

PEOPLES BANK

BUSINESS ONLINE BANKING AND BILL PAYMENT USER AGREEMENT

This Agreement states the terms and conditions that apply when you enroll in our Business Online Banking and Bill Payment Services (the “Services”) for the purpose of conducting banking transactions and functions online using the Services. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us, including any disclosures provided to you by us.

Section 1: Acceptance of this Agreement. After you have carefully read this Agreement in its entirety and the linked Privacy Notice [click here](#), you will be asked to accept this Agreement as provided in Section 40 below, as well as the Account Documentation (defined below). When you accept this Agreement, you represent and warrant that you are authorized user acting with full authority, and that you are duly authorized to accept this Agreement. You should print or save a copy of this Agreement for your records.

Section 2: Explanation of Terms Used in this Agreement. The following definitions apply to the terms contained in this Agreement:

(a) “Access Information” means any unique identifying information, such as user IDs, passwords, password reminders, and any other security used to prevent unauthorized access to your Account(s), as more fully described and discussed in the Security Procedures.

(b) “Account(s)” means a checking, savings, money market, CD or other deposit account, or loan, line of credit or other loan account maintained by Customer with Bank and enrolled in the Services.

(c) “Account Documentation” means the Terms and Conditions of Your Account, any guidelines, rules, disclosures, disclaimers, user agreements or similar agreements governing any business checking, savings, money market, CD or other deposit accounts, loan, line of credit and credit card accounts, investment accounts and any other business accounts that you may view or otherwise access while using the Services; fee schedules; our electronic funds transfer agreement and disclosures, and the Implementation Documentation, as they may be modified or amended from time to time.

(d) “Affiliate(s)” means any company owned by or under common control with you or us as applicable in the context of this Agreement.

(e) “Applicable Law” means all applicable federal and state laws, rules and regulations, and regulatory guidance (to the extent such guidance is enforced by Governmental Authority) as in effect from time to time governing or relating to this Agreement or the Services, including, without limitation, the ACH Rules and the rules of any funds transfer system, and guidance issued by the Federal Financial Institutions Examination Council and similar advising bodies, the Electronic Funds Transfer Act and Regulation E (12 C.F.R. Agreement 1005), and, if applicable, the sanctions law administered by OFAC.

(f) “Authorized User” means your employee(s) or other person(s) that the Security Manager has authorized to be able to access and use the Services.

(g) “Authorization” means the written Authorization required of the Customer or the Customer’s customers pursuant to the Rules.

(h) “Business Day” or “Banking Day” as used in this Agreement refers to any day other than a Saturday, a Sunday, or a day on which banks are authorized or required by law to be closed according to the Federal Reserve Bank Schedule, including without limitation: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, and Christmas Day.

(i) “Check” means checks, drafts, money orders, and other instruments or Items for the payment of money that may be handled as cash Items by Federal Reserve Banks.

(j) “Collected Funds” means cash deposits or checks that have been presented for payment and for which payment has been received.

(k) “Computer” means your computer, computer system, mobile device, or any other method of access used to

access a Peoples Site and all related equipment and software.

(l) "*Customer*" means a person or organization using one of the products or services described in this Agreement, including all Affiliates, Authorized Users, and authorized signers.

(m) "*Implementation Documentation*" means all materials that explain or facilitate the use of a Service, including, without limitation, set-up forms, user booklets, operational manuals, Security Procedures, instruction and training materials, and information provided by us relating to the Services, but shall expressly exclude any marketing, sales or other promotional material in any form or delivery method.

(n) "*Item*" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Customer, and includes Checks, Substitute Checks and Image Exchange Items. Such term does not include non-cash Items or Items payable in a medium other than United States currency.

(o) "*Losses*" means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) and all costs of settlement of claims.

(p) "*Person*" means an individual, corporation, limited liability company, partnership (general or limited), business trust, or any other form of business entity.

(q) "*Online Bill Pay*" refers to the services we provide through our online bill payment service.

(r) "*Records*" means, with respect to the Services, the hard copy or images retained in connection with the Services, and may include, but not be limited to reports, receipts, confirmations, notices, statements, adjustments, charges, entries, checks, deposit slips, debit or credit memos, invoices, or other documents submitted with a deposit or remittance, corrections, adjustments, transactions, or any document processed as part of a Service and retained by us.

(s) "*Security Manager*" means the administrator that you have designated in accordance with our Security Procedures for controlling access to the Services.

(t) "*Security Procedures*" means Access Information, call back protocols, tokens, keys, test keys, security devices, and other systems and procedures we disclose to you to enable you to use the Services and for us to verify the origin of Instructions and communications to us, all as more fully described in the Security Procedures Supplement attached hereto as a Supplement.

(u) "*Services*" or "*Business Online Banking*" or "*Bill Payment*" means the online banking and/or bill payment services offered by us through our Service Providers and provided under this Agreement.

(v) "*Third Party Provider*" means any third party service provider, processor, or other vendor used by Bank in providing the Services to you, including without limitation Fidelity National Information Services, Inc. ("FIS") or any successor processor, as well as any of their employees and agents.

(w) "*Transaction*" means any transaction in which Bank transfers the Securities to Customer against Customer's transfer of funds to Bank with a simultaneous agreement by Customer to transfer to Bank such Securities on demand against the transfer of funds by Bank.

(x) "*UCC*" means the Uniform Commercial Code, as enacted In the State of Ohio.

(y) "*Us*", "*we*", and "*our*" mean Peoples Bank, and all of its affiliates and subsidiaries.

(z) "*You*" and "*your*" mean the person or entity enrolling in the Services, the owner or owners of the Account(s), as well as any Authorized User of the Account that such person allows.

