

Orange Bank & Trust Company
Executive Business Charge Card

EXECUTIVE BUSINESS CHARGE CARD CARDHOLDER AGREEMENT AND DISCLOSURE

In this Agreement, "We" "Us" "Our" and "Bank" mean Orange Bank & Trust Company. "You" and "Your" mean each person who signs an application for, or otherwise requests, a credit card account with Us. "Account" means Your Credit Card account with Us to which the Card(s) are linked. "Card" means each Credit Card linked to the Account that we have issued to you. "Agreement" means this Agreement. "Purchase(s)" means a purchase of goods and/or services from participating merchants who accept Mastercard®. "Transaction" means any amount of credit obtained under Your Account for Purchases, Advances, and Balance Transfers. "Finance Charge" means the charge associated with using the credit. "Outstanding Balance" means the total dollar amount of your obligation under this Agreement for all Transactions, interest, finance charges, fees, and any other costs. "Advances" is defined in the section captioned "Using the Card". "Credit Limit" is defined in the section captioned "Credit Limit".

RESPONSIBILITY

By applying for or Using the Card, You accept, agree to, and are bound by this Agreement. You promise to do everything this Agreement requires of You and You promise to pay all amounts due on Your Account. Your obligation to pay the Outstanding Balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. You agree to pay each and all of the interest, fees and charges described in this Agreement.

AUTHORIZED USER

If You or Your Joint Account holder lets someone else Use the Account ("Authorized User"), You and any Joint Account holder are responsible for all Transactions made by that person, whether or not You have notified Us that the person will be Using Your Account and whether or not the amount of the actual use exceeds Your permission or was made for Your benefit. An Authorized User will not be responsible for paying the balances due on Your Account. You agree not to allow access to the Account to anyone who is not an Authorized User. You are responsible for any Account transactions made by You or anyone whom You are deemed to have authorized by (a) lending Your Card to, or allowing Account access by another person; or (b) any other way in which You would be legally considered to have allowed another person to use Your Account or to be legally prevented from denying that You did so. You cannot disclaim responsibility for these charges by notifying us, but if you write us at the address or call us at the telephone number shown on your billing statement and return all Cards to Us, We will close Your Account for new Transactions.

GOVERNING LAW

This Agreement is made in New York and shall be governed by the laws of the State of New York to the extent that New York law is not inconsistent with controlling Federal law. New York's choice of law rules shall not be applied if that would result in the application of non-New York Law.

ENFORCEMENT

You agree to be liable to Orange Bank & Trust Company for any liability, loss, or expense as provided in this Agreement that the Bank incurs as a result of any dispute involving your accounts or the services. You authorize Orange Bank & Trust Company to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collections actions, if applicable.

SEVERABILITY

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

CREDIT LIMIT

We will established a revolving line of credit for You and will notify You of the credit limit when we issue the Card. You shall not allow Your Outstanding Balance to exceed Your Credit Limit. However, if you exceed Your Credit Limit, You are still responsible to pay the Outstanding Balance to Us. Notwithstanding a higher Credit Limit, We do not give up any of our rights under this Agreement and we can require that you immediately pay to

us any amount in excess of Your Credit Limit. We may establish a maximum cash advance amount that is less than Your Credit Limit. This cash advance limit is deemed to be the "Cash Limit". Each payment you make on the Account will restore the Credit Limit by the amount of the payment, unless you are over Your Credit Limit. At Our sole discretion, We may wait to restore Your Credit Limit until we have actually collected the funds you have submitted to us in payment. If You are over the Credit Limit, You must pay the amount you are over before payments will begin to restore the Credit Limit. You may request an increase in the Credit Limit only by a method acceptable to Us that we communicate to you. We can increase or decrease the Credit Limit at any time for any reason and we can refuse to make a Transaction (without prior notice) at any time for any reason not prohibited by law. We are not responsible for any losses if a Transaction is declined for any reason, either by us or someone else, even if you have credit availability.

USING THE CARD

You understand that the Use of Your Card will constitute acknowledgment of receipt and agreement to the terms of this Agreement. To make a purchase You and any authorized user may Use the Card by presenting it to a participating Mastercard merchant or provide the Card information for purchases not made in person. To make a cash advance, there are two alternative procedures to be followed. One is for you and any authorized signer to present the Card to a participating Mastercard merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with Your Card. The other is to complete the transaction by Using Your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the Mastercard system. You may make cash withdrawals that total \$500.00 per day either individually or in aggregate. This service may not be available at all machines. Dollar amounts available may vary between machines. Your Account will be used exclusively for business, commercial agricultural or organization purposes and not for personal, family or household purposes.

PERSONAL IDENTIFICATION NUMBER (PIN)

If applicable, you may be requested to change Your PIN from time to time as instructed by the Bank. You agree that you will not disclose, and will prevent the disclosure of, Your PIN. If the confidentiality of the PIN is compromised, you shall notify us immediately. You assume sole responsibility for maintaining the PIN.

LIABILITY FOR UNAUTHORIZED USE

You may be liable for unauthorized Use of Your Card. You must notify Us immediately of the loss, theft, or unauthorized Use of Your Card, in writing at: 212 Dolson Avenue Middletown, NY 10940 or orally at 845-341-5000. You will not be liable for unauthorized Use that occurs after you notify us of the loss, theft, or unauthorized Use. For business Accounts in which less than 10 Cards have been issued, your liability for unauthorized Use of a Card will not exceed \$50. If 10 or more Cards are issued for use by employees of the Company, there is no limit to your liability for unauthorized use that occurs before you notify us as provided herein.

