



**CHEMICAL BANK**  
MEMBER FDIC

333 E. Main  
Midland, MI 48640-0231  
866-804-4592  
eBanking@chemicalbankmi.com

# eBusiness Banking Application

- New eBusiness Customer/Company
- Change an Existing eBusiness Customer/Company-- Company # \_\_\_\_\_
- Add Accounts or Services
- Permanent Limit Change  Temporary Limit Change effective \_\_\_\_\_
- Change Admin (Only the Admin. Info. section is needed plus Pg. 3 signature(s))

**DELIVER FORM TO YOUR LOCAL BRANCH FOR PROCESSING**

*MERCHANT INFORMATION													
*Legal Name of Business					DBA (Doing Business As) Name								
*Mailing/Billing Address					*Location Address								
*City			*State		*Zip		*City			*State		*Zip	
*Federal Tax ID # or Social Security #				Website Address www.									
*MERCHANT OWNERS OR OFFICERS													
Principal #1	*Name			*Title			*Social Security #		*Date of Birth		*Equity Ownership %		
	*Residence Address				*City			*State		*Zip		*Phone Number	
Principal #2	Name			Title			*Social Security #		*Date of Birth		Equity Ownership %		
	Residence Address				City			State		Zip		Phone Number	
*COMPANY DEFINED SYSTEM ADMINISTRATOR INFORMATION													
*Company Administrator/Contact Name (PRINT)					Company Administrator Authorities:								
*Business Phone					Fax Number								
*Admin ID: (1 <sup>st</sup> Initial+last name; 4-14 char)					*eMail Address			*Administrator's Signature (for future request verification)					
*Are Good/Services Delivered at Time of Sale? <input type="checkbox"/> Yes <input type="checkbox"/> No					*Average Percentage of Sales Returned ____ %								
*If no, Number of Days until Delivered ____ Days					*Number of Days items may be Returned for Credit ____ Days								
*MERCHANT CATEGORY CODE & BUSINESS PROCESSING CATEGORY													
<input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Mail Order/Telephone Order <input type="checkbox"/> Internet <input type="checkbox"/> Lodging <input type="checkbox"/> Wholesale <input type="checkbox"/> Other _____													
Is Business Travel Related? <input type="checkbox"/> Yes <input type="checkbox"/> No													
TRANSACTION TYPE (Required for Merchant Services)													
REFERENCES													
Vendor/Trade Reference _____					Name _____			Phone # _____					
Vendor/Trade Reference _____					Name _____			Phone # _____					
*MERCHANT SITE SURVEY (Completed by Sales Representatives) – Required for Authorization of \$500,000 or more													
Merchant Location: <input type="checkbox"/> Retail Location With Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Other: _____													
Area Zoned: <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential				Square Footage: <input type="checkbox"/> 0 – 250 <input type="checkbox"/> 251 – 500 <input type="checkbox"/> 501 – 2,000 <input type="checkbox"/> 2,001+									
Does the amount of inventory & merchandise on shelves & floor appear consistent with the type of business? <input type="checkbox"/> Yes <input type="checkbox"/> No					Does the merchant Own or Lease the business premises? <input type="checkbox"/> Owns <input type="checkbox"/> Leases								
Landlord Name _____					Landlord Phone# _____								
S/R Signature: _____ Date: _____													
By signature, the Sales Representative is certifying that they have visited the location and the information herein set forth is true and correct.													
SALES REPRESENTATIVE INFORMATION:													
*Branch Name _____					*Branch #: _____			*Phone # _____					
*Branch Rep Name _____					*Branch #: _____			*Phone # _____					
Treasury Mgmt Name _____					*Branch #: _____			*Phone # _____					

