

Wolverine Bank Business Check Card Application and Agreement

Type of Request:

New
 Change

Add
 Delete (remove cardholder)

Applicant Information (Please print or type)																												
Legal Business Name					Federal TAX ID Number																							
DBA (Doing Business As) Name (if applicable):					SSN/EIN: (if Sole Proprietor)																							
Mailing Address					Company Telephone Number																							
City, State, ZIP					Designated Checking Account Number																							
Company Name as it will appear on Card:					(Maximum 19 characters, including spaces)																							
Type of Business:					<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Other (Please Explain Below):																							
Cardholder Information (Please print or type) NOTE: Maximum Limits: ATM/POS - \$500; Purchase/Cash Adv. - \$5,000																												
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**WOLVERINE BANK
BUSINESS CHECK CARD APPLICATION and AGREEMENT**

Please read and sign below

By signing below, you are asking Wolverine Bank, on behalf of the company identified above (the "Company"), to issue a Business Check Card (the "Card") to the individual(s) listed above. By signing below, you represent that you are authorized to sign this application on behalf of the Company, and that all of the above information is true and correct. You also authorize Wolverine Bank to verify the information you have given above and to receive and exchange credit information about the Company, you authorize us to verify your creditworthiness, as an individual, through any necessary means, including obtaining a credit report by a consumer reporting agency, both now and in the future. You understand and agree that, if this application is approved by Wolverine Bank, the cardholder(s) listed above will only have access to the Company's Business Checking Account (the "Account") by use of the Card(s). By signing below and using the Card(s), you agree that all Cards will be used solely for business purposes and that you agree to all of the terms of the Agreement. **You also agree it is the responsibility of the Company to notify the Bank of any changes in authorized cardholders.**

Sign Below

Authorized Signature	Title	Date
Authorized Signature	Title	Date

Bank Use Only

Date	Accepted By	Reviewed By	Approved By
Organizational Documents Reviewed:			
<input type="checkbox"/> Corporation Articles of Incorporation & Meeting Minutes	<input type="checkbox"/> Partnerships/LLP Partnership Agreement	<input type="checkbox"/> Sole Proprietor Signature Card	<input type="checkbox"/> LLC Articles of Organization & Operating Agreement
<input type="checkbox"/> Unincorporated Association/Organization Minutes of Meeting and Bylaws			

Operations Department Use Only

Date Application Received	CS/CMS Relationship Set-Up By	Card Ordered By	Date Card Ordered
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WOLVERINE BANK BUSINESS CHECK CARD APPLICATION and AGREEMENT

Introduction

This is our Agreement ("Agreement") with you, which governs your request for, receipt, or use of a Wolverine Bank Business Check Card. This Agreement is applicable only to transactions made using a Business Check Card (as defined below).

Scope of Agreement

Unless otherwise defined below, the terms used in this Agreement shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code, as adopted by the State of Michigan ("Article 4A"). Except as modified by this Agreement, Article 4A shall govern Transfers made to or from your Account(s). This Agreement shall not govern debit and credit transfers by means of ACH transfers or transactions governed by the Electronic Funds Transfer Act of 1978, as amended. This Agreement does not apply to personal check cards.

Definitions

Unless inconsistent, words and phrases used in this Agreement shall be construed so that the singular includes the plural and the plural includes the singular. In this Agreement, the following words shall have the definitions stated:

"Account(s)" will mean each of your commercial or business checking or money market accounts which you have arranged with us to access with your Business Check Card. Account(s) shall not include any of your personal accounts.

"Agreement" shall have the meaning set forth in the introduction.

"Application" shall mean the Business Check Card Application, which is incorporated herein as part of this Agreement. "

"Article 4A" shall have the meaning set forth in the "Scope of the Agreement" section of this Agreement.

"Authorized Signer" shall have the meaning set forth in the Application.

"Authorized User(s)" will mean any employee, representative, or agent that you have authorized to conduct Transfers. Both the name of the Authorized User(s) and the Company name shall appear on the Business Check Card.

"ATM" will mean automated teller machine or banking machine.

"Bank" will mean Wolverine Bank, who issued the Business Check Card.

"Business Check Card" will mean the electronic banking Business Check Card issued by the Bank to you for use in performing Transfers to your Account(s) unless stated otherwise.

"Company" shall mean the business that has executed this Agreement and shall include its successors and assigns. "Maximum Dollar Limitations" shall have the meaning set forth in the "Limitations on Transactions" section of this Agreement.

"PIN(s)" will mean the confidential personal identification number(s) or other confidential code(s) provided to you by the Bank or selected by you for identification purposes in connection with the use of your Business Check Card, and may include, where the context requires, the Business Check Card number itself.

"Transfer(s)" will mean any electronic banking transaction, which includes but is not limited to deposits, withdrawals, or point-of-sale purchases, made electronically and/or by ATM, as well as all Transfers resulting from the use of your Business Check Card(s), even if an ATM is not involved at the time of the transaction.

"We," "our," and "us" refers to the Bank; "You" or "your" will mean your business, the Company, the Authorized User(s), and the Authorized Signer.

Liability and Promise to Pay

Company agrees to be unconditionally and without limitation liable for all Transfers effectuated by use of the Business Check Cards, whether authorized or unauthorized, whether utilized by Authorized User(s) or some other person, and whether arising from cards lost, stolen, or counterfeited.

- (a) Bank will be liable only for its own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with: (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control, or (2) any error, failure, or delay in execution of any Transfer resulting from circumstances beyond our reasonable control, including, but not limited to, any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold Bank harmless against any claim of a third party arising from, or in connection with, this Agreement or the service we provide hereunder.

WOLVERINE BANK
BUSINESS CHECK CARD APPLICATION and AGREEMENT

- (i) BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 - (ii) IN NO EVENT WILL BANK BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT LOSSES, DAMAGES, INCLUDING DISHONOR OF CHECKS OR OTHER ITEMS, OR EXPENSES (INCLUDING LEGAL FEES), WHICH YOU MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OR THE SERVICES WE PROVIDE HEREUNDER, WHETHER OR NOT THE POSSIBILITY OR LIKELIHOOD OF SUCH LOSS, DAMAGE, OR EXPENSE IS KNOWN TO US.
- (b) Any security procedures applicable to the Business Check Card and disclosed to you are strictly confidential and should be disclosed to only Authorized Users or your employees or agents on a "need to know" basis. You shall instruct those individuals that they should not disclose the security procedures to anyone. You must establish and maintain procedures to ensure the confidentiality of the PINs and the security procedures. You acknowledge that: 1) we have provided you with security procedures, 2) you understand the security procedures, and 3) the security procedures are solely in your control. You will carefully and consistently adhere to such security procedures. You agree that such procedures are commercially reasonable.
 - (c) We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of Business Check Cards or PINs by your employees, agents, or representatives or Authorized Users. You shall promptly notify us of any suspected unauthorized activity (whether or not involving your employees).

Bank's Liability for Failure to Complete Transactions

If the Bank does not complete a Transfer on time or in a correct amount, according to the Bank's Agreement with you the Bank will not be liable for your losses or damages to the extent that such losses were incurred as a result of:

- (a) Through no fault of the Bank, you have insufficient available funds in your Account(s) to make the transaction;
- (b) The ATM where you are making the Transfer does not have enough cash;
- (c) The ATM was malfunctioning when you initiated the Transfer;
- (d) Circumstances beyond the Bank's reasonable control (such as fire, flood, terrorism, or theft) prevent the Transfer despite reasonable precautions that the Bank has taken; or
- (e) In the case of pre-authorized credits, the data from the third party is not received, is incomplete or erroneous, or the recipient is deceased.

Issuance of Business Check Cards

The Bank will issue Business Check Cards in the name of the Company and in the name(s) of the Authorized User(s) as designated by the Company in this Agreement. No card will be issued without a personal name embossed on the face of the card. The Authorized User(s) must sign all Business Check Cards immediately upon receipt. All Business Check Cards remain the property of the Bank and must be surrendered to the Bank upon demand. The Company and the Authorized User(s) agree that the Business Check Card is for use by business owners and employees and shall be used for business purposes only. You acknowledge and understand that the Business Check Card shall not be treated as a consumer or personal card under the provisions of applicable state and federal law. You agree to inform all Authorized User(s) that the Business Check Card shall not be used for consumer or personal purposes. The Company acknowledges that the Bank is providing such service to the Company as an accommodation party only and, except as otherwise provided by law and herein, the Bank is not responsible in any way for the manner in which the Business Check Card is utilized. We do not monitor transfers to determine their purpose.

PIN

In an effort to better protect the Company and Authorized User(s) from unauthorized use of Business Check Cards, whether such Business Check Card is lost or stolen, we require that each Authorized User(s) have a PIN and that each Authorized User(s) sign their Business Check Card before it may be used. Each Authorized User(s) agrees to protect their individual PIN and each Business Check Card and PIN shall be afforded the highest level of security by the Company and each Authorized User(s). A PIN shall only be disclosed on a "need to know" basis. The Company agrees to require each Authorized User(s) to use the Business Check Card and PIN together to obtain cash at designated ATMs and at any merchant or outlet that allows the use of a PIN with the Business Check Card. The Bank assumes no duty to discover any breach of security by you, Authorized User(s), or others of the unauthorized disclosure or use of a PIN or Business Check Card.

Limitation on Transactions

For security reasons, there are limitations on the number of transactions, the amount of cash withdrawals, and dollar amount of purchases Authorized User(s) may perform using a Business Check Card during a 24-hour period ("Maximum Dollar Limitations"). Maximum Dollar Limitations may be decreased or increased for individual Authorized User(s) at the request of the Company in writing to Bank, without notice. The standard Maximum Dollar Limitations are \$5,000 for a Purchase/Cash Advance with Signature and \$500 for an ATM/POS withdrawal

WOLVERINE BANK BUSINESS CHECK CARD APPLICATION and AGREEMENT

with PIN. Individual ATMs may also limit the dollar amount of withdrawals. Additional charges may be imposed by owners of non-Bank ATMs for use of their ATMs. You may avoid those fees by using Bank-owned ATMs.

Daily limits are further subject to the availability of funds in your Account(s). Overdraft Protection or lines of credit cannot be accessed with a Business Check Card. For security reasons, there may be times when we impose other limitations on withdrawals

Order of Payment

Our policy is to post and pay Card transfers or transactions in the order they are received. We reserve the right to pay Card transfers or transactions before checks, drafts, or any other item.

Insufficient Funds

If the Account(s) accessed does not have sufficient available funds, we may, at our discretion, reject or accept the transaction you have selected. We, at our sole discretion, may honor such a transaction as a service to you. In this event you agree to pay, on demand, the required amount to cover the insufficiency plus any applicable charges for this service.

General Provisions

- (a) Your Business Check Card may be retained by any ATM or merchant if: the PIN is entered incorrectly after five (5) attempts; your Business Check Card was reported lost or stolen; all of your Accounts linked to your Business Check Card(s) have been closed; your Business Check Card has expired or has been replaced; the ATM is malfunctioning; or you are in default on any agreement with the Bank.
- (b) Each Business Check Card issued by us remains our property, is not transferable (other than to your Authorized User(s)), and may be canceled, revoked, or limited by us at any time without prior notice to you. In the event of cancellation or revocation, your Business Check Card must be surrendered to us upon demand. If you attempt to use your Business Check Card after it has been canceled or revoked it will be retained. For your protection, your Business Check Card also may be retained in situations where it appears to us that there is or may be a danger of loss, theft, or unauthorized use.
- (c) No Transfer may be made, and no Transfer that you attempt to initiate will be completed, if your Business Check Card is damaged, has expired, has been canceled, revoked, or retained for any reason, or your Account(s) has (have) been closed.
- (d) Upon receipt of a request for authorization of a Transfer made with your Business Check Card, you (or your Authorized User(s)) authorize us to deduct the amount immediately from the available balance in your Account(s). You understand and agree that you may not place stop payment orders on any Transfers originated by use of your Business Check Card.
- (e) You may not be able to use your Business Check Card to make Transfers in the following cases: your Account is overdrawn; or you have reached or your request would exceed the Maximum Dollar Limitations.
- (f) We reserve the right at any time and without notice to eliminate any or all of the services that currently are available to you by use of your Business Check Card, or to add new services.
- (g) Notwithstanding the Maximum Dollar Limitations and notwithstanding the amount in your Account(s), we may, from time to time, limit the type, number, and dollar amount of any Transfers made by use of your Business Check Card, and terminate or suspend the operation of any or all Business Check Cards at ATMs or merchants without notice.
- (h) An Authorized User's Business Check Card will be effective until you have notified us in writing that you have revoked the authorization and have taken all other necessary steps to revoke it, and we have had a reasonable opportunity to act on such notification.
- (i) The services described in this Agreement will be available to you only as long as you maintain a business checking account with us.