Section 3. Online Services: By using Business Online Banking, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. If you decide not to agree to the terms and conditions discussed herein, you may not use the Services.

- a. In addition to this document, in connection with your use of the Services, you may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on Business Online Banking or any other Bank website or otherwise provide or make available to

you from time to time. Furthermore, if you use certain features, products or services available on or through the Services, you will be subject to, and/or required to agree to Account Documentation, including separate user agreements, customer agreements or similar agreements governing or relating to such features, products or services.

- b. If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Account Documentation solely as they apply to Business Online Banking and Online Bill Pay services, this Agreement controls; provided, that the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law or that are provided by Bank in an Account Documentation.
- c. This Agreement shall apply regardless of the means by which Business Online Banking or Bank website are accessed, including, but not limited to, electronic mail, or links from another web site via a computer, mobile device, or any other means of access.
- d. Certain features, information, types of transactions or other services available while using the Services are only available for certain Accounts and may not be available when accessing the Services via mobile device or for all of your Accounts.
- e. For certain accounts, you may be able to hyperlink from Business Online Banking to another Peoples website relating to such accounts, where you may be able to access features, information, transactions or other services pertaining to those accounts that you cannot access directly on Business Online Banking (and that thus are not deemed a part of the Services).

Section 4. Devices and Security: Use of the Services requires a computer or approved mobile device or tablet and internet access connected through an internet or mobile service provider and a web browser (for example, Google Chrome or Microsoft Internet Explorer). You are responsible for the security of your computer and your internet connection. Except as specifically provided in this Agreement or where Applicable Law requires a different result, neither we nor our Third Party Providers will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Google (Google Chrome) or Microsoft (Microsoft Explorer browser), by an internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our Third Party Providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Services through Business Online Banking.

We reserve the right, under certain circumstances, to deny your access to any one or more Account(s) or to the Services or any part thereof, or to deny the processing of transactions, in order to maintain or restore security or performance to Business Online Banking or any other Bank website and systems. We may do so if we reasonably believe your Access Information has been or may be obtained or is being used or may be used by an unauthorized person.

To further enhance your security, users of the wire transfer and ACH services through Business Online Banking will be required to make use of our dual control procedures within your organization so that all wire and ACH requests will be made by two Authorized Users.

In addition, by using the Services, you acknowledge and agree that the Security Procedures for electronic banking transactions set forth in this Agreement are commercially reasonable.

Security Managers are responsible to add, change, and/or remove users at their discretion. Security Managers also have the ability to determine if and who is able to access your Accounts using our mobile banking app.

Section 5. Confidentiality of Access Information and Access Devices: You acknowledge and agree that Access Information is strictly confidential and should only be disclosed to the Security Manager or Authorized Users to whom it was assigned. You must instruct the Security Manager and all Authorized Users that they should not disclose their Access Information to anyone, including your other employees. You agree to establish and maintain procedures reasonably adapted to assure the confidentiality of the Access Information and to be solely responsible for the security of Access Information. We are not responsible or liable for any loss or damages in connection with transactions made using Services if supplied with required Access Information.

If you believe a password or other Access Information for a Security Manager has become known by unauthorized persons (whether or not employed by you), then you must immediately call the Business Support Center at 1.800.374.6123 option 6 and we will, as soon as practical, remove the compromised information from the system, and issue new Access Information in accordance with our security requirements. You must take action to re-issue any Access Information for Authorized Users used to perform unauthorized transactions. If you believe a password for an Authorized User has become known by unauthorized persons (whether or not employed by you), you must (i) immediately remove the compromised password from access to the Services, (ii) issue a new password to the Authorized User(s) whose password was compromised, and (iii) immediately notify us of any unauthorized transactions. We reserve the right to change Access Information at any time upon prior notice.

Section 6. Enrollment in Services; Accounts Which Can Be Accessed: In order to enroll in and use the Services, you

will need your 9-digit Tax Identification Number, unless otherwise expressly agreed by Peoples (provided Peoples shall have no obligation to so agree). You must also have opened at least one Account.

If you have more than one Account, you must designate which of your Accounts you want to “link” together for purposes of the Services, and all such Account will appear in your Business Online Banking profile on Business Online Banking and may be accessed by Authorized Users.

By enrolling in the Services, you authorize Peoples to process transactions for you as requested by you from time to time, and you authorize us to post transactions to your Account(s) as directed. You further authorize Peoples to make automatic recurring payments in such manner as you direct.

Section 7. Electronic Communication: You agree that all electronic communications that we receive on Business Online Banking or otherwise in connection with the Services, such as those directing us to take an action with respect to our Account, that match Access Information or other identity information you have provided when enrolling in or using the Services will be deemed valid, authentic and binding obligations. Pursuant to law and regulations, these electronic communications therefore will be given the same legal effect as your written and signed paper communications, shall be considered a “writing” or “in writing” and shall be deemed for all purposes (i) to have been “signed” and (ii) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communications are valid and you will not contest the validity or enforceability of such communications or any related transactions, absent proof of altered data or tampering, under the provisions of any Applicable Law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, and such copies shall be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

By enrolling in Business Online Banking you agree that as a condition of using the Services you consent to receiving all transactional e-mail communications from Peoples which are directly related to your use of the Services or to your Account(s) and to any disclosures that may result from Peoples sending account communications to you via the e-mail address you provide. For more information about our privacy and information-sharing practices, please visit the Bank website.

We recommend all communication be sent via secure messaging, available through the “Services” section of Business Online Banking. Your secure messages are available online for up to 120 days from the date sent or received. For account transactions, please use the appropriate functions available through the Services or call the Business Support Center at 1.800.374.6123.

