

Peoples OnLine Connection Master Agreement

This Peoples OnLine Connection Master Agreement ("Agreement") is made as of _____, by and between,
(Date)

(Business Name) a(n) _____ corporation having its principal place of business at _____
(State) (Business Street Address)

("Customer"); and PEOPLES BANK, NATIONAL ASSOCIATION, a national banking association, its successors and assigns, with its principal place of business at 138 Putnam Street, Marietta, Ohio ("Bank").

WITNESSETH:

WHEREAS, Customer maintains and will maintain certain deposit and/or lending accounts (each an "Account") at Bank from which or to which the Customer may from time to time desire to access information and conduct various transactions; and

WHEREAS, Bank maintains Peoples OnLine Connection, an internet based banking system which will allow Customer to access Account information and to and conduct various transactions (collectively, the "Services"); and

WHEREAS, Customer desires to utilize the Peoples OnLine Connection and obtain the Services from Bank pursuant to the terms and conditions of this Agreement; and

WHEREAS, Bank desires to provide the Services to Customer according to the terms and conditions of this Agreement,

NOW THEREFORE, Customer and Bank for good and valuable consideration agree as follows:

1. Services. Bank agrees to provide the Services and Customer agrees to accept the Services pursuant to the terms and conditions contained in this Agreement. The particular Services included in the Peoples OnLine Connection will be as specified on Exhibit A, attached hereto, and may be increased or decreased or otherwise modified from time to time. As noted on Exhibit A, certain Services will require Customer and Bank to enter into additional agreements or addenda, and said additional agreements or addenda shall be incorporated into and become a part of this Peoples OnLine Connection Master Agreement when duly executed by both parties.

2. Payments for Services. Customer agrees to pay promptly all monthly fees for each Service noted on Exhibit A, such fees and charges as Bank may assess from time to time in respect of the transactions included in the Services in accordance with Bank's standard pricing policies, and any direct or indirect charges incurred by Bank arising out of Bank's provision of the Services. In the sole discretion of Bank and without any additional authorization or consent from Customer or prior notice to Customer, such fees and charges may be assessed and collected by Bank directly from any of Customer's Accounts. Customer shall pay all taxes and governmental assessments now or hereafter applicable to this Agreement or to any of the Services rendered by Bank hereunder, including, but not limited to, sales, use and excise taxes. Bank fees related to Accounts and the Services are published on a current basis at <http://www.peoplesbancorp.com/>.

3. Equipment. Customer must have a personal computer capable of internet access; a web browser capable of 128-bit encryption; and an e-mail address.

4. Eligible Accounts. To access Accounts through the Peoples OnLine Connection, Customer must maintain at least one eligible account ("Eligible Account(s)") with Bank. At the date of this Agreement, Eligible Accounts include Demand Deposits, Savings, Certificates of Deposit, Installment Loans, Mortgage Loans and Lines of Credit.

5. Security Procedures and Customer Representations.

(a) Customer represents to Bank that the Eligible Accounts are used for business purposes only and the Customer is organized as a business entity and is not an individual.

(b) Customer represents to Bank that each person using the Peoples OnLine Connection will be authorized by Customer and that such authorization will be effective at the time of any such person's use. Customer is solely responsible for limiting access to its records and Accounts and Bank may deem anyone accessing information through the Peoples OnLine Connection to be authorized by Customer. Access to the Peoples OnLine Connection will be obtained through the use of an identification number and temporary password (the "Logon"). Customer understands and accepts that any person with knowledge of the Logon will be able to access any Eligible Accounts assigned to that Logon.

(c) Customer's Board of Directors shall designate, by name, corporation (if applicable), corporate title, phone number, and e-mail address, each of the following:

1) A minimum of one (1) and a maximum of two (2) individual(s) to supervise, approve, and transmit Customer transactions via Peoples OnLine Connection (the "Transaction Supervisor(s)"). A Transaction Supervisor shall have an access level which permits (i) viewing of all information for Eligible Accounts, and (ii) authorizing transactions for all Eligible Accounts.