Lost or Stolen Business Check Cards; Unauthorized and Fraudulent Use of Business Check Cards

- (j) In the event of a lost or stolen Business Check Card you will immediately report the lost or stolen Business Check Card to us. You can call the Card Service Center at 800-554-8969 (24 hours a day). You can also call us at 989-631-4280 or 800-968-4280. Such reports can be in writing, via fax, or verbally with written follow-up. We shall provide for immediate cancellation and issuance of a replacement for the reported lost or stolen Business Check Card(s). You shall be responsible for every Transfer until we receive written notification of the loss or theft.
- (k) You are responsible for all Transfers made by your Business Check Card whether authorized or unauthorized. You agree that by allowing anyone to use your Business Check Card or any unauthorized or fraudulent use by any Authorized User, you will be responsible for all Transfers made through the use of your Business Check Card until we receive written notification as set forth above.
- (l) You agree to assist the Bank in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate

WOLVERINE BANK
BUSINESS CHECK CARD APPLICATION and AGREEMENT

statements and reports reasonably requested by the Bank.

- (m) You agree to notify the Bank promptly in writing of any user of a Business Check Card who is no longer employed by you or authorized to conduct business on your behalf.

Statements and Disputed Items

Each month, the Company will get a periodic statement showing, among other items, all debits made by the use of the Business Check Card(s). Disputes regarding any Check card transactions shall be communicated in writing to the Bank at the address indicated below. Communications shall include the cardholder and Company's name, the dollar amount of any dispute or suspected error, and a description of the dispute in error. Any communication regarding a dispute or suspected error must be received by the Bank within sixty (60) days from the date of the periodic statement on which the dispute or incorrect debit first appeared. If you do not notify us within this time frame, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

Our contact information is:

Wolverine Bank
5710 Eastman Ave.
Midland, Michigan 48640
(989) 631-4280 or (800) 968-4280

Retain Copies for Your Records

You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Additional Risk Associated with the Use of Business Purpose Cards

You will not have the benefit of any consumer law limiting liability with respect to unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Fees

All fees will be charged in accordance with the most recent service charge or fee schedule. You shall pay to us promptly such fees as we may charge for the Transfer pursuant to this Agreement. Such fees may be changed from time to time without prior notice to you.

Setoff and Security Agreement

We reserve the right of set-off against any obligations we owe you, such as the balance in the Account and any other account you maintain with us. By signing the Application, you also granted to us a Uniform Commercial Code security interest in the Account and any other account you maintain with us, currently or in the future, to secure payment of all amounts owing at any time under this Agreement and any other indebtedness to us. You agree that we may set-off and enforce our security interest without any prior notice to you.

Disputes With Merchants

You agree to resolve with any merchant any disputes you may have concerning the merchant's charges for good or services you pay for by use of your card or your PIN.

Currency Conversion

When you use your Business Check Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The current conversion rate used to determine the transaction amount in U.S. dollars is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. There will also be an international fee assessed for every transfer or transaction outside of the U.S.