Section 8. Transfers: Your ability to transfer funds from certain Accounts is limited by federal law. You should refer to the Account Documentation which govern your Accounts, copies of which are available by calling the Business Support Center at 1.800.374.6123, for the legal restrictions and the service charges and penalties for excessive withdrawals or transfers. Transfers made using the Services are included in calculating the permissible number of transfers from certain Accounts described in your Account Documentation.

We reserve the right to impose a frequency or dollar limit on transfers, or to refuse to make any transfer between certain Accounts. We are obligated to notify you promptly if we decide to refuse to complete your transfer instruction; provided, however, that notification is not required if you attempt to make transfers that are prohibited under this Agreement, any Account Documentation, other Peoples agreements affecting the terms of your Account(s), or federal or state laws.

The number of transfers and the amounts which may be transferred are limited pursuant to the terms of the Account Documentation for those Accounts. Transfer amounts must be from Collected Funds, otherwise you may incur an overdraft fee. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. In addition to the specific account limitations, for security reasons, we may implement limits and/or restrictions on the number or amount of transactions.

Except as provided in this Agreement, all internal transfer instructions received before the time indicated on the Implementation Documentation will be posted to your Account the same day. All internal transfer instructions received on a Business Day after the time indicated on the Implementation Documentation will be posted the next Business Day. Contact the Business Support Center at 1.800.374.6123 for a list of our banking holidays.

Section 9. Payments and Bill Payment/Pay: Online payments include (i) payments made through an Account (“**Outgoing Payments**”), including, without limitation, any payment that you schedule through our Online Bill Pay service, (ii) payments to certain Bank accounts (“**Incoming Payments**”), and (iii) payments made in the form of funds transfers to eligible loan or line of credit accounts (which are covered by the “Transfers” section above and any other provisions governing transfers in this Agreement).

Online Bill Pay payments and any other bill payments permitted by the Services will be debited from your designated Account. Peoples’ receipt of your bill payment instructions authorizes us to debit your Account, and to remit (or request that such financial institution remit) funds on your behalf.

You understand and agree that it is your responsibility, in accordance with all terms hereof, to authorize bill payments in such a manner that the bills will be paid on time and that the payee will receive your payment no later than the due date

on the statement provided to you by the payee.

You understand and agree that we reserve the right to impose a frequency or dollar limit on bill payment requests or to refuse to make any payment you have requested. You understand we will notify you promptly if we decide to refuse to complete any payment instruction; provided, however, that notification is not required if you attempt to make payments that are prohibited under this Agreement.

With respect to Outgoing Payments, if at the time funds are to be removed from your Account, there are insufficient funds, and we pay the bill, you understand and agree that you are responsible for reimbursing Peoples for the amount of the bill, along with any additional fees or penalties. Additionally, your Account may be placed on frozen status and future payments may be cancelled. The dollar amount of these fees or penalties are published in the Implementation Documentation. You further understand that any and all payments by Peoples in these circumstances are purely at our discretion and that the payment by Peoples of any bills under these circumstances in no way obligates us to pay the same or similar bills in the future.

You should keep your bill payment accounts open and active. Should your Account close, your Online Bill Pay services will end and any unprocessed Outgoing Payment transactions will be cancelled. Cancellation of your Online Bill Pay transactions may take up to five (5) Business Days from the processing date of a payment scheduled from your closed Account. We recommend that you cancel any scheduled payments prior to closing your Account. If you close your Account, any Incoming Payments will not be processed. Outgoing Payments scheduled through Online Bill Pay from the closed Account may be processed, depending on proximity to the scheduled due date.

With respect to Incoming Payments for which your payment account is not a Peoples account, additional terms and conditions established by the financial institution with which you have such payment account may apply to such Incoming Payments.

We or our Third Party Provider will use reasonable efforts to timely and properly complete funds transfers and bill payments from your designated Account(s) (as applicable) according to your properly entered and transmitted instructions. However, neither a Third Party Provider nor we will be liable in any way for any failure or delay in completing any such transaction (whether an Outgoing Payment, Incoming Payment or funds transfer, as applicable):

- a. If, through no fault of our own or of our agent, you do not have adequate money in a designated Account to complete a transaction from that Account, or if that Account has been closed; or the transaction would exceed the credit limit on any applicable overdraft line of credit;
- b. If our payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute your bill payment instructions;
- c. If you have not properly followed instructions on how to make a funds transfer;
- d. If you do not provide Peoples with complete, correct and current payment account or payee information, or if you otherwise do not give complete, correct and current instructions so that a funds transfer or bill payment can be made;
- e. If you do not authorize a bill payment or transfer soon enough for your payment to be made and properly credited by the payee by the due date;
- f. If a timely bill payment is made but the payee nevertheless does not credit your payment promptly after receipt;
- g. If withdrawals from any Accounts have been prohibited by a court order such as a garnishment or other legal process;
- h. If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- i. If your Computer was not working properly such that it interfered with your attempt to authorize a funds transfer or bill payment;
- j. If circumstances beyond our or Third Party Provider control prevent making a funds transfer or bill payment. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters, terrorist acts or war; or
- k. In any other set of circumstances as set forth in your Account Documentation.

Section 10. Mobile Banking and Remote Deposit Capture: Some features and services available through Business Online Banking are not available through the mobile banking app. To access these features on your mobile device, you may need to launch Business Online Banking from your mobile browser.

You agree to always log off of mobile banking at the completion of your session.

You agree to update mobile security software when available. You agree that your mobile device will be locked if it is left unattended.

In the event that your mobile device is lost or stolen and you believe you were not logged off and/or feel your Access Information may have been compromised, please contact the Customer Care Center. We also recommend that you contact your wireless service provider to have your device deactivated.

