

Direct Deposit/Electronic Funds Transfer Agreement

This Direct Deposit/Electronic Funds Transfer Agreement (the “Agreement”) is made as of _____, 20____ by and between _____, an individual or agency, (“Agent”) with offices at:

_____ and **Priority Health**, a Michigan non-profit corporation, **Priority Health Insurance Company**, a Michigan Insurance Company, and **Priority Health Managed Benefits, Inc.**, a Michigan corporation, (collectively, “Priority Health”), with offices at 1231 East Beltline NE, Grand Rapids, MI 49525.

Purpose:

This form authorizes Priority Health to deposit payments owed to Agent by direct deposit into the account indicated on the Agent Commission Direct Deposit Payment Information Form. This authorization will remain in effect until termination. Either party may terminate this agreement upon thirty (30) days notice to the other.

The parties agree that:

Information:

- Priority Health may reasonably rely upon the account information given by the Agent.
- It is the responsibility of the Agent to provide accurate information and changes to that information as necessary.
- Any change shall be effective no less than fourteen (14) days after notice of such change is received.
- Agent agrees to hold Priority Health and its agents harmless from any and all claims arising from Priority Health’s or its agent’s reliance on information that Agent supplied to them.

Security and Privacy:

- Either party may suspend operations upon reasonable and timely notice to the party in the event that a party’s performance is delayed or prevented by an act of God, natural disaster, computer or communication failure or other cause beyond the affected party’s reasonable control.
- Suspension of operations under this Agreement shall not relieve either party of its obligation to the other party under the Agent Contract.
- Agent shall be assigned a PIN number to authenticate the identity of the Agent.

Liability:

- Each party shall be liable to the other for the acts or omissions of its respective employees, subcontractors, financial institutions, and/or other agents in connection with this Agreement.
- Each party shall bear the respective fees and other charges assessed by its designated financial institutions.

- Neither party shall be liable for the acts of omissions of any third party not under its control.
- Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any data.

This Agreement shall be interpreted by the laws of the state of Michigan.

All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax, email or courier to the addresses below.

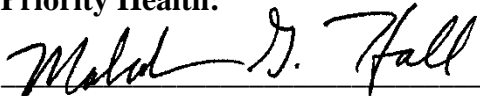
If to Priority Health:

Agent Services
 1231 East Beltline NE
 Grand Rapids, MI 49525
 800 471-2504 (option 3)
 Fax: (616) 464-7495
 Email: ph-agent.center@priorityhealth.com

If to Agent:

 Fax: _____
 Email: _____

Priority Health:



 Signed

Malcolm G. Hall
 Printed

Agent:

 Signed

 Printed

 Date

Exhibit A

Agent Commission Direct Deposit Payment Information Form

Notes

1. Please fill out all information and return this form with your Agent Agreement or return it via:
Mail Priority Health-EFT Payment
 Agent Services
 1231 East Beltline, NE
 Grand Rapids, MI 49525-4501
Fax 616 464-7495
Email ph-agent.center@priorityhealth.com
2. **Important:** Please include either a voided check, copy of a voided check, or bank letter with this form.

Agent/Agency name: _____

Agent/Agency Tax ID number: _____

Financial institution information

Name: _____

Checking Savings

Account number (include leading zeros): _____

ABA/routing number (9 digits at bottom of check): _____

Please provide user name (s) for those authorized to receive deposit notifications.

Primary contact: _____

Email: _____

Agent Center user name: _____

Phone: () _____

Secondary contact: _____

Email: _____

Agent Center user name: _____

Phone: () _____