limits: Company must indicate the Daily limit required, and an amount that will not be exceeded. Change requests must be in writing from a single signer listed on the Resolution on file with the bank. Without a Resolution, all signers must approve a change or be the named Company Administrator designated above.		
**Bank Approval of Requested Limits:		
*Signature _____ (must be on Service/Limit Approver List)	Printed Name and Title _____	*Date : _____
<input type="checkbox"/> PREMIUM Services	*Stale Date	\$25.00 1 time new company setup fee
<input type="checkbox"/> Check Reconciliation Only	at _____ days	\$14.95 per month + \$0.05 per Issue*
<input type="checkbox"/> Check Reconciliation and Positive Pay		\$39.90 per month + \$0.05 per Issue* + \$0.50 per Exception
<i>Additional Fees (assessed at transaction time):</i>		
	Stop Payment Fee	\$27.00 each
	NSF/Overdraft Fee	\$29.00 each
	Returned Deposited Item Fee	\$5.00 each
	Domestic Wire Transfer Fee	\$20.00 each
	International Wire Transfer Fee	\$35.00 each

Accounts:

Enter the Chemical Bank accounts to which the Company desires Internet access.

***Primary Account/Service Charge Information**

	<u>*ACCOUNT NUMBER</u>	<u>*TYPE OF ACCOUNT</u>	<u>*ACCOUNT OWNER(S)</u>
<input type="checkbox"/> Add	_____	<input type="checkbox"/> checking	_____
<input type="checkbox"/> Remove	_____	<input type="checkbox"/> savings	_____
		<input type="checkbox"/> time deposit	
		<input type="checkbox"/> loan	

Note: All fees associated with requested services will be debited from the Primary Account on the first business day of each month.

Additional Accounts:

	<u>*ACCOUNT NUMBER</u>	<u>*TYPE OF ACCOUNT</u>	<u>*ACCOUNT OWNER(S)</u>
<input type="checkbox"/> Add	_____	<input type="checkbox"/> checking	_____
<input type="checkbox"/> Remove	_____	<input type="checkbox"/> savings	Applicant named above.
		<input type="checkbox"/> time deposit	
		<input type="checkbox"/> loan	
<input type="checkbox"/> Add	_____	<input type="checkbox"/> checking	_____
<input type="checkbox"/> Remove	_____	<input type="checkbox"/> savings	Applicant named above.
		<input type="checkbox"/> time deposit	
		<input type="checkbox"/> loan	
<input type="checkbox"/> Add	_____	<input type="checkbox"/> checking	_____
<input type="checkbox"/> Remove	_____	<input type="checkbox"/> savings	Applicant named above.
		<input type="checkbox"/> time deposit	
		<input type="checkbox"/> loan	
<input type="checkbox"/> Add	_____	<input type="checkbox"/> checking	_____
<input type="checkbox"/> Remove	_____	<input type="checkbox"/> savings	Applicant named above.
		<input type="checkbox"/> time deposit	
		<input type="checkbox"/> loan	

By Signing Below, You Agree As Follows:

The undersigned authorized representative(s) hereby certifies that their company resolution(s) allow for them to enter into this agreement on behalf of their company and as such:

- The organization shall execute an e-Banking application and enter into a e-Banking account agreement.
- The accounts of the organization listed above shall be accessible through the e-Banking service.
- The organization assumes all responsibility for maintaining the confidentiality of the PIN issued in connection with the e-Banking service and for access obtained through e-Banking to the organization's deposit accounts or other accounts (if any) also accessible through the e-Banking service.
- Chemical Bank may rely on this agreement until it receives written notice.
- The individual signing below certifies that the resolutions have been validly adopted and are in full force and effect and that the above information is true and correct.
- For e-Banking Services, you will receive important information required by the Electronic Funds Transfer Act electronically on our website <http://www.chemicalbankmi.com>. Please read this notice carefully and keep a copy for your records.
 - e-Banking Access Agreement and EFTA Disclosure is available anytime on the e-Banking Information web page.
 - We may provide changes to the disclosure, agreements or services offered electronically in the future.
 - To receive this information you will need a computer with Internet access and an email address.
 - Information can also be requested by e-mailing eBanking@chemicalbankmi.com or by contacting 1-866-804-4592.