The use of mobile remote deposit will be subject to limits, and your initial deposit using the Services must be less than \$5,000. We will notify you of these limits upon reasonable request. We may change your dollar limits at any time at our sole discretion. Mobile deposit funds are NOT immediately available for withdrawal. Checks deposited before the time indicated on the Implementation Documentation will be posted on the next Business Day. Checks deposited after the time indicated on the Implementation Documentation will be posted on the second Business Day after the Business Day on which the mobile deposit is made. The back of the check should be endorsed with your signature and the word "FOR MOBILE DEPOSIT ONLY". An incorrect endorsement may result in delayed processing.

Section 11. Online Statements and Notices: You may elect to receive your account statement(s) online, and if you do you are consenting to receive from us by electronic means only, your monthly statement for your specified Account and other disclosures related to this service such as your annual privacy notice. While enrolled for online statements, you will no longer typically receive paper statements in the mail. However, you may be sent paper statements or other documents that contain important information about your Account. You should continue to review any correspondence that we mail to you.

When your online statement is available, an e-mail notification will be sent to the e-mail address that we have on file. It is your responsibility to notify us of any changes in your e-mail address.

You will also need Adobe Acrobat to review statements in PDF format, if such statements are available. To read statements in PDF format, you will need to download Adobe Acrobat software into your browser.

There is no cost to download this software. If you do not have Adobe you can download it from the following link: <http://www.adobe.com/products/acrobat/readstep2.html>

To print statements you must have a printer connected to your computer. To download statements, if available, you must have sufficient hard-drive space (approximately 1 MB) to store the statements. If, in the future, you no longer have access to a computer that meets our hardware and software requirements, please contact us at 1.800.374.6123 option 6 to un-enroll from receiving electronic communications.

We reserve the right to cancel your participation in this program at any time. Please note that the Online Banking Terms and Conditions are part of the Account Documentation and also apply to your use of this service.

Section 12. Stop Payments: You can request a stop payment on written checks by either submitting the request through Business Online Banking, by contacting Bank by telephone or stopping into one of our offices. Stop Payment requests must precisely identify the name of the payee, the check number, the amount, and the date of the check; failure to provide specific check information may result in an invalid request and therefore the check will post to your bank account. If you make your stop-payment request online or by telephone, you may also be required to submit, in addition to the initial request, if such request was made either by telephone or online, a written request within 14 days of your call or online request. Please refer to your Account Documentation for applicable stop payment fees.

Section 13. Fees; Funds Availability; Overdrafts: You agree to pay us the applicable fees and charges as set forth in the Peoples Bank Fee Schedule. We reserve the right to change fees or add fees at any time, and will provide notification to you of such changes. Your continued use of the Services indicates your agreement to any fee changes. Any new fees will take effect with the next account analysis or statement period. Unless other arrangements are made with us, including reduction in fees through account analysis and compensating balances as calculated by us, you agree that we are authorized to charge the fees and charges to any of your Account(s) when due. You shall be responsible for payment of all sales, use or excise, value added, utility or other similar taxes relating to your use of the Services.

- a. The Services may also be subject to additional fees that may arise in certain limited circumstances in connection with your use of the Services (including, without limitation, if you request a stop payment or order a print copy of a check or statement). In addition to such fees set forth in the Implementation Documentation, you shall be subject to all fees, charges, penalties, balance requirements, and other restrictions explained in Account Documentation.
- b. With respect to any Service, we may, at our sole discretion, allow an overdraft to occur in your Account. Except as we agree or advise you otherwise in writing, you must repay us immediately, without demand, the amount of such overdraft plus any overdraft fees, charges or interest. In such cases, the fact that we previously allowed an overdraft to occur does not obligate us to do so in the future. For purposes of satisfying your payment obligations, we may consider any overdraft line of credit or other arrangement you have with us.
- c. You agree to be responsible for any telephone charges and/or internet service fees you incur in accessing your Account(s) through the Services.

Section 14. Security Procedures: Your Responsibility: You agree to comply with our Security Procedures for the

Services. Our Security Procedures are described in greater detail in the Security Procedures Supplement attached hereto as a Supplement, as it may be amended from time to time, or as communicated via Business Online Banking or the Bank website. Our Security Procedures may include the issuance of Access Information. You agree that your use of the Services constitutes your acceptance of the Security Procedures as commercially reasonable in the context of your business operations. You agree to give our Security Procedures the same level of confidentiality you would give to your own security procedures. Notwithstanding any Security Procedures that may from time to time be in effect for detecting errors in transactions using the Services, we shall have no duty to discover or report to you any such errors, and neither shall we be liable to you for the failure of such Security Procedures to detect such errors.

You will be liable for your use of the Services and any and all transactions made, authorized, or blocked when we receive required information or instructions to process a transaction through Business Online Banking using Access Information assigned to your employees, even if the person sending information or instructions (i) has exceeded his/her authority; (ii) does not have authority from you; (iii) has had his or her authority changed or revoked; or (iv) is not the same person as the employee whose Access Information is being used. If you permit any Affiliate or other Person to access one of our Services, we will not be responsible or liable for such Affiliate or Person's use or misuse of our Services or access to Accounts for which you did not authorize that Affiliate or Person to have access and you agree to be liable for any such use of the Services. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to the pertinent Services.