**\*ACCOUNTS** (enter the Chemical Bank accounts to which the Company desires Internet access)

Account #	Type	Account Owner(s)
<b>*Primary Account/Service Charge Information:</b> NOTE: All fees associated with requested services will be debited from the Primary Account on the first business day of each month.		
<input type="checkbox"/> Add <input type="checkbox"/> Remove	<input type="checkbox"/> Checking <input type="checkbox"/> Time Deposit <input type="checkbox"/> Savings <input type="checkbox"/> Loan	<input type="checkbox"/> Applicant named above
<b>Additional Accounts:</b>		
<input type="checkbox"/> Add <input type="checkbox"/> Remove	<input type="checkbox"/> Checking <input type="checkbox"/> Time Deposit <input type="checkbox"/> Savings <input type="checkbox"/> Loan	<input type="checkbox"/> Applicant named above
<input type="checkbox"/> Add <input type="checkbox"/> Remove	<input type="checkbox"/> Checking <input type="checkbox"/> Time Deposit <input type="checkbox"/> Savings <input type="checkbox"/> Loan	<input type="checkbox"/> Applicant named above
<input type="checkbox"/> Add <input type="checkbox"/> Remove	<input type="checkbox"/> Checking <input type="checkbox"/> Time Deposit <input type="checkbox"/> Savings <input type="checkbox"/> Loan	<input type="checkbox"/> Applicant named above
<input type="checkbox"/> Add <input type="checkbox"/> Remove	<input type="checkbox"/> Checking <input type="checkbox"/> Time Deposit <input type="checkbox"/> Savings <input type="checkbox"/> Loan	<input type="checkbox"/> Applicant named above

**\*PLAN/SERVICES SELECTION**

<input checked="" type="checkbox"/> <b>BASIC Services</b> Attached Agreement is NOT required	View account & transfer money	FREE
<input type="checkbox"/> Bill Pay Service Enable for <u>online registration</u>	<b>Primary Funding Acct:</b> Additional funding accounts can be added after activation is completed to Pay Bills Online. The Co. Admin will be called to schedule	10 Free pmts (\$.55 for each one after)
<input type="checkbox"/> ACH Onsite Visit (optional)		\$100 per visit
<input type="checkbox"/> ACH Rules-Corporate Edition (optional)		Discounted \$15.00 <u>annual</u> fee for booklet copy

	<b>**Maximum Daily Limit</b>	<b>**Annual Estimated Total \$ Volume</b>	
<input type="checkbox"/> <b>Traditional Services</b> <b>Option 1 – A la carte</b>			\$25.00 1 time new company setup fee
<input type="checkbox"/> <b>***ACH</b> (Payroll, Payments & Receipts)	\$ _____	\$ _____	\$9.95 per month + \$0.30 per transaction
<input type="checkbox"/> PPD <input checked="" type="checkbox"/> CCD <input type="checkbox"/> WEB <input type="checkbox"/> TEL			IAT Transactions will cost an additional \$0.10 (\$0.40 total)
<input type="checkbox"/> IAT <input type="checkbox"/> POP(n/a yet) <input type="checkbox"/> BOC(n/a yet)	IAT \$ _____	IAT \$ _____	
<input type="checkbox"/> Tax Payments	Fed \$ _____	Fed \$ _____	\$4.95 per month (no per item fee)
<input type="checkbox"/> Federal <input type="checkbox"/> State	State \$ _____	State \$ _____	State and Federal Tax payments are included for the same monthly fee.
<input type="checkbox"/> Wire Transfers	\$ _____	\$ _____	\$4.95 per month (no additional e-Banking cost beyond the regular \$25 Dom., \$50 Intl. wire charge)
			Option 1 - fee will apply for each feature chosen
<input type="checkbox"/> <b>Traditional Services</b> <b>Option 2 – BUNDLED</b>			\$25.00 1 time new company setup fee
<input type="checkbox"/> <b>***ACH</b> (Payroll, Payments & Receipts)	\$ _____	\$ _____	\$39.95 per month + \$0.12 per transaction
<input checked="" type="checkbox"/> PPD <input checked="" type="checkbox"/> CCD <input type="checkbox"/> WEB <input type="checkbox"/> TEL			IAT Transactions will cost an additional \$0.10 (\$0.22 total)
<input type="checkbox"/> IAT <input type="checkbox"/> POP(n/a yet) <input type="checkbox"/> BOC(n/a yet)	IAT \$ _____	IAT \$ _____	
<input type="checkbox"/> Tax Payments	Fed \$ _____	Fed \$ _____	Included free (no per item charge)
<input type="checkbox"/> Federal <input type="checkbox"/> State	State \$ _____	State \$ _____	State and Federal Tax payments are included
<input type="checkbox"/> Wire Transfers	\$ _____	\$ _____	Included free (no additional e-Banking cost beyond the regular \$25 Dom., \$50 Intl. wire charge)