Date: _____

	Customer Signature	Title
--	--------------------	-------

Date: _____

	Customer Signature	Title
--	--------------------	-------

Date: _____

	Customer Signature	Title
--	--------------------	-------

FOR BRANCH USE ONLY:

- *Date completed by branch _____
- * Level of service and pricing discussed with customer and marked on the application.
- * All accounts to be accessed are listed on the application tied to the TaxID
- * Request is completed and signed by authorized company person(s)
- * Form signatures match attached Current Resolution OR Sig Cards (ALL signers)
- * Exception approval to have both commercial & personal or multiple commercial accounts under a single application
- * If Application is Faxed; Send Original Signed Application to e-banking (Marked ORIGINAL)

FOR e-BANKING USE ONLY:

- Verified correct signer(s)
- IB Coded
- Reg E Checked
- Ready for Input
- Input By, Date _____
- Audit ____/____
- Br. Verification
- Signatures
- Letters

*FORM VERIFICATION BY:

*Name _____ *Phone# _____ *Branch # _____ *Fax# _____

(Branch Contact)

- SPECIAL INSTRUCTIONS OR AUTHORIZATIONS Attached:
- EXCEPTIONS/SPECIAL INSTRUCTIONS: (please describe each clearly) _____

Signature: _____ Printed Approver Name: _____

(Must be on Exception Approver List)

* If FAXED to: 989.633.3800 ALSO send original application marked "ORIGINAL" and any attachments via interoffice mail to e-banking Dept.; Midland Main

FOR TREASURY MANAGEMENT USE ONLY

- LH TK KS

**AGREEMENT FOR
PAYMENT OF FUNDS BY ELECTRONIC MEANS**

THIS AGREEMENT is made this _____ day of _____, 20 , By and between CHEMICAL BANK, a Michigan banking Corporation (the "Bank") and _____ (the "Company")

1. Adoption of Rules. The operating rules of the National Automated Clearing House Association (NACHA) and the Payments Authority, including all applicable schedules and appendices, and the Chemical Bank/Payments Authority user manual for customers, as amended from time to time (hereinafter collectively referred to as the "Rules") are hereby adopted, made a part of and incorporated into this Agreement. The Company agrees to be bound thereby and does hereby assume and agree to discharge fully and timely each and all of the responsibilities of a "Company" under the Rules. Terms defined in the Rules and used in this Agreement shall have the meaning assigned to them in the Rules, except as context clearly otherwise requires.

2. Customer Agreement; Warranties Respecting Entries. The Company agrees that, as to all debit and credit entries, it has complied and will comply in all respects with all applicable laws and with the Rules, including but not limited to the requirements concerning standing authorizations. The Company also affirms and undertakes, for the benefit of the Bank and for the benefit of those other parties dealing with entries initiated on the Company's behalf, vis., The Payments Authority, the Automated Clearing House, the Federal Reserve Bank and its branches, and every Receiving Bank, for each and every debit or credit entry presented to the Bank

(a) The entry is accurate, is timely and has been authorized by the party whose account will be credited or debited; and

(b) Each debit entry represents an amount due and owing the Company by the Customer whose bank account is to be charged, or is a correction of a previously transmitted erroneous credit entry.

The Company shall indemnify the Bank and those other parties identified above as dealing with the entries against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

3. Bank Obligations. *The Bank will process, transmit, and settle for any entries received from the Company which comply with the terms of the Agreement, including the security procedures, in a timely manner and in accordance with the Rules.*

4. Provisional Credit. The Company acknowledges that the Rules make provisional any credit given for an entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the entry shall not be deemed to have paid the party.

5. Cancellation or Amendment of Entries. The Company shall have no right to cancel or amend any entry/file after its receipt by the Bank. However, the Bank shall use reasonable efforts to act on a request by the Company to cancel an entry/file before transmitting it to The Payments Authority or crediting an on-us entry. Any such request shall comply with the applicable security procedures. The Bank shall have no liability if it fails to effect the cancellation.

6. Rejection of Entries. The Bank may reject any entry, including an on-us entry, which does not comply with the Rules or any applicable law or otherwise fails to comply with the terms of this Agreement. The Bank shall notify the Company by telephone of such rejection no later than the business day such entry would otherwise have been transmitted by the Bank to The Payments Authority or, in the case of an on-us entry, its effective entry date.

7. Notice of Returned Entries. The Bank shall notify the Company by telephone of the receipt of a returned entry from The Payments Authority no later than one business day after the business day of such receipt. The Bank shall have no obligation to re-transmit a returned entry if the Bank complied with the terms of this Agreement with respect to the original entry.

8. Reversals. The Company may initiate a reversing entry or file of entries for erroneous or duplicate transactions, as permitted by the Rules.

9. Maintenance of Account. The Company agrees to establish a demand deposit account with the Bank and to maintain therein balances as requested by the Bank from time to time in an amount sufficient to pay all charges of the Bank and to permit debits to the account equal to credit entries generated on the Company's behalf. An advice of such balance and the time for establishing the same will be provided by the Bank to the Company from time to time.

10. Periodic Statement. The periodic statement issued by the Bank for the Company's account will reflect entries credited and debited to the Company's account. The Company agrees to notify the Bank within a reasonable time not to exceed thirty (30) days after the Company receives a periodic statement of any discrepancy between the Company's records and the information in the periodic statement.

11. Inconsistency of Name and Account Number. The Company acknowledges that, if an entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver.

12. Format of Company Data. The Company, or its agents or assigns as it solely determines, agrees to provide the Bank with data input for entries to be generated on the Company's behalf in conformity with the Rules and in the format required by the Rules' appendices. All such data input, and any corrections, modifications, revocations or other adjustments thereto, shall be generated by the Company and delivered to the Bank electronically in conformity with Bank Operating Guidelines, a copy of which is attached hereto as Exhibit A.

13. Company Agents; Fees. The Company agrees to provide the Bank with a certificate setting forth those persons who are authorized to act on the Company's behalf with respect to entries, adjustments and other matters which are the subject matter of this Agreement and who are authorized to receive reports and other information provided by the Bank to the Company from time to time. Authenticated signatures of such persons will be supplied at the Bank's request. Unless and until the Bank receives written notice to the contrary, it shall be entitled to rely upon the authority of the persons so designated.

The charges of the Bank for the services to be performed by it under this agreement are set forth in the application requesting service as well as on the website login page for Internet Banking.. The Bank may change the scheduled charges on a semi-annual basis. The Bank shall give Company not less than 30 days advance written notice of any such change; such change will be deemed to have been accepted by Company unless Company gives Bank written notice of its decision to terminate this Agreement during the 30 day period immediately preceding the effective date of such change. Such termination shall be in accordance with the provisions of Section 17 of this Agreement.

14. Payment Terms. In the event services are not automatically deducted from an account authorized by the Company, the Bank shall invoice the Customer monthly for services rendered the previous month. Customer shall pay invoices net thirty (30) days after receipt of invoice.

15. Limitation on Liability; Indemnification.

(a) Bank Responsibilities. Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for acts or omissions by the Bank or its agents or employees which shall constitute gross negligence or willful misconduct. Bank shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any entry received from Company) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, and receiver or receiving depository financial institution (including without limitation the return of an entry by such receiver or receiving depository financial institution), and no such person shall be deemed Bank's agent. In no event shall the Bank or its agents or employees be liable for any delay in transmitting credit entries, due to failure of any of the Bank's data handling equipment to operate or other causes beyond control of the Bank. Company agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Company or any other person described in this paragraph.

(b) Bank Liability. Further, it is agreed the liability of the Bank in all events shall not exceed an amount equal to the dollar amount of the entries which are the subject matter of any claim and there shall be no liability of the Bank for consequential, special, punitive or indirect loss or damages which Company may incur or suffer in connection with this Agreement.

(c) Force Majeure. Without limiting the generality of the foregoing provisions, Bank 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, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Interest Adjustment. Subject to the foregoing limitations, Bank'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 Bank's option, payment of such interest may be made by crediting the account of the Company or of the Customer that suffered the loss of interest.

16. Compliance with Security Procedures.

(a) If an entry (or a request for cancellation or amendment of an entry) received by Bank purports to have been transmitted or authorized by Company, it will be deemed effective as Company's entry (or request) and Company shall be obligated to pay Bank the amount of such entry as provided herein even though the entry (or request) was not authorized by Company, provided Bank acted in compliance with the security procedure referred to in the Operating Guidelines, with respect to such entry. If signature comparison is to be used as a part of that security procedure, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of entries (or request for cancellation or amendment of an entry) received with the signature of any authorized representative of Company (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such authorized representative.

(b) If an entry (or request for cancellation or amendment of an entry) received by Bank was transmitted or authorized by Company, Company shall be obligated to pay the amount of the entry as provided herein, whether or not Bank complied with the security procedure referred to in the Operating Guidelines with respect to that entry and whether or not that entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

17. Termination. Either the Company or the Bank may terminate this Agreement upon ninety days written notice to the other party but until such notice, this Agreement shall continue in full force and effect. In the event of termination, the rights and obligations of the parties hereunder shall terminate as of the effective date of such termination, provided however that as to entries processed prior to the effective date of such termination, the rights and responsibilities of the parties shall continue.

18. Amendments. From time to time Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, any schedule, or the Operating Guidelines. With the exception of changes to the fee schedule, which shall be governed by Section 13 of this Agreement, such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Bank's notice to Company.

19. Miscellaneous. This Agreement shall bind and inure to the successors and assigns of the parties hereto and shall be governed by the laws of the State of Michigan, where it is delivered and is intended to be performed. This Agreement may be executed in several counterparts, each of which shall be deemed an original agreement. The Company represents this Agreement has been duly authorized by appropriate corporate action of the Company and constitutes its valid, binding and enforceable agreement. The Bank shall have no obligation to transmit entries if the Company is in default of any of its obligations under this Agreement, including the obligation to pay the Bank for each credit entry.

20. Complete Agreement. This Agreement replaces any prior discussions or negotiations of Company and Bank, and represents their complete agreement.

21. Assignment. Company, its agents or assigns, may not assign this Agreement or any rights or duties hereunder without the Bank's prior written consent.

22. Contact Us. Company may contact Bank by email, telephone, facsimile or postal mail.

Email: ebanking@chemicalbankmi.com
Telephone: 1-(866) 804-4592.
Facsimile: 1-(989) 633-3800.
Postal Mail: Chemical Bank - Attn: Electronic Banking
333 E. Main Street, PO Box 569
Midland, MI 48640-0569

IN WITNESS WHEREOF, the Company and the Bank have set their hands on the day and year first above written.

Chemical Bank

Company Name

By: _____

Its: _____
Title

Signature

By: _____

Its: _____
Title

Signature

Exhibit A:

Bank Operating Guidelines

Types of Entries, Maximum Daily Limits, Format, Delivery Methods, Transmission Day and Cut-Off Times

1. Types of Entries. The following types of Entries (services) are authorized by this agreement.
 - (a) Payroll
 - (b) Wire Transfers
 - (c) Tax Payments
 - (d) ACH Payments
 - (e) ACH Receipts
 - (f) Sent Files
2. Maximum Daily Limits. The maximum daily limits are defined by service in the original commercial application. Customer requests to change these limits are in writing using the Service & Maximum Daily Limit Change Form for E-banking or MVP as appropriate.
3. File Format. Each Entry must be formatted in specifications approved by the National Automated Clearing House Association (NACHA) and the Payments Authority in the Rules. A copy of the Rules were provided with this agreement at the time of application.
4. Delivery Methods.
 - (a) Electronic Transmission. The ACH file must be process or transmitted via one of the following methods.
 1. Processed directly by Company via E-banking Internet.
 2. Transmitted by Company as "Sent File" via E-banking Internet. Pulled and Processed by Bank.
 3. Transmitted by Company via MVP Internet. Pulled and Processed by Bank.
 4. Transmitted by Company via MVP Touch-Tone. Processed by Bank.
 5. Transmitted by Company via MVP PC-to-PC. Processed by Bank.
 - (b) Diskette/CD Delivery. On an exception basis where Company is experiencing system problems and the deadline nature of the file requires an alternate method of delivery outside the normal electronic methods noted above, the ACH file must be delivered on a 3 ½ inc diskette or CD to a local branch office along with a completed ACH Payroll File-Alternate Delivery Method Exception Form. The form is signed by Company individual authorized for payroll files; approved by Bank and faxed to the E-banking Department. The file is uploaded, virus scanned and emailed via Bank network
5. Company Transmission Day/Time. **2:00 p.m.** on the Transmission Day
 - (a) Payroll **2 Business Days** before the Effective Entry Date
 - (b) ACH Payments **2 Business Days** before the Effective Entry Date
 - (c) ACH Receipts **1 Business Days** before the Effective Entry Date
 - (d) Tax Payments **1-2 Business Days** before the Effective Entry Date
 - (e) Wire Transfers. **Same Day** as the Effective Entry Date
6. System/Bank Cut-Off Times. A small window from the Company Cut-Off Times must be allowed for Problem Resolution before the system Cut-Off times.
 - (a) Wire Transfers. **2:00 p.m.** on the Transmission Day (communicate with the Fed.)
 - (b) E-banking/MVP **3:00 p.m.** on the Transmission Day