Section 15. Confidentiality: Customer acknowledges and agrees that all information or data disclosed by Bank to Customer, or to its employees, vendors or clients, through its use of the Services ("**Confidential Information**") is confidential and proprietary to Bank and Customer will not use or disclose such confidential and proprietary information, in whole or part, to any person, firm, corporation, association, or other entity, except as permitted by in this Agreement or as required by law or upon Bank's express written consent, and will cause its employees, vendors and clients to take such action as shall be necessary to limit access to such Confidential Information to persons required to have access thereto for the performance of the Services. You agree that any specifications or programs developed by Bank in connection with this Agreement, any Implementation Documentation, or supplied or made available by Bank, are the exclusive property of Bank, its agents, suppliers, or contractors, and you further agree that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. The obligations under this [Section 13](#) shall survive termination of this Agreement. This confidentiality provision shall survive the termination of the Agreement.

Section 16. Your Duty to Review and Inspect: You are responsible for promptly reviewing and inspecting any and all reports, data transmissions, invoices, and Records. Except as otherwise provided in the description of a particular Service, you agree to notify us of any errors or discrepancies within thirty (30) days after the report, invoice, transaction, or Records which contain such errors or discrepancies are received by you or otherwise made available to you (including through the Business Online Banking Services). If you fail to notify us of such error or discrepancy within such thirty (30) day period, then you shall be precluded from asserting such error or discrepancy against us. Notwithstanding the foregoing, we reserve the right to, in our sole discretion; adjust transaction Records for good cause after the expiration of said thirty (30) day period.

Section 17. Financial Review: You shall, upon our request, promptly provide us from time to time with your most recent financial information and statements as we determine to be reasonably necessary or appropriate. Such information may include, but shall not be limited to, audited financial statements, including balance sheets, income statements, statements of retained earnings, and consolidated statements of changes in financial position, all in reasonable detail and stating in comparative form the respective figures for the corresponding date and period in the prior fiscal year and all prepared in accordance with generally accepted accounting principles (GAAP) consistently applied. Notwithstanding the foregoing, if you are a publicly traded entity, you shall, upon our request, provide or make available to us your most recent publicly available annual consolidated statements of financial condition in lieu of the aforementioned financial information.

Section 18. Indemnification: You will indemnify us, our directors, officers, employees and agents, and hold them harmless from and against any and all Losses arising out of or related to (i) any breach of any of your representations or warranties or agreements herein; (ii) Bank's actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (iii) your acts or omissions, or those of any of your vendors, agents or employees. The foregoing indemnification obligations shall apply to any claims and demands made, asserted, or threatened, directly or indirectly, by any person (whether an individual or other legal entity) which may be incurred by us relating to or arising out of this Agreement; other than those arising out of our gross negligence or willful misconduct. In addition, if we become involved in legal action to defend or enforce this Agreement against you, you agree to pay our reasonable attorneys' fees and costs if we prevail in any such action, to the extent not prohibited by law. The preceding two sentences may not apply if you are a public funds customer (e.g. government or public university) and the governing state law prohibits indemnification by such entities.

Section 19. Limitation of Liability: Notwithstanding any provision of this Agreement providing to the contrary, our liability to you for failure to exercise ordinary care resulting in a delay in executing, improper execution of, or failure to execute a transaction shall be limited to actual proven damages sustained by you. Failure to exercise ordinary care shall not be inferred by reason of a loss of a Check, deposit, transaction, or Entry, or any other Item. We shall not be responsible for your acts or omissions, those of your vendor, agent or employee, any other party providing services to

you, or any other person or entity, including, without limitation, Fed Wire, SWIFT, Telex, any automated clearing house, or any other financial institution. We shall not be responsible for any Loss arising from or in connection with any inaccuracy, act or failure to act on your part or on the part of any person not within our reasonable control. We shall not be responsible for any action taken or omitted by you under this Agreement arising from (i) your negligence or breach of this Agreement, including your failure to follow the Security Procedures; or (ii) any ambiguity, inaccuracy or omission in the instruction or information provided to us, or the misuse, theft, or misappropriation of Access Information by you, your vendors, employees, agents or by any third parties. We shall not be responsible for any charges imposed by any vendor or other third party not retained by us. Our liability hereunder for interest Losses will be calculated by using a rate equal to the average federal funds rate at the Federal Reserve Bank of Cleveland, and any such compensation shall be limited to the amount of interest lost for a period not exceeding thirty (30) days following your receipt of the confirmation advice, account statement or when we have otherwise made such information available to you (whichever comes first) less any interest actually earned on the funds. Except expressly provided in this Agreement, we shall not be required to act upon any notice or instruction received from you or any other person with respect to any matter.

IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGE OF ANY KIND HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, LOSSES OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT OR LOST PROFITS, IN EVERY CASE WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGE.

Section 20. Disclaimer of Warranties: EXCEPT AS PROVIDED IN ANY APPLICABLE SERVICE DESCRIPTION, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, IN LAW OR IN FACT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WITH RESPECT TO THE SERVICES OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES OR ANY THIRD PARTY CONTENT. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT, NO PROVISION OF MARKETING OR SALES MATERIALS, AND NO STATEMENT MADE BY ANY SALES REPRESENTATIVE IN CONNECTION WITH THE SERVICES SHALL CONSTITUTE REPRESENTATIONS AND WARRANTIES OF ANY KIND.

Section 21. Events Beyond Our Control: We will be excused from any delay, and will not be responsible or liable for any loss of information, errors or delays in transmission and/or processing of your transactions, damage, cost, loss, or liability, arising out of causes beyond our control, including, but not limited to, strike, lockout, war, lack of electricity, riot, insurrection, fire, flood, unavoidable accident, acts of God, acts of nature or any cause which is attributable to a third party, governmental acts or regulations, legal constraint, computer malfunction including, but not limited to, computer viruses, equipment breakdown, electrical or mechanical failure, or the enactment, or the issuance or operation of any adverse governmental law, ruling, regulation, order or decree, we will not be responsible for any error, delay or loss of information caused by any other person or entity not a party to this Agreement. In the event of any errors or delays by us, we will only be responsible to use ordinary care to correct any such errors or resume transmissions of information required to be made by us as soon as reasonably possible.