2) An individual to manage Customer access to Eligible Accounts via Peoples OnLine Connection (the "Security Manager"). The Security Manager shall be responsible for requesting, by written instructions on Customer letterhead, additional Logons, deletion of Logons, and changes in access level of Logons; provided however, in no event shall the Security Manager have the authority to request any deletion of, addition to, or change in the access level of a Transaction

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Peoples OnLine Connection Master Agreement

Supervisor. The Security Manager may request any access level for the Logon of Security Manager, provided, however, that Security Manager shall not be granted, nor shall any person other than Transaction Supervisor be granted, the access level of a Transaction Supervisor.

(d) By virtue of the nature of the Peoples OnLine Connection, it is the responsibility of Customer to initiate and maintain adequate security procedures to prevent any unauthorized use or access to its Accounts via the Peoples OnLine Connection. Bank will provide Logons only to the Security Manager; provided, however, that the Logon for a Transaction Supervisor shall be provided only to the Transaction Supervisor, as designated by Customer. Customer is solely responsible for maintaining the security of each Logon. Customer agrees that Bank has no control as to the individual persons who have access to the Logon(s), Customer's Accounts, personal computer(s) and other information associated with Customer's use of the Peoples OnLine Connection, and that Bank will not be liable to any person for any unauthorized access or transactions involving Customer's Accounts. Customer authorizes Bank to release any and all information and instructions accessible through the Peoples OnLine Connection to anyone using a Logon. In the event any person obtains access to Customer's Eligible Accounts through the Peoples OnLine Connection, even though the person was not authorized by Customer, the person gaining access will be deemed by Bank to have been authorized to view Customer Account information and/or initiate transactions through the Peoples OnLine Connection to Customer's Eligible Accounts. Notice of any unauthorized use or any suspected unauthorized use shall be given by Customer to Bank as soon as possible by telephone at (740) 374-6123, and in writing on Customer letterhead, signed by the Security Manager and addressed to Bank pursuant to Section 15. Bank may, but is not obligated to, block access to Customer's Eligible Accounts if Bank in fact believes any Customer Logon(s) have been or may be compromised, or is being used by an unauthorized person.

(e) Customer agrees, with respect to the foregoing and other security procedures associated with the Accounts and the Services, (i) that the same are chosen and accepted by Customer and in the future will be deemed chosen and accepted by Customer in the absence of Customer refusal given Bank by Customer in writing promptly after receipt of notification thereof; (ii) that the same are intended and deemed to be commercially reasonable; and (iii) that customer may offer alternative security procedures and if it chooses to do so will do so in writing. Customer agrees that orders and instructions received by Bank on behalf of Customer using the appropriate Logon consistent with these security procedures will be deemed authentic and those of Customer.

6. Stop Payment Orders. Stop-payment requests may be initiated as is usual and customary for Customer's particular Accounts, such as by telephone or in person, or via Peoples OnLine Connection, only for paper checks written on the Eligible Accounts. Stop-payment requests received via Peoples OnLine Connection before 3:00 p.m. (Eastern Standard Time) are processed on the business day received. Stop payment requests received via Peoples OnLine Connection after 3:00 p.m. are processed on the following business day. To be effective, this type of stop-payment request must identify precisely the name of the payee, the check number, the amount, and the date of the check. Stop-payment requests made by telephone or via Peoples OnLine Connection will also require the receipt of a request in the form of a paper writing, which Bank must receive no later than fourteen (14) days after the stop-payment was initiated. Customer will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.

7. Transfers/Overdrafts. Bank shall be under no obligation to perform any transfer of funds ("Transfers") requested by Customer via Peoples OnLine Connection unless Customer has on deposit with the Bank collected funds sufficient to cover such Transfers. If Bank, at its discretion, creates an advance or overdraft to effect a Funds Transfer or any charge hereunder associated therewith, Customer agrees that it shall be deemed conclusively to have requested the advance or overdraft and agrees further to repay Bank immediately upon demand by Bank the full amount thereof plus interest at a rate equal to National Prime plus 6% per annum calculated daily. To secure any advance, overdraft, or charges associated therewith, Customer grants to Bank an immediate and continuing security interest in all assets, whenever arising or acquired and whether or not subject to other interests of Bank, of Customer held or accessible by Bank. Customer agrees that Bank may take any actions allowable by this Agreement and law, including, but not limited to, (i) setoff, (ii) realization of available collateral, (iii) draw down of available existing credit lines, (iv) any actions to enforce or obtain any rights or remedies under any Agreement to which Bank and Customer are parties and (v) any actions to enforce any rights as a creditor.