MONTHLY PAYMENT

We will mail you a statement every month showing your previous balances of purchases and cash advances, the current transactions on Your Account, the remaining credit available under your credit limit, the new balances of purchases and cash advances, the total new balance, the finance charge due to date, and the minimum payment required. Every month you must pay the amount due within 25 days of your statement closing date. In addition, at any time your total new balance exceeds your credit limit, you must immediately pay the excess upon our demand. Payments made to Your Account will be applied in the following order: finance charges, fees, purchases, and cash advances. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of Your Account with Us.

FINANCE CHARGE

HOW TO AVOID PAYING INTEREST ON PURCHASES

Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire new balance by the due date each month.

HOW WE WILL CALCULATE YOU'RE BALANCE

We Use a method called "Average Daily Balance" (including new purchases).

INTEREST CHARGE CALCULATION METHODS AND COMPUTATION OF AVERAGE DAILY BALANCE

The Interest Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified and explained below:

Explanation of interest charge for Cash Advance Plans, and Balance Transfers: Cash Advance Plans - Average Daily Balance (including current transactions). The Interest Charge on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period provided for current cycle transactions.

Retail/Purchase Plans: Average Daily Balance (excluding current transactions). To avoid incurring an additional Interest Charge on the balance of purchases reflected on your monthly statement and on any new purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statements on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Interest Charges for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 365 or 366 (leap year) and applying to the "average daily balance". To get the average daily balance, we take the beginning balance of your account each day, subtract any payments, credits, non-accruing fees, and unpaid Finance Charges. We do not add in any new purchases. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited as of the date of receipt to the account specified on the payment coupon. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request, in writing, a full refund. Submit your request to the address indicated on the front of this statement after the phrase "SEND INQUIRY TO".

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed, and we will retain its image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement. Annual Fee: If an annual fee is applicable to your account, you may avoid paying this annual fee by sending a written notification of termination within 30 days following the mailing date of your bill, to the address found at the top of the first page of your bill. You may use your card(s) during this 30-day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

VARIABLE RATE

Your Account is subject to a Variable Rate. Your Annual Percentage Rate (APR) may increase (or decrease) if our index, the Wall Street Journal (WSJ) Prime Rate in effect on the 10th of each month increases (or decreases). When a range of rates is published in the WSJ on that day, the index will be the highest rate. If the 10th falls on a day the WSJ does not publish, we will identify the U.S. Prime Rate published on the last publishing day preceding the 10th day of the month. The Prime Rate is effective the first full statement cycle following the change in the Prime Rate. The new index rate is added to the margin to calculate the Annual Percentage Rate. The Annual Percentage Rate, when changed, affects your entire balance. The Annual Percentage Rate will never be more than the rate ceiling allowed by New York State Law.

PENALTY RATE

A Penalty APR of 24.99% (Daily Periodic Rate of .06847%) will apply to all balance categories instead of the introductory APR or regular APRs if You fail to pay the Minimum Monthly Payment within 60 days after its due date. If You promptly remedy the default, Your Account will return to the regular APRs for each balance after 6 consecutive cycles in which Your Account is deemed current and is not in default. Otherwise, Your APRs will remain at 24.99% (Daily Periodic Rate of .06847%) until Your Outstanding Balance is paid in full. The APR increase will occur regardless of whether we exercise any other right or remedy permitted under this Agreement or by law for your default.

AMENDMENT OF AGREEMENT

To the extent allowed by law, we may change the terms of this Agreement from time to time, regardless of whether you have access to Your Account, by adding, deleting, or modifying any provision (an "Amendment"). Once amended, any reference to Your "Agreement" will mean the Agreement as modified by the Amendment. Our right to add, delete, or modify provisions includes financial terms, such as the APRs and fees, and any other terms including, for example, the nature, extent, and enforcement of the rights and obligations You or We may have relating to this Agreement. Notice of any change will be given in accordance with applicable law. The Amendment will become effective on the effective date stated in the notice. Use of Your Card after receiving notice of a change will further evidence your agreement to the change. If permitted by law and unless otherwise specified in the notice to you, the change will apply to Your Outstanding Balance as Well as to future transactions. If you give us written notice that you do not agree to the change, we will terminate Your Account and you will be permitted to pay the Outstanding Balance as of the effective date under the terms of the Agreement governing Your Account at the time our notice was given. If You Use Your Card after the effective date of the Amendment, You will be considered to have agreed to the new terms even if you have sent us such written notice.

RETURNS AND ADJUSTMENTS

Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit, which we will post to Your Account. If your credits and payments exceed what you owe Us, We will hold and apply this credit balance against future purchases and cash advances, or if it is one dollar or more, refund it on your written request or automatically after 6 months.

FEES AND CHARGES

Late Charges: You must pay a late charge if any Minimum Monthly Payment is overdue. If you fail to make any minimum payment within 25 days of the statement date, a late fee will be imposed of \$25. We add the late charge to your purchase balance.

Returned Payment Fee: We will charge you a returned item fee whenever your payment is returned to us for insufficient funds or any other reason. You must pay a returned item fee of \$35. We add the charge to your purchase balance as of the date of dishonor.

Cash Advance Fee: If you obtain a cash advance, you must pay a cash advance fee of five percent (5%) of the value of the cash that is advanced, subject to a \$10 minimum fee. We add the fee to your cash advance balance as of the Transaction date. Cash advance transaction fees will be added to the cash advance balance on your account.

Balance Transfer Fee: If you obtain a balance transfer, you must pay a balance transfer fee of three percent (3%) of the value of the transferred balance, subject to a \$50 minimum fee. We add the fee to your balance transfer balance as of the Transaction date. We may decline balance transfer requests under certain circumstances. For example, if the Account is delinquent or over limit, we may decline to process a request for balance transfer. If we do, we will notify you. The balance transfer limit, including all applicable fees, may not exceed the value of the Account's available credit limit. If the total balance transfