

eBanking Access Agreement and Electronic Funds Transfer Act Disclosure

Agreement - This Agreement, which includes the Fee Schedule, Application Form, eBanking Service & Maximum Daily Limits Authorization and any amendment or addenda to any of the foregoing is a contract, which establishes the rules that cover your electronic access to your accounts at Chemical Bank ("BANK") through eBanking (Internet), Phone or Modem Banking Systems ("SYSTEM"). By using SYSTEM, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts as well as your other agreements with BANK, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal and state laws (except to the extent this Agreement can and do vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Banks successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Application Form and Fee Schedule, constitutes the entire agreement between you and BANK with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions - As used in this Agreement, the words "we," "our," "us" and "BANK" mean Chemical Bank. "You" and "your" refer to the account holder authorized by BANK to use SYSTEM under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through SYSTEM "Account" or "accounts" means your accounts at BANK. "eBanking" is the internet-based service providing access to your Bank account(s). "eBillPay" is the online service that enables the scheduling of bill payments using a personal computer. "Login ID" is the Customer-selected identification code used for connection to the Service. "Password/PIN" is the bank-generated code selected by BANK for use during the initial sign-on, or the codes you select after initial sign-on, that establishes your connection to the Service. "FI Key" the Financial Institution issued Pin number for added security of first login. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions and transfers to and from your BANK accounts using SYSTEM including bill payments. "SYSTEM Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" mean Monday through Friday, where holidays observed by the Bank are not included.

SYSTEM Services - You can use SYSTEM to check the balance of your BANK deposit and loan accounts, view BANK account histories, Pay Chemical Bank loans and transfer funds between your BANK accounts. For Phone Banking Users additional services are: Obtain interim statements by fax, and Inquire by check number or amount. For Internet Users additional services are: view check images, re-order checks, make stop payment requests, order Savings Bonds, change your address, and pay bills from your BANK accounts in the amounts and on the dates you request. **(Federal regulations restrict the number of electronic transfers from savings or money fund accounts to no more than six during each monthly statement cycle.)** Balance and activity information are available as of the previous business day.

Business SYSTEM Services - Business customers using SYSTEM will have the same Services available with the exception of ordering Savings Bonds online. In addition to the above stated Services, they would have the ability to Process ACH Transactions (including Payroll and Receipts), Wire Transfers, Reconciliation Services, Tax Payments and Sent Files(importing).

e-Personal Access - To use SYSTEM, you must have at least one account at BANK, access to Internet service and a valid email address. Once we have received your signed confirmation page, and verified your account information, we will email you confirmation of our acceptance of your application for first time access to the SYSTEM. For security purposes you are required to change your password/PIN upon your initial login. SYSTEM can be used to access only the BANK accounts, which you have designated for access, in your Application. You can add or delete BANK accounts from this Agreement by sending an email request (behind the pin; once logged on to SYSTEM). We undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the account holder.

e-Business Access - To use SYSTEM, you must have at least one account at BANK, access to Internet service and a valid email address. Once we have received your signed application form, and verified your account information, we will mail your confirmation of our acceptance of your application along with your Administrators Login information. For security purposes you are required to change your Company password/PIN upon your initial login, you will then be required to change your Login password/PIN upon your second login. SYSTEM can be used to access only the BANK accounts, which you have designated for access, in your Application Form. Access to your accounts through SYSTEM will be based upon the identification of users and authority levels specified by you in your Application Form. You can add or delete parties or BANK accounts from this Agreement by completing a new Application Form or amending your existing application form. We undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the account holder.

Access Lockout - Any SYSTEM LoginID that is not accessed for 90 days can be locked to avoid unauthorized access. Unlocking a LoginID requires a phone call to the eBanking Department at 1-866-804-4592. You will be

requested to provide specific information in an attempt to validate your identity as a valid signer on the account. **Accounts that continue to be inactive for 6 months will be removed from the system.**

Hours of Access - You can use SYSTEM seven days a week, twenty four hours a day, although some or all SYSTEM services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on BANK website.

Password/PIN - For security purposes, you are required to change your password/PIN upon your initial login to SYSTEM. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to SYSTEM will be locked. To re-establish your authorization to use SYSTEM, you must be able to answer 3 validation questions, to unlock your access yourself or you must contact us during normal business hours to have your password reset or to obtain a new temporary password. For Internet: We recommend that you create a password that utilizes both upper and lower case, alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down. For your protection, utilizing password save features are not recommended for financial applications. Do not leave your PC unattended while you are logged in to e-Banking. If you believe your Password has been lost or stolen, please use the Password change feature within e-Banking to change your Password immediately.

Security - You understand the importance of your role in preventing misuse of your accounts through SYSTEM and you agree to monitor your accounts regularly online and promptly examine your paper statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Password and Login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via SYSTEM is encrypted in an effort to provide transmission security and SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing BANK SYSTEM, or email transmitted to and from us, will not be monitored or read by others.

Fees and Charges - You agree to pay the fees and charges for your use of SYSTEM Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the BANK checking account designated as the "Primary Checking Account" on your Application Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of SYSTEM.

Posting of Transactions - Transactions processed through SYSTEM before their respective cut-off time (Eastern Time) on a business day are processed the same day. Transactions completed after their respective cut-off time (ET) on a business day, Saturday, Sunday or banking holiday will be posted on the next business day. For all transactions made using SYSTEM, the time recorded by SYSTEM will be considered the official time of the transaction. SYSTEM identifies transactions based upon the login ID of the user who made the electronic transaction. For Internet Users: Accordingly, you understand and acknowledge that SYSTEM will not reflect transactions made by multiple users from the same account. You agree to communicate with any other persons with authorized access to your accounts concerning any transactions from your accounts in order to avoid overdrafts

Transaction Type	Transmission Day	System Cut-Off Times
Transfers or Bill Payments	Same Day as the Effective Entry Date	8:00 p.m. (ET)
Wires	Same Day as the Effective Entry Date	2:30 PM (ET)
ACH transactions <ul style="list-style-type: none"> • Payroll • ACH Payments • ACH Receipts • Tax Payments 	<ul style="list-style-type: none"> 2 Business Days before the Effective Entry Date 2 Business Days before the Effective Entry Date 1 Business Days before the Effective Entry Date 1-2 Business Days before the Effective Entry Date 	3:00 PM (ET)

Availability of Funds - To complete a payment through the service, you must have sufficient available funds on deposit in your account or have a sufficient unused credit line that is tied to that account at the time of transaction though funds may not be debited for up to 48 hours.

Overdrafts (Order of Payments, Transfers and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: (1) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority; (2) Electronic fund transfers initiated through SYSTEM, which would result in an overdraft of your account may be canceled, at our discretion;

(3) In the event the electronic fund transfers initiated through SYSTEM, which would result in an overdraft of your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Joint Accounts - If your account is a joint account, the bank may act on the instructions it receives from any co-owner, including instructions to terminate the service or to transfer the service to a different account. This is true even if other agreements you may have with the bank state that withdrawals or requests for loans can be made only by written request or only on the request of more than one co-owner. Additionally, any notice given by the bank to any co-owner will be effective as notice to all co-owners.

Limits on Amounts and Frequency of SYSTEM Transactions - The number of transfers from BANK savings or money fund accounts are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

SYSTEM Bill Payment Service - You must designate the BANK account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice and maintained as they are changed by the payee; the amount of the payment; and the date you want the payment to be debited from your account. If the date of payment is not a business day, your payment will be processed on the next business day. Your account may be debited 1-2 business days after the transaction date. If your Account does not have sufficient funds to make the payment as of the date the payment is debited from your account, the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment. By using the SYSTEM Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

Scheduling SYSTEM Payments - You may choose to schedule payments to reoccur in the same amount at regular weekly, bi-weekly, monthly, semi-monthly, bi-monthly, quarterly, annually or semi-annually occurrences. If you are manually adding the payee information to the System, the first time payment will be sent by paper check and verified for ACH payment at the next payment date. Payees selected from the list of electronic payees will go electronically the first time. If the payee is to be paid by paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment for five to eight business days after the transaction date. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 72 hours after the transaction date. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account, incorrect payee account information which must be maintained to stay current with your invoice, insufficient funds in your Bill Payment Account or any circumstances beyond the control of the Bank.

Cancel a Bill Payment - To cancel a bill payment that you have scheduled through SYSTEM, you must cancel the payment online via SYSTEM (by following the onscreen instructions) before 8:00 p.m. (Eastern Time) on the date the payment is scheduled to be paid.

Stop Payment Requests - Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been paid, you CANNOT cancel or stop a bill payment, which has been paid electronically. You may be able to stop a SYSTEM bill payment paid by paper draft before the paper draft has cleared. (You will have to contact us by telephone to determine if it has cleared.) If the paper draft has not cleared, we will immediately process your stop payment request or we will notify you immediately if the paper draft has already cleared. You may initiate stop payment requests online via SYSTEM only for paper checks you have written (non-electronically) on your BANK accounts (not SYSTEM bill payer paper drafts.) Online stop payment requests are processed at 9:00 a.m. on the business day following the date the stop payment has been submitted online. To be effective, stop payment requests must precisely identify the name of the payee, the check number, the amount and the date of the check. If you make your stop payment request online or by telephone, we may also require you to put your request in writing and deliver it to us within 14 days after you call. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account.

We assume no responsibility for honoring this Stop Payment Order if the description of the item that you provided us is inaccurate or incomplete. If the check number is wrong or dollar amount is off by even a penny, our processing equipment may not catch the item in time. You agree to hold us harmless from all costs and expenses we incur, including any attorney's fees for consultation, at trial, and any appeals due to our refusal to pay the item. You agree not to hold us liable if the item is paid contrary to this Order and the payment is due to incorrect information you supplied. Your Logon is the same as giving written permission to order an online stop payment. This order and other written orders are valid for six months (180days) from the date the Stop payment is placed and will automatically terminate after six months unless renewed in writing.

Periodic Statements - You will not receive a separate SYSTEM statement. Transfers to and from your accounts using SYSTEM will appear online and on the respective periodic paper statements for your BANK accounts.

In Case of Errors or Questions about Your Electronic Transfers & payments, if you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared. When you contact us: (1) Tell us your name and account number. (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information. (3) Tell us the dollar amount of the suspected error. (4) Tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount and the payee account number for the payment in question. If you contact us by telephone or by email, we may require that you send us your complaint or question in the form of paper writing by postal mail or fax within 10 business days. We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not provisionally credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

Your Liability for Unauthorized Transfers - CONTACT US AT ONCE if you believe your password/PIN has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any).

If you contact us within two business days after you learn of the loss, theft, compromise or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within two business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500. Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time period.

Our Liability for Failure to Make a Transfer - If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance: (1) If, through no fault of ours, you do not have enough money in your account to make a transfer. (2) If a legal order directs us to prohibit withdrawals from the account. (3) If your account is closed, or if it has been frozen. (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts. (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation. (6) If any electronic terminal, telecommunication device, or any parts of the SYSTEM electronic fund transfer system is not working properly and you knew about the problem when you started the transfer. (7) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date and payment amount for the payee on a bill payment. (8) If you have not properly followed the on-screen instructions for using SYSTEM. (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken. (10) Improper handling or transmission by a third party.

Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the SYSTEM Services provided to you under this Agreement. We do not and cannot warrant that SYSTEM will operate without errors, or that any or all SYSTEM Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to SYSTEM, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, except as specifically provided in this Agreement, in no event shall the liability of BANK and its affiliates exceed the amounts paid by you for the services provided to you through SYSTEM.

Your Right to Terminate - You may cancel your SYSTEM service at any time by providing us with written notice by postal mail, fax, or email (behind the pin; once logged on to SYSTEM). Your access to SYSTEM will be suspended within three business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred before the date of cancellation.

Our Right to Terminate - You agree that we can terminate or limit your access to SYSTEM Services for any of

the following reasons: (1) Without prior notice, if you have insufficient funds in any one of your BANK accounts. SYSTEM service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. (2) Upon three business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account. (3) Upon reasonable notice, for any other reason at our sole discretion.

Changes – Changes that you wish to make to your name, address, or any aspect of the service should be communicated to the Bank. Address changes submitted online will update your address with us for all future mailings.

Communications between BANK and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

In Person- visit us at any one of our branch locations.

Email- eBanking@chemicalbankmi.com (please note: banking transactions through SYSTEM are not made via email.) NOTE: email transmissions are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public email system. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

Telephone- 1-866-804-4592.

Facsimile- (989) 633-3800.

Postal Mail- Chemical Bank – Attn: e-Banking Dept., 333 E. Main Street, PO Box569, Midland, MI 48640-0569

Disclosure of Account Information and Transfers - The Bank may disclose information about your account to third parties only as permitted under the Privacy Policy for Chemical Bank and its Customers, as amended from time to time. You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to SYSTEM. You agree and hereby authorize all of these transfers of information.

Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any SYSTEM service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the BANK SYSTEM website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject SYSTEM Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the BANK SYSTEM website or by email. You agree to notify us immediately of any change in your email address.

Revised: 6/1/2006 vt/cd