8. Liability; Limitations on Liability; Indemnity.

(a) Except as otherwise required by law, Customer shall defend, indemnify and hold Bank, its officers, directors, employees, affiliates and agents harmless against and from all liability, losses, costs, expenses (including without limitation, court costs, litigation expenses, reasonable attorneys fees, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability), claims, demands, suits and judgments (collectively "Claims") to the extent that the Claims arise out of, relate to or are caused by (i) any act or failure to act of Customer, its officers, directors, employees, agents and affiliates relating to this Agreement, (ii) the negligent and wrongful acts of Customer and its officers, directors, employees, agents and affiliates and (iii) the breach of any representation and warranty or any other material provision of this Agreement by Customer.

(b) Except as otherwise required by law, Bank shall defend, indemnify and hold Customer, its officers, directors, employees, affiliates and agents harmless against and from all Claims of Customer or any third parties to the extent that the Claims arise out of, relate to or are caused by (i) grossly negligent or illegal act(s) or failures to act of Bank, its officers, directors, employees, agents and affiliates and (ii) the breach of any representation and warranty or any other material provision of this Agreement by Bank.

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Peoples OnLine Connection Master Agreement

(c) Customer shall hold Bank, its officers, directors, employees, agents and affiliates harmless from all Claims of Customer or any third parties to the extent that the Claims arise out of, relate to or are caused by (i) the performance or nonperformance of the Services by Bank or any other acts or failures to act on the part of Bank pursuant to this Agreement (unless Bank acted or failed to act in a manner which was illegal or grossly negligent and such illegal act(s) or gross negligence was the direct cause of the Claim) and (ii) without limiting the general application of clause (i) of this Section 8(c), any failure to act or any delay in acting on the part of the Bank if such failure to act or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, acts of God, emergency conditions or other circumstances beyond the control of Bank.

(d) BANK DOES NOT, HEREIN OR IN ANY ANCILLARY OR ASSOCIATED SOFTWARE, DOCUMENTATION, TRAINING MATERIALS, OR OTHER COMMUNICATION, MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUALITY, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO PEOPLES ONLINE CONNECTION, RELATED DOCUMENTATION OR TRAINING, AND BANK DOES NOT MAKE ANY WARRANTIES THAT PEOPLES ONLINE CONNECTION, RELATED DOCUMENTATION OR TRAINING WILL MEET ANY SPECIFIC REQUIREMENTS OF CUSTOMER OR BE FIT FOR A PARTICULAR PURPOSE.

(e) SHOULD CUSTOMER ASSERT ANY CLAIM OF OR ARISING FROM ANY DEFECT OR BREACH IN CONNECTION WITH PEOPLES ONLINE CONNECTION, WHETHER FOR INCIDENTAL, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES, OR IN TORT, CUSTOMER'S SOLE REMEDY, AND BANK'S SOLE OBLIGATION, IN RESPECT THEREOF WILL BE REPAIR OR REPLACEMENT OF DEFECT, IF THEN REASONABLY AVAILABLE TO BANK, OR CANCELLATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

9. Installation; Initial Training. Bank shall provide Customer its standard training in accordance with, and at the prices set forth in, Bank's pricing policies, as such pricing policies are amended from time to time.

10. Additional Training. In the event Customer requests training in addition to that provided under Section 10 of this Agreement, Bank may request additional reimbursement in accordance with its pricing policies and any direct or indirect costs, fees, charges or expenses incurred by Bank resulting from Bank's provision of such additional training.

11. Termination.

(a) This Agreement may be terminated at any time for any reason by Customer by providing written notice of termination to Bank. Such termination shall be effective three (3) Business Days after receipt of such notice of termination by Bank.