Termination

The Bank may terminate this Agreement, in whole or in part, at any time without prior notice. If you or the Bank cancels this Agreement, you must surrender your Business Check Card or any other access device issued to you. In the event that you terminate this Agreement you must provide us with at least fifteen (15) days written notice. Your notice of termination of this Agreement shall not be effective until we are afforded a reasonable opportunity to act on the notice. No termination will affect any rights or obligations of either party that have accrued prior to

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BUSINESS CHECK CARD APPLICATION and AGREEMENT

termination or that relate to any transaction occurring prior to termination. All obligations or rights that contemplate performance after termination shall survive termination.

Amendments and Changes in Terms

The Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. The Bank will notify the Company of such amendments and, subject to the requirements of applicable law; any amendment to this Agreement will become effective at the time stated in such notice. If you do not agree to the change or amendment, you must notify the Bank prior to the effective date of the change or amendment, terminate the Agreement, and surrender your Business Check Card(s). Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Other Agreements

In addition to this Agreement, you agree to comply with the requirements of the Bank's deposit account rules (incorporated herein by reference and made a part of this Agreement), and state and federal laws and regulations.

Advisory Against Illegal Use

You agree not to use the Business Check Card for any illegal purpose, such as illegal gambling.

Indemnification

You shall indemnify us in connection with any loss arising directly or indirectly from our providing the Transfer services hereunder.

Severability

The illegality or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision.

Headings

Paragraph headings are provided for convenience only and shall not be deemed part of the substantive provisions of this Agreement.

Waiver

A waiver by us of any of the provisions of this Agreement shall not be effective unless it is in writing, shall pertain only to the particular circumstances for which it is given, and shall not constitute a future waiver of any other right under, or provision of, this Agreement.

Notices

Except as expressly provided otherwise in this Agreement, all notices required or permitted under this Agreement shall be in writing. Notices directed to us shall be sent to us at: Wolverine Bank, Attention: Operations, 5710 Eastman Ave, Midland, MI 48640.

Notices directed to you shall be sent to your last known address as reflected in our records. Other than the normal periodic statements distributed in connection with your Account(s) there shall be no additional reports provided to you in relation to any Transfers made under the Business Check Card.

Applicable Law/Jurisdiction for Disputes

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Michigan, other than its principles involving conflicts of laws, as well as applicable federal laws and regulations. Normal banking customs and practices shall also apply. You hereby submit exclusively to the state and federal courts sitting in Midland County, Michigan for actions to enforce or which otherwise concern this Agreement.

Attorney's Fees

In any action or proceeding seeking to enforce or which otherwise concerns this Agreement, the prevailing party shall recover reasonable attorney's fees and expenses from the losing party. If we retain counsel to enforce this Agreement, you shall reimburse us for our reasonable attorney's fees, even if no action is brought.

Binding Effect/Assignment

This Agreement shall inure to the benefit of, and is binding on, the parties, their heirs, successors in interest, and assigns. Notwithstanding the foregoing, you may not assign this Agreement without our prior written consent, and any assignment by you without our prior written consent shall be null and void.

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Information Deemed Confidential

The Bank agrees that it will maintain all data relative to the Company's accounts as confidential information and will exercise the same standards of care and security to protect such information as the Bank uses to protect its own confidential information. The Bank agrees to use such data exclusively for providing of services to the Company and the Authorized User(s) hereunder and not to release such information to any other party except as required by law.

Jury Waiver

The parties hereby knowingly, voluntarily, and intentionally waive any right to a trial by jury in any suit, action, proceeding, or litigation in any court with respect to, or in connection with, arising out of, or otherwise related to, this Agreement and its subject matter, or any other instrument contemplated to be executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written), or actions of any party hereto or relevant to the transactions contemplated hereby. This provision is a material inducement for the parties to enter into this Agreement.

Entire Agreement and Assignment

This Agreement constitutes the entire agreement between you and the Bank concerning use of your Business Check Card. If there is any conflict between what a Bank employee tells you and the terms of this Agreement, the terms of this Agreement shall control. The Bank may assign this Agreement or its rights hereunder. You may not assign this Agreement and any attempted assignments shall be void.