**\*\*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  
**Annual Estimate Total\$ Volume is the Max. Daily Limit multiplied by the number of days it is expected to be submitted (\$1000 weekly payroll \* 52 weeks = 52000)**  
**\*\*\* Companies originating ACH must certify that they have reviewed & understand the education materials regarding International (IAT) ACH. [chemicalbankmi.com/eBanking/IAT](http://chemicalbankmi.com/eBanking/IAT)**

<input type="checkbox"/> <b>PREMIUM Services</b>	<b>*State Date</b> at _____ days	\$50.00 1 time new company setup fee
<input type="checkbox"/> Account Reconciliation		\$14.95 per month + \$0.05 per Issue
<input type="checkbox"/> Positive Pay with Acct. Recon.		\$39.90 per month + \$0.05 per Issue + \$0.50 per Exception

**Additional Fees (assessed at transaction time):** Stop Payment Fee \$31.00 each  
 NSF/Overdraft Fee \$31.00 each  
 ACH Item Reversal \$5.00 batch/\$0.10 item  
 Returned Deposited Item Fee \$ 5.00 each  
 Wire Transfer Fee \$25.00 (Domestic) \$50.00 (Intl) each  
 ReClaimed ACH Item \$15.00 item

**\*CERTIFICATION, PERSONAL GUARANTY & AGREEMENT**

By signing below, the Merchant named above: (1) certifies that all information and documents submitted in connection with this Application are correct to the best of your knowledge; (2) **Chemical Bank** ("Bank") to receive credit reports as occasioned from time to time and any other information regarding undersigned or its principals, proprietors or partners from third parties, to verify any information provided on the application; (3) have read, agreed to, and acknowledges receipt of the document entitled "Electronic Payments Agreement," all of which is incorporated herein and deemed a part hereof by reference, and agrees to be bound by the terms and conditions thereof (such document, together with this Application, the "Agreement."); (4) agrees that Merchant and each transaction submitted to Bank will be bound by the terms and conditions in the Agreement; and (5) agrees that Merchant will submit transactions to Bank only in accordance with the information in this Application and will immediately notify Bank in writing if any information in this Application changes. The Agreement will become effective only when signed by Bank and Merchant.

In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank under the Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and/or any change in any interest or discount rate or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank or its authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and/or any contractual relationship with Bank from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Additionally, 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: (a) The organization assumes all responsibility for maintaining the confidentiality of the Password issued in connection with the eBanking service and for access obtained through eBanking to the organization's deposit or other accounts (if any) also accessible through the eBanking service. (b) 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. (c) For eBanking Services, you will receive important information electronically on our website (eBanking Service Agreement & Electronic Disclosure is available anytime on the eBanking 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 using secure email from within eBanking or by contacting 1-866-804-4592)

Merchant: By \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
 (Merchant Principal or Corporate Officer Signature) (Merchant Principal or Corporate Officer Signature)  
 \_\_\_\_\_  
 (Print Name) (Print Name)

THIS AGREEMENT is made by and between CHEMICAL BANK, a Michigan banking Corporation (the "Bank") and the applicant submitting the signed eBusiness Banking Application (the "Company")

1. **This Agreement Covers:** This agreement in addition to the *eBanking Service Agreement and Electronic Disclosure* sets forth the terms for Company use of the **eBusiness Banking Electronic Payment Services (ACH, Wire Transfers, Tax Payments)**. Except where modified by this Agreement, all the existing terms and conditions of Company *eBanking Service Agreement and Electronic Disclosure* remain in effect. If there is a conflict, the terms in this Agreement will control the *eBusiness Banking Electronic Payment Services (ACH, Wire Transfers, Tax Payments)*.
2. **Accepting the Agreement:** When you use any of the eBanking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.
3. **Company Agents, Notices, Instruction:** The Company agrees to provide the Bank with a Resolution at time of application setting forth names and signatures of Authorized Representatives who are authorized to act on behalf of the Company for electronic banking services, who may in turn designate an individual to administer all eBanking services and service limits. The Company Administrator is authorized to maintain users 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 Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by that person. The Company may add or delete any Authorized Representatives by written notice to the Bank signed by Authorized Representatives other than that being added or deleted. Such notice shall be effective on the second (2<sup>nd</sup>) business day following the day of the Bank's eBanking Department receipt thereof.
4. **Adoption of Rules:** The operating rules of the National Automated Clearing House Association (NACHA), including all applicable schedules and appendices, and the Chemical Bank/NACHA 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 by the Rules and acknowledges that entries may not be initiated that violate the laws of the United States or orders administered by the Office of Foreign Asset Control (OFAC); laws or regulations or orders administered by FinCEN; and any state laws or regulations or orders applicable to the providers of ACH payment services. The Company agrees to assume and 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. The Bank agrees to inform the Company of revisions to the Rules of which Bank has knowledge.
5. **Company 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., NACHA, 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, 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.
6. **Security Procedures:**
  - (a) Company agrees to comply with the security procedures and requirements described in the *eBanking Service Agreement & Electronic Disclosure* and such other security procedures as determined by the Bank from time to time, which are subject to change without prior notice to Company (collectively, the "Security Procedures"), with respect to Entries transmitted by a Company user to the Bank. Company acknowledges that the purpose of the Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedures for the detection of any such error have been agreed upon between Bank and Company.
  - (b) Company is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized transmissions. Company promises and warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by the Bank in connection with the Security Procedures. If Company believes or suspects that any such information or instructions have been made known to or accessed by unauthorized persons, Company agrees to notify the Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by the Bank prior to receipt of such notification and within a reasonable time period thereafter to prevent unauthorized transfers, and the Bank shall have no liability for such unauthorized transfers.
7. **Compliance With Security Procedures:**
  - (a) If an Entry (or a request for cancellation or amendment of an Entry) received by the Bank purports to have been transmitted or authorized by a Company user, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay the Bank the amount of such Entry even though the Entry (or request) was not authorized by Company, provided the Bank accepted the Entry in good faith and acted in compliance with the Security Procedures.
  - (b) If an Entry (or request for cancellation or amendment of an Entry) received by the Bank was transmitted or authorized by Company, Company shall pay the Bank the amount of the Entry, whether or not the Bank complied with the Security Procedures with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if the Bank had complied with such procedures.
8. **Processing, Transmittal and Settlement by Bank:**
  - (a) Except as provided in Section 10, On-Us Entries and Section 12, Rejection of Entries, the Bank shall (i) process Entries received from the Company or its designate which comply with the terms of the Agreement, including the security procedures, in a timely manner and in accordance with the Rules, (ii) transmit such Entries as an Originating Bank to the Federal Reserve, and (iii) settle for such Entries as provided in the Rules.
  - (b) The Bank shall transmit such Entries as set forth in Exhibit A attached hereto the day the file is received, provided (i) such Entries are received by the Bank's related cut-off time set forth on Exhibit A on a business day, (ii) the Effective Entry Date is **at least two (2) business days** after such business day, and (iii) The Federal Reserve is open for business on such business day. For purposes of this Agreement, Entries shall be deemed received by the Bank via one of the electronic transmission methods is completed in compliance with any related security procedures provided for herein as provided in Exhibit A.
  - (c) If any of the requirements of clause (i), (ii) or (iii) of Section 8(b) is not met, the Bank shall use reasonable efforts to transmit such Entries to the Federal Reserve by the next deposit deadline of the Federal Reserve following that specified in Exhibit A.

(d) The total dollar amount of entries transmitted by Company to Bank on any one day shall not exceed the maximum exposure limit as established by the Bank.

9. **International ACH Transactions:** The Company can be granted the ability to initiate International ACH Transactions (IAT). Notwithstanding, all other requirements within this agreement, the Company agrees that all IATs will be in adherence with all laws of the United States, including, but not limited to, those regulations of the Office of Foreign Asset Control (OFAC) limiting financial transactions with Specially Designated Nationals and Blocked Persons (SDN List). The Company hereby recognizes that, from time to time, as determined by the Bank and as required by law, the processing of a transaction may need to be temporarily suspended to ensure for greater scrutiny and verification of the transaction against the SDN List. **The Company further recognizes that the temporary suspension of a payment for verification purposes may affect the settlement and/or availability of a payment, and hereby holds the Bank harmless for any such legally required verification. The Company acknowledges receipt of important information regarding the proper handling of International ACH Transactions and certifies that all requirements, as set forth within such information, is understood and will be followed unreservedly.**
10. **On-Us Entries:** Except as provided in Section 12, Rejection of Entries, in the case of an Entry received for credit or debit to an account maintained with the Bank (an "On-Us Entry"), the Bank shall credit or 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 Section 8(b) are met. If either of those requirements is not met, the Bank shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.
11. **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 Federal Reserve Bank 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.
12. **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, facsimile or email of such rejection no later than the business day such Entry would otherwise have been transmitted by the Bank to the Federal Reserve Bank or, in the case of an on-us Entry, its effective Entry date. The bank may reject any Entry if the Company has failed to comply with its account balance obligations under section 15, The Account. Notices of rejection shall be effective when given. The Bank shall have no liability to the Company by reason of rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided herein.
13. **Notice of Returned Entries and Notifications of Change:** The Bank shall notify the Company by telephone, facsimile or email of the receipt of a Returned Entry (RTN) from the Federal Reserve no later than one (1) business day after the business day of such receipt. Except for an Entry retransmitted by the Company in accordance with the requirements of Section 5, Company Warranties Respecting Entries, the Bank shall have no obligation to retransmit a returned Entry to the Federal Reserve if the Bank complied with the terms of this Agreement with respect to the original Entry. The Company shall notify the Receiver of each return Entry no later than one (1) business day after the business day of receiving such notification from the Bank.

The Bank shall provide the Company 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 the Bank relating to Entries transmitted by the Company. The Bank must provide such information to the Company within two (2) banking days of the Settlement Date of each NOC or Corrected NOC Entry. **The Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of the Company's receipt of the NOC information from the Bank or prior to initiating another Entry to the Receiver's account, whichever is later.**

Effective 10/1/2009, the Federal Reserve Bank will automatically email the following reports: RTN, NOC and Corrected NOC. Definition of the contact name(s) and appropriate email(s) to notify of ACH entries that are Returned or require correction will be required and it will be the Company's responsibility to communicate any contact name or email address changes required for these emails to reach all of your ACH originators.

14. **Reversals.** The Company may initiate a reversing Entry or file of entries for erroneous or duplicate transactions, as permitted by the Rules. This is in no way a guarantee that the funds will be returned but that Bank will make reasonable effort to assist in collection of the funds.
15. **The Account:** The Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this agreement by debiting the account(s) of the Company identified in the eBusiness Banking application (the "Account"). The Company shall at all times maintain an account at Bank with a balance of immediately available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover the Company's obligation under this agreement, The Company agrees that the Bank may debit any account maintained by the Company, in order to obtain payment of the Company's obligations under this Agreement. Upon request of the Bank, the Company agrees to promptly provide the Bank such information pertaining to the Company's financial conditions as the Bank may reasonably request.
16. **Account Reconciliation:** Entries transmitted by the Bank or credited to a Receiver's account maintained with the Bank will be reflected on the Company's periodic statement issued by the Bank with respect to the Account. The Company agrees to notify the Bank promptly of any discrepancy between the Company's records and the information shown on any periodic statement. If the Company fails to notify the Bank of any discrepancy within thirty (30) days of receipt of a periodic statement containing such information, the Company agrees that the Bank shall not be liable for any other losses resulting from the Company's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If the Company fails to notify the Bank of any such discrepancy within thirty (30) days of receipt of such periodic statements, the Company shall be precluded from asserting such discrepancy against the Bank.
17. **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. The Company's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances. Bank recommendation is to submit a pre-note transaction for each newly authorized receiver and have them verify that the pre-note was received on their account prior to initiating the first payment.
18. **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.

19. **Payment by Company for Entries; Payment by Originating Bank for Entries:**
- (a) The Company shall pay the Bank the amount of each credit Entry transmitted by the Bank on the Settlement Date.
  - (b) The Company shall promptly pay the Bank the amount of each debit Entry returned by a Receiving Bank that was transmitted by the Bank.
  - (c) The Bank shall pay the Company the amount of each debit Entry transmitted by the Bank on the Settlement Date and the amount of each On-Us Entry on the Effective Entry Date.
20. **Provisional Credit:** The Company acknowledges that the Rules make provisional any credit given for an Entry until the Receiving Bank crediting the account specified in the Entry receives final settlement. If the Receiving Bank 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.
21. **Payment for Services:** The Company shall pay the Bank the charges for the services provided in connection with this Agreement as set forth in the fee schedule of the Bank. All fees and services are subject to change upon thirty (30) calendar day's prior written notice from the Bank to the Company. 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 32 of this Agreement. Such charges do not include, and the Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between the Bank and the Company with respect to the Account. If you initiate any transactions through your eBanking services after the effective date of the change, you indicate your agreement to the change.
22. **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.
23. **Company Representations and Agreements; Indemnity:** With respect to each and every Entry transmitted by the Company, the Company represents and warrants to the Bank and agrees that
- (a) each person shown as the Receiver on an Entry received by the Bank from the Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry,
  - (b) such authorization is operative at the time of transmittal or crediting or debiting by the Bank as provided herein,
  - (c) The Company has complied with all pre-notification requirements of the Rules;
  - (d) Entries transmitted to the Bank by the Company are limited to those types of credit and debit Entries set forth in Section 5, Company Warranties Respecting Entries,
  - (e) The Company will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Uniform Commercial Code Article 4A if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. The Company shall indemnify the Financial Institution 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.
24. **Bank Responsibilities; Liability; Limitations on Liability; Indemnity:**
- (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 Bank (including without limitation the return of an Entry by such Receiver or Receiving Bank), 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 in the district where Chemical Bank is headquartered 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.
25. **Credit Reports and Re-evaluation of ACH Relationship:** Company authorizes Bank to obtain business and personal credit bureau reports in the name of the Company and guarantor(s) at any time. Company agrees to submit current financial information in the name of the Company and guarantor(s) to Bank at any time upon request. Such information shall be used for the purpose of evaluating or re-evaluating the Company's credit limits for Electronic Payment relationships. Upon determination that Company's relationship has changed adversely or does not satisfy Bank's current credit standards, Bank may close or lower the Electronic Payment Service Limit on any or all accounts. Bank may report its credit experience with Company and its account(s) to third parties.
26. **Company Contingency:** Company shall comply with reasonable Disaster Recovery and Business Contingency Planning standards and ensure system backups, system redundancies and an alternative processing location with internet access, has been defined in the event of processing interruptions at the Company. This process shall be reviewed at least annually. (i.e. Payroll system and ability to create an ACH formatted Payroll file
27. **Bank Contingency:** Bank shall comply with Disaster Recovery and Business Contingency Planning policy and ensure system backups, system redundancies and an alternative processing location has been defined in the event of processing interruptions at current facilities. Plans shall be reviewed at least annually. eBanking is hosted by a 3<sup>rd</sup> Party Vendor which enables availability from a remote site with internet access. Vendor due diligence is re-assessed annually and covers Disaster Recovery and Business Contingency Plans.

28. **Unsecured Electronic Network:** Bank and Company will develop procedures for all Electronic Payment information that involve the exchange or transmission via an Unsecured Electronic Network, the information will be encrypted using technology that is, at minimum, the equivalent to 128-bit RC4 encryption or industry standards.
29. **Data Retention:** The Company shall retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal by the Bank as provided herein, and shall provide such data to the Bank upon its request. Without limiting the generality of the foregoing provision, the Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, the Company's responsibilities to retain all items, source documents, and records of authorization (two years after expiration) in accordance with the Rules.
30. **Tapes and Records:** All magnetic tapes, Entries, security procedures and related records used by the Bank for transactions contemplated by this Agreement shall be and remain the Bank's property. The Bank may, at its sole discretion, make available such information upon the Company's request. Any expenses incurred by the Bank in making such information available to the Company shall be paid by the Company.
31. **Cooperation in Loss Recovery Efforts:** In the event of any damages for which the Bank or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, the Bank and Company 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.
32. **Termination:** The Company may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of the Bank's receipt of written notice of such termination or such later date as is specified in that notice. The Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to the Company. Any termination of this Agreement shall not affect any of the Bank's rights and the Company's obligations with respect to Entries initiated by the Company prior to such termination, or the payment obligations of the Company with respect to services performed by the Bank prior to termination, or any other obligations that survive termination of this Agreement.
33. **Changes to Agreement:** From time to time the Bank may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cut-off time, any business day, and any part of any exhibit attached hereto. We will provide reasonable advance notice of such changes and their effective date by email or messages posted on our website. If you initiate any transactions through your eBanking services after the effective date of a change, you indicate your agreement to the change.
34. **Severability:** In the event that any provision of this agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
35. **Governing Law:** 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.
36. **Non-Assignment:** Company, its agents or assigns, may not assign this Agreement or any rights or duties hereunder without the Bank's prior written consent.
37. **Waiver:** The Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect the Bank's rights with respect to any other transactions or modify the terms of this Agreement.
38. **Contact Us:** Company may contact Bank by email, telephone, facsimile or postal mail.

**Email:** [eBanking@chemicalbankmi.com](mailto:eBanking@chemicalbankmi.com) *Utilize the secure email function within eBanking for any Private or Sensitive data.*  
**Telephone:** 1-(866) 804-4592.  
**Facsimile:** 1-(989) 633-3800.  
**Postal Mail:** Chemical Bank - Attn: eBanking Department  
 333 E. Main Street, PO Box 569  
 Midland, MI 48640-0569

IN WITNESS WHEREOF, the Company and the Bank hereto have caused this Electronic Payments Agreement to be executed by their duly authorized officers.

**COMPANY**

**CHEMICAL BANK**

\_\_\_\_\_  
 Merchant Name

By: \_\_\_\_\_  
 Authorized Representative Signature

By: \_\_\_\_\_  
 Authorized Representative Signature

\_\_\_\_\_  
 Name (Printed) and Title

\_\_\_\_\_  
 Name (Printed) and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A:**  
**Bank Operating Guidelines for Electronic Payments**

1. **Types of Entries.** Types of Entries (services) authorized by this agreement, including Secure File Transmission (SFTP) of these types.
  - a. Payroll
  - b. Wire Transfers
  - c. Tax Payments
  - d. ACH Payments
  - e. ACH Receipts
2. **Maximum Daily Limits.** The maximum daily limits are defined, by service, in the original commercial application. Customer requests to change these limits must be in writing using the **Service & Maximum Daily Limit Change Form** or equivalent.
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 can be i) emailed to submitter upon request, ii) ordered on the *eBusiness Banking Application* for an annual fee and iii) are available online as a link from the ACH origination screens.
4. **Electronic Transmission.** The ACH file must be processed or transmitted via one of the following methods.
  - a. Processed directly by Company via eBusiness Banking. Processed by Bank.
  - b. Client Payments collected via MVP Internet. ACH File Pulled and (a) Processed directly by Company via eBusiness Banking.
  - c. Transmitted by Company via MVP Touch-Tone. Processed by Bank.
  - d. Transmitted by Company via MVP PC-to-PC. Processed by Bank.
5. **Company Transmission Day/Time.**

a. Payroll	<b>2:00 p.m. EST</b> on the day of Transmission
b. ACH Payments	<b>2 Business Days prior*</b> to the Effective Entry Date
c. ACH Receipts	<b>2 Business Days prior*</b> to the Effective Entry Date
d. Tax Payments	<b>2 Business Days prior*</b> to the Effective Entry Date
e. Wire Transfers.	<b>Same Day</b> as the Effective Entry Date