(b) This Agreement may be terminated at any time for any reason by Bank by providing written notice of termination to Customer. Such termination shall be effective upon receipt of such notice of termination by Customer.

(c) The termination of this Agreement shall not relieve either party of any obligation or liability accrued prior to termination, or rescind or give rise to any right to rescind anything done by either party prior to such termination.

12. Disclosure of Account Information and Transfers. Bank will NOT sell, transfer or otherwise disclose any confidential information about Customer to any third party. Bank will, to the extent not otherwise prohibited by law, disclose information to third parties about Customer's accounts with Bank as follows: 1. To consumer reporting agencies and other reputable transaction information reporting services; 2. To help complete a transaction Customer initiates, including information requested to verify the existence or condition of an account; 3. At Customer's request, which may be oral, in writing, by telephone, electronic or other means recognized by Bank; 4. When disclosure is required by law, such as pursuant to court order, subpoena, legal process or government agency examination or investigation, or to protect or enforce Bank's rights; 5. In response to a request from any bank or other company that is affiliated with Bank, unless Customer in writing request otherwise; and 6. To companies that perform service for Bank in connection with Customer's accounts, such as data processing and software companies and collection agencies.

13. Incorporation of Other Agreements, Laws, Regulations, Etc.

(a) The terms of any and all other agreements between Bank and Customer affecting or affected by the Services, including, but not limited to, any of the Addenda to this Agreement, and any deposit, checking, loan, credit or credit card agreement, are hereby incorporated by reference into this Agreement. If there is a conflict between or inconsistency in the terms and conditions of this Agreement and the terms and conditions of any other agreement between Bank and Customer, this Agreement will control with respect to its subject matter to the extent of the conflict or inconsistency.

(b) Regulations of the Board of Governors of the Federal Reserve System, operating circulars of the Federal Reserve Banks, funds transfer system rules applicable to Bank, and states' laws of mandatory application, if any, are incorporated herein and supersede any inconsistent provision of this Agreement to the extent of the inconsistency.

14. Notice. Notices permitted or requested to be given hereunder may, in Bank's sole discretion, be given via email; provided, however, Bank or Customer may require signed documentation of said notice, which shall be in writing and shall be deemed received and effective if given by registered or certified mail, postage prepaid, five (5) days after deposit thereof with the appropriate postal authorities; if given by nationally recognized express courier which provides a receipt of delivery, on the date delivery is completed; and if given by confirmed telecopier, to be followed by a manually signed hard copy, on the date of transmittal, and in all cases addressed to:

Online Application

Prepared by Peoples Bank, N.A.

Peoples OnLine Connection Master Agreement

If to Bank: **PEOPLES BANK, NATIONAL ASSOCIATION**
Attention: e-Services
138 Putnam Street, PO Box 738
Marietta, Ohio 45750-0738
Facsimile: 740-374-9538
email: online_banking@peoplesbancorp.com

If to Customer: _____
(Business Name)
Attention: _____
Facsimile: _____
email: _____

15. Assignment. Neither party may assign this Agreement without the prior written consent of the other; provided, however, that this Agreement may be assigned by either party without the consent of the other party if such assignment occurs by operation of law as the result of any acquisition, merger, business combination, consolidation or any other similar type transaction involving either Customer or Bank.

16. Entire Agreement. This Agreement and the agreements, laws, regulations and rules specifically incorporated by reference pursuant to Section 13 of this Agreement constitute the entire understanding between the parties and supersede all prior or contemporaneous agreements and understandings, whether written, oral or implied, between Bank and Customer or their affiliates with respect to the subject matter hereto.

17. Headings. Headings used herein are for reference purposes and shall not be deemed a part of this Agreement.

18. Amendment. This Agreement may not be amended, superseded or altered except by an instrument in writing duly executed and delivered on behalf of each of the parties hereto; provided, however, that this Section shall not preclude Bank from changing any of its pricing and policies relating to this Agreement.

19. Waiver. No failure or delay on the part of either party hereto to exercise any right, privilege or power under this Agreement shall operate as a waiver or relinquishment thereof; nor shall any single or partial exercise by either party preclude any other or further exercise thereof, or the exercise of any other right, privilege or power.