Section 22. Termination of Services: You have the right to terminate any one or all of the Services covered by this Agreement by providing thirty (30) days' advance written notice to Bank at the address shown below. The Services will automatically terminate immediately if Business Online Banking is cancelled by either party or the Account is closed for any reason by either party. Termination of the Service will not terminate Customer's or Bank's rights or obligations under this Agreement with respect to events or actions which occurred before such termination. Bank reserves the right to terminate this Agreement and your access to the Services, in whole or in part, at any time and for any reason. Without limiting the foregoing, if you do not access the Services and there has been no activity on any of your Accounts through use of the Services (such as an automatic bill payment) for any consecutive 90-day period, and there is no such activity pending as of the end of such period, we reserve the right to terminate your access to the Services. If any of your Accounts are closed due to insufficient funds or any other reason, such Account will no longer appear in your Business Online Banking profile. If any other Account is closed for any reason, such Account may no longer appear in your Business Online Banking profile.

If you wish to terminate your ability to use Online Bill Pay or any one of the Services, or the Services as a whole (it being understood that your termination of Online Bill Pay will not terminate your ability to access and use any other part of the Services, but your termination of the Services will automatically terminate your ability to access and use Online Bill Pay), please call toll-free 1.800.374.6123 option 6 or send us cancellation instructions in writing to Peoples Bank, Post Office Box 738, Marietta, Ohio 45750 ATTN: Business Support Center. If you wish to reinstate your access to Online Bill Pay or the Services as a whole following any such termination (although we reserve the right not to reinstate such Services as we determine in our sole discretion), please call toll-free at 1.800.374.6123 option 6 or send us instructions in writing to Peoples Bank, Post Office Box 738, Marietta, Ohio 45750 ATTN: Business Support Center.

Upon termination of Online Bill Pay or the Services as a whole, we will endeavor to cancel any applicable account transactions you have previously authorized, provided that we make no guarantee that we will be able to do so. You will be solely responsible for any fees that apply to any such cancellation. Any payment or other transactions that we are not able to cancel or that have already been processed before the requested termination date will be completed. Notwithstanding the foregoing, all scheduled payments, including without limitation recurring payments, must be voided prior to cancellation of the Online Bill Pay service. Termination shall not affect your liability or obligations under this Agreement for any transactions initiated prior to termination.

Section 23. Cooperation in Recovery. In the event of any damages for which we or you may be liable to the other party hereto or to a third party pursuant to the Services provided under this Agreement, we will each undertake reasonable efforts to cooperate with the other party, as permitted by Applicable Law, in performing loss recovery efforts and in connection with any actions the relevant party may be obligated to defend or elects to pursue against a third party.

Section 24. Severability: If any clause, provision, or section of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken under this Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken thereunder or hereunder.

Section 25. Governing Law; Venue; Waiver of Jury Trial: Except with respect to the UCC, this Agreement is governed by the laws of the State which governs your Accounts according to the Account Documentation, without regard to its conflicts of laws rules. You hereby submit to the exclusive jurisdiction of such State's state and federal courts, and waive any objection to venue and forum non-convenience with respect to actions brought in such courts. Each of you and us expressly and irrevocably waive our right to trial by jury in any matter arising out of or related to this Agreement or any Service.

Section 26. Complete Agreement: This Agreement, together, with the Implementation Documentation and the Account Documentation, constitutes the entire agreement between you and us. Any representations, promises or conditions in connection therewith not set forth in the foregoing or in a writing signed by all affected parties will not be binding. In the event performance of the Services in accordance with the foregoing would result in a violation of any present or future statute, regulation or government policy to which we are subject, then the foregoing will be deemed amended to the extent necessary to comply with such statute, regulation or policy.

Section 27. Modification; No Waiver: We reserve the right to modify, at any time and in our sole discretion, without your consent, and without notice to you unless required by law, any of the terms and conditions set forth in this Agreement, and we may notify you of such changes in writing or by electronic means (including via Business Online Banking). Except as otherwise provided in this Agreement or as otherwise stated in the notice (if sent), any modification by us will be effective when we send notice to you. You may modify this Agreement only with signed written consent from us. Except for changes made in accordance with this section, no deviation, whether intentional or unintentional, shall constitute an amendment or modification of this Agreement, nor constitute a waiver by us of any rights in this Agreement. No delay or omission on our part in exercising any right hereunder shall operate as a waiver of such right or any other right. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

- a. We may, from time to time and at any time, revise, update, amend, restate, discontinue or otherwise modify, temporarily or permanently, the Services or any part thereof (including, without limitation, Business Online Banking, this Agreement, the scope of the Services, and any materials related to the Services), or your access thereto. We will attempt to provide prior notice of any such material changes (by posting a notice of such changes on Business Online Banking when you log in, and/or sending a notice to you at the address shown on our records or sending you a secure message), but cannot guarantee that such notice will be provided.
- b. Notwithstanding the foregoing, whenever reasonably practicable, we will attempt to post or send such notice at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions; provided, that we cannot guarantee that we will provide such notice by such time; and provided further, that we reserve the right to make any such changes effective immediately if necessary to maintain the security of the system or to comply with any laws or regulations. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change.
- c. Changes to the Services may render prior versions of the Services obsolete. Without limiting the foregoing, we reserve the right to terminate this Agreement as to all prior versions of the Services and/or related materials and limit access to our more recent versions and updates.

- d. You may choose to accept or decline changes by closing, continuing or discontinuing use of the Services to which these changes relate. Your use of the Services after we make any changes will constitute your agreement to such changes. We also reserve the option, in our sole business judgment, to waive, reduce or reverse charges or fees in individual situations.
- e. We may, from time to time perform maintenance upon the Services or experience hardware, software or other problems related to the Services, resulting in interrupted service, delays or errors in the Services. We will attempt to provide prior notice of such interruptions, delays or errors but cannot guarantee that such notice will be provided.

Section 28. Assignment; Binding Agreement: The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Section 29. Notices: All notices, requests, demands or other communications required or permitted to be given under this Agreement shall be given in writing and shall be deemed to have been given if delivered by hand or by certified mail, postage prepaid, effective upon receipt thereof to the address on file with Bank.

Section 30. Representations and Warranties: You warrant and represent that as of the date of this Agreement and the date of any transaction entered into on Services obtained under this Agreement that: (a) you are duly organized, validly existing, and in good standing in the jurisdiction in which you are organized; (b) there are no provisions of any law, or any certificate of incorporation, certificate of organization, by-laws, operating agreement, partnership agreement, or any agreement of any kind, nature or description binding upon you which prohibits you from entering into or performing under this Agreement; (c) your execution and performance of this Agreement has been duly authorized and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms; (d) the person(s) executing this Agreement on your behalf is authorized by you to do so; (e) all Accounts accessible pursuant to the Services were established only for business purposes and the transactions made with respect to those Accounts will only be for business purposes; (f) your execution, delivery and performance of this Agreement does not conflict with or violate any law applicable to you or your business or any of your assets or any contractual restriction binding on or affecting you or any of your assets; (f) you are authorized to accept for deposit any Checks deposited in your Account(s) or an Account of your Affiliate using any of the Services. We will be entitled to rely on any written notice or other communication believed by us in good faith to be genuine and to have been signed or authorized by an authorized representative of yours.

Section 31. InterCompany Services/Authority to Transfer or Commingle Funds. In the event that you request us to provide Services to a parent company, subsidiary, affiliate, or other commonly owned company, you agree that you shall be jointly and severally liable for such company's obligations under this Agreement for the Services provided. You represent and warrant that any and all transfers and commingling of funds required or permitted by any Service or requested by you, and all other aspects of the performance hereby by us and you, have been duly authorized by all necessary parties, including, without limitation, the account holder of each Account, and that you maintain as part of your business records, and will make available to us, upon reasonable request, for a period of seven years after termination of the Services, adequate documentary evidence of such Authorization from the account holder of each Account, executed by duly authorized officer(s) in accordance with the account holder's organizational documents and authorizing resolutions. You further represent and warrant that each funds transfer or commingling of funds authorized hereunder is not a violation of any agreement, bylaw, or authorizing resolution to which you are bound, or any of your affiliates or subsidiaries, nor is it a violation of any applicable federal, state or local law or regulation. Each representation and warranty contained herein shall be continuing and shall be deemed repeated upon Bank's affecting each funds transfer and commingling of funds authorized hereunder.

Section 32. License, Copyrights, Patents, Trademarks, and Other Intellectual Property Rights: You acknowledge that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Services and any versions thereof, including all Implementation Documentation and instructions relating thereto, are and shall remain our sole property or that of our Third Party Provider where indicated. You shall not during or at any time after the expiration or termination of this Agreement in any way question or dispute our ownership thereof. In the event that new inventions, designs or processes evolve in performance of or as a result of the use of any of the Services, you acknowledge that the same shall be our property, unless otherwise agreed in writing by us. If applicable, we grant you a license to use Business Online Banking in connection with the Services provided hereunder during the term of this Agreement.

Section 33. Customer Vendors: Any third party service provider or vendor selected and used by you in connection with your use of the Services, including any value added networks, shall be deemed to be your agent, and you will be liable for (i) such vendor's failure to comply with any Security Procedures or operating requirements relating to the Services hereunder, (ii) for all fees, costs and expenses owed to each vendor for its services, and (iii) for any Losses incurred by you or us as a result of such vendor's failure to perform, or delay or error in performing, its services. This paragraph shall survive termination of this Agreement.

Section 34. Bank's Third Party Provider: You acknowledge and agree that we may arrange for some parts of the Services to be performed or provided by a Third Party Provider. Our use of a Third Party Provider shall not relieve us of our

obligations under this Agreement, and, we and any Third Party Provider shall only be responsible for the acts or failures to act by such Third Party Provider to the same extent we would incur responsibility therefore under this Agreement if we had so acted or failed to act. You agree not to bring a claim or any form of legal action against any Third Party Provider and agree to hold any such Third Party Provider harmless in connection with this Agreement and acknowledge that any such claims will be brought only against us.

Section 35. Survival: All warranties, indemnities, and confidentiality requirements will survive the performance and termination of this Agreement.

Section 36. Recording: We are authorized (but not obligated) to electronically record and retain telephone conversations between you (and your purported authorized representatives) and us.

Section 37 Headings: The headings used in this Agreement are for reference and convenience purposes only, and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

Section 38. Harm to Computer Systems/Data: You agree that we shall have no liability of any kind for viruses, worms, Trojan horses, or other similar harmful components that may enter your Computer by downloading information, software, or other materials from Business Online Banking or any other Bank website.

Section 39. Area of Service: Unless otherwise agreed by Peoples, the Services described in this Agreement are solely offered to citizens of the United States of America. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No contents from Business Online Banking or any other Bank website may be downloaded or otherwise exported in violation of United States law.