**\*Note: To guarantee ACH transaction processing by the Entry effective date, you must adhere to above referenced minimum transmission times. Transactions submitted after the cut-off time 2 days prior or that utilize the 1 day prior capability allowed by the system, run a high risk of missing their effective date. Bank will make reasonable efforts to process these transactions but cannot guarantee that they will meet their effective date as submitted.**
6. **Business Day.** Transaction effective dates only accepted Monday-Friday, Non-Holiday business days. The Federal Holiday Schedule is available on the web at [www.frb services.org/holidayschedules/index.html](http://www.frb services.org/holidayschedules/index.html). Federal Holidays are non-processing days and all transmissions must be initiated 1 day in advance of the normal processing schedule.
7. **Service Hours:** eBanking services are available anywhere you have internet access 365 days a year, 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed on the alerts of our website at [www.chemicalbankmi.com](http://www.chemicalbankmi.com) homepage and the eBanking Info Page. The Message of the Day section of the login page will be used, when the system is available, to convey planned maintenance and other system alerts.
8. **Cancellations.** To cancel an ACH batch on the day it is submitted, prior to the day's cut-off time, call an eBanking Specialist selecting Option 4 when you call our toll-free telephone number listed below. We will also require a secured email initiated from within the eBanking System as documentation of your request but the phone call will allow us to confirm the batch is deleted with you on the phone.
9. **Returns.** To request an ACH Return transaction for an ACH Entry you originated, complete the ACH Return Form, posted on the eBanking Information page of our website. This is to process a reversal for an Entry transaction that was in error being complete *within 2 business days* of the original Entry.  
  
Returns ACH Entries from Receiving Banks for an Entry you originated, prompt a faxed report from Chemical Bank. Effective 10/1/2009 the Federal Reserve Bank will automatically emailed Return (RTN) reports. Definition of the contact name(s) and appropriate email(s) to notify of ACH entries that are Returned will be required and it will be your responsibility to communicate any changes required for these emails to reach all of your ACH originators.
10. **Re-Claims.** To request an ACH Re-Claim transaction, complete the ACH Re-Claim Form, posted on the eBanking Information page of our website. This is to process a reversal for an Entry transaction that was in error that is *beyond 2 business days* of the original Entry .
11. **Notice of Change.** ACH Entries you originated that can be processed by Receiving Banks but require manual intervention to complete, prompt a faxed report from Chemical Bank. Effective 10/1/2009 the Federal Reserve Bank will automatically emailed Notice of Change (NOC) reports. Definition of the contact name(s) and appropriate email(s) to notify of ACH entries that require correction will be required and it will be your responsibility to communicate any changes required for these emails to reach all of your ACH originators.
12. **Security.** Company agrees to secure any computer it uses to access eBanking and its Sensitive or Private Information by doing all of the following:
  - a. Installing and using a firewall on the computer.
  - b. Installing security protection software on the computer and updating it regularly to keep the protection current.
  - c. Using the automated update feature in the computer's Operating System to download and install the latest security patches.
  - d. Ensuring that personal and financial information stored on the computer is protected with a strong password or encryption.
  - e. Avoiding automatic sign-on features that save user name and password information and always signing off when finished.For more information, see our website [Security Center](#).

13. **Contact eBanking.**

**Email:** [eBanking@chemicalbankmi.com](mailto:eBanking@chemicalbankmi.com)

**Telephone:** 1-(866) 804-4592.

**Facsimile:** 1-(989) 633-3800.

**Postal Mail:** Chemical Bank - Attn: eBanking Department; 333 E. Main Street, PO Box 569; Midland, MI 48640-0569

**Utilize the secure email function within eBanking for any Private or Sensitive data.**

*(Options 1-Password Reset; 2-General Assistance; 3-Phone Banking System; 4-eBanking Specialist)*