20. Severability. The provisions of this Agreement are separate and divisible and if any court of competent jurisdiction shall determine any provision of this Agreement to be void and/or unenforceable, the remaining provision or provisions shall be construed as if the void and/or unenforceable provision or provisions were not included in this Agreement.

21. Governing Law; Jurisdiction; Venue. This Agreement is subject to applicable provisions of Federal law. If any provision of this Agreement shall be deemed invalid under applicable law, such provision shall be ineffective to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions thereof. Except as otherwise provided, this Agreement shall be governed and construed in accordance with the local laws of the State of Ohio, without regard to the principles of conflicts of laws. The parties hereto agree that in any action or proceeding brought by either party relating to this Agreement, each of them will submit and does agree to the exclusive jurisdiction and venue of the United States District Court for the Southern District of Ohio, or if such action or proceeding may not be brought in federal court, the exclusive jurisdiction and venue of the Courts of the State of Ohio located in Washington County, Ohio.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument. Signatures may be exchanged by telecopy, with original signatures to follow.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their respective duly authorized representative to be effective as of the date first set forth above.

(Business Name)

(Security Manager)

Its: _____
(Title)

PEOPLES BANK, NATIONAL ASSOCIATION

**Certificate of Resolution and Authorization to Conduct Business Via
Peoples OnLine Connection**

The undersigned, being the duly elected and qualified Secretary (or Assistant Secretary) of: _____, (Business Name)
(the "Company") hereby certifies the following is a true copy of the resolutions duly adopted by the Board of Directors of said Company (the "Board") and recorded in the minutes of a meeting of the Board duly held on _____, 20____, that at (Date)
said meeting a quorum of Directors was present and voting throughout, and that as of this date said resolution has not been rescinded or modified and is in full force and effect:

RESOLVED

1. That _____, ("Authorized Officer") is hereby (Authorized Officer)
authorized and directed to sign the Peoples OnLine Connection Master Agreement, any amendment and/or addenda (collectively, the "Agreement"), and any document or additional agreement as said Authorized Signer deems desirable and necessary to the Company.

2. That, pursuant to Section 5(e) of the Peoples OnLine Connection Master Agreement, the Company hereby notifies Bank of its intent to consolidate the positions of Security Manager and Transaction Supervisor, and names the following individual to serve in the consolidated position as Security Manager:

(Name)

(Title)

(email address)

3. That the Company understands and agrees the above named individual shall be responsible for requesting, by written instructions on Customer letterhead, additional Logons, deletion of Logons, and changes in access level of Logons, including the Security Manager Logon, and shall have full and complete authority to supervise, approve, and transmit Customer transactions.

4. That **PEOPLES BANK, NATIONAL ASSOCIATION** (the "Bank") is hereby authorized to honor transactions generated using Peoples OnLine Connection, a transactional internet banking system, and to charge the demand deposit account (or any other account) of this Company for the amount of such payment, without inquiry as to the circumstances of issue or the disposition of the proceeds, even if payable to the individual order of the Security Manager, or payable to others for the account of the Security Manager.

5. That the Authorized Officer is hereby authorized to promptly notify the Bank in writing (which notice need not be authorized by any further Board action) of any change in the designation of Security Manager as then on file with the Bank, and the Bank be, and hereby is, authorized to thereafter honor any payment order or other action under the Agreement by any new Security Manager in respect of whom the Bank has received any such notice or notices with the same force and effect as if said Security Manager had been initially named in this resolution; provided, however, that until the Bank has actually received such notice in writing, the Bank is authorized to act in accord with this resolution and that until the Bank has actually so received such notice it shall be indemnified and held harmless from any loss suffered or liability incurred by it in continuing to act in reliance on and pursuant to this resolution and such Security Manager, even though such Security Manager may, in fact, have been changed.

I further certify that there is no provision in the Articles (or Charter) or By-Laws (or Regulations) of the Company limiting the power of this Board to pass this resolution and that same is in conformity with the provisions of said Articles (or Charter) and By-Laws (or Regulations).

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Company, if any, as of this _____ day of _____, 20____.

Secretary