Section 40. Electronic Signatures: You agree to all of the provisions of this Agreement (to the extent applicable as provided in this Agreement) by any and all of the following means:

- Using our Business Online Banking and/or Bill Payment Services to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.
- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of the Services has the same effect as if you had signed this Agreement with your physical signature or that of your authorized company representative.

You agree and consent that the use of any means to select an item, button, icon or similar act/action while using the Services, or in accessing or conducting any transactions regarding any agreement, acknowledgement, consent, terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. You further agree that no certification authority or other third party verification is necessary to the validity of your electronic signature provided as described above.

Your physical signature, electronic consent, or use of the Services is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this Agreement but would like to have a paper copy, please call toll-free 1.800.374.6123 option 6 or send us a request in writing to Peoples Bank, Post Office Box 738, Marietta, Ohio 45750 ATTN: Business Support Center.

SECURITY PROCEDURES SUPPLEMENT

Security Procedures

The procedures and processes described herein are designed to establish the minimum control expectations for online banking and electronic transaction activity, and are collectively referred to as the “**Security Procedures**”. The Security Procedures supplement the prudent banking practices and precautions required of Customer and described in the Agreement. As a financial institution, we are required to offer commercially reasonable security procedures for the Services. Your use of the Services confirms your acknowledgement that the Security Procedures we offer are commercially reasonable.

The Security Procedures made available to Customer assist with Customer authentication at login, and provide a system of layered security for access to Bank’s system for online transactions and access to Customer’s information. The Bank will provide Customer with access codes, PINs, Access Information, or other means of identification and

authentication (“**Access Information**”) for the Security Manager to employ in accessing the Services. The Bank may also make available Security Procedures enhancements (“**Security Procedures Enhancements**”) for certain of the Services, specifically, the mandatory and discretionary Security Procedures Enhancements described below. We strongly encourage you to make use of these discretionary security procedures when accessing the Services. Certain Services will require Customer to consult Implementation Documentation provided in connection with those Services. The Bank shall not be responsible for any action taken, allowed or omitted in connection with any of the Services provided by Bank, or for any liability, loss, claim, or damage incurred by Customer, and arising from the failure of Customer to follow and employ the Security Procedures.

The Bank will periodically supply Customer with information and guidance that it receives from its regulators or industry partners for preventing fraud losses from security threats, such as corporate account takeover by means of business email compromise, unauthorized electronic intrusion, ransomware, and other methods. This information will be posted on Bank’s website or sent by email to the Security Manager. In most cases, the guidance encourages Customer to exercise prudence in the conduct of its banking business, and to train employees of these threats and in the use of appropriate safeguards. We provide this information as a service and while there is no mandate to employ specific practices or measures, we strongly encourage that you address these threats appropriately.

Compliance With Security Procedures

Customer agrees to change the temporary Access Information promptly after Customer is given access to the Services for the first time, and subsequent thereto no less frequently than every 90 days, and ensure that Access Information is not used by or accessible to anyone other than those individuals to whom it was issued. Customer also agrees to change on a regular basis any Access Information that is assigned to Customer’s security manager (“**Security Manager**”) as prompted by any of Bank’s systems. Whenever anyone who has had access to Customer’s Access Information(s) is no longer employed or authorized by Customer to access the Services, Customer is responsible for notifying Bank promptly so that Bank may delete and/or block any Access Information used by or assigned to such departed employee. The Bank may require Customer to change Customer’s Access Information at any time. The Bank may deny access to the Services without prior notice if Bank is unable to confirm (to its satisfaction) any person’s authority to access the Services or if Bank believes such action is necessary for security reasons. No transmission of any data that might contain confidential information should be sent over the Internet unless it is authenticated and encrypted via an outside vendor’s secure system.

Security Procedures Enhancements Applicable to Online Banking

In addition to the Security Procedures described above, Customer must select and make use of the Business Online Banking Security Procedures Enhancements (“**Security Procedures Enhancements**”) offered by Bank in accordance with the instructions provided by Bank. Customer understands that a failure to use the Security Procedures Enhancements will increase its risk of unauthorized transactions. Customer understands that access to the Accounts is under Customer’s complete control and that Bank employees are unable to unilaterally access Customer’s Accounts through use of Business Online Banking. **It is the responsibility of Customer to regularly access their Accounts by means of Business Online Banking to review the activity posted to its accounts, and to immediately notify Bank in the event it detects any unauthorized activity.**

Required Security Procedures Enhancements

Authentication and Authorization

- Challenge Questions
 - An authentication method soliciting additional user information pre-determined by the user.
- Security Tokens
 - Physical or virtual devices that a user has in their possession, much like a key to a lock.
- Client and account level controls
 - Ability to assign and/or limit account access
- Dual control

Discretionary Security Procedures Enhancements

Discretionary Security Procedures Enhancements that Bank strongly encourages Customer to employ in connection with its use of the Services are:

- Time restrictions on Access Information
- Positive Pay Services
- Alert Notification

Security Procedures for Wire Transfer Requests

Customer shall comply with the Security Procedures listed below and the format requirements as shown on Bank's current Wire Transfer Request form for each transfer request transmitted to Bank via Business Online Banking.

Personal ID Number (PIN)

Each transfer request transmitted to Bank by phone or fax shall be accompanied by the personal identification number of the individual authorized in the Implementation Documentation. The PIN will also be required for verification of requests.

Transmittals shall be made to the Bank's wire department. Customer shall maintain records of each transfer request for six (6) months following the requested transfer date and agrees to provide such records to Bank upon request to allow reconstruction. Transmittal must be received by Bank before the local times listed on the Implementation Documentation and in time to complete the requested Security Procedure. Transfer requests received after these times will be treated as being received on, and may be executed on, the following funds transfer Business Day. Times may be changed at Bank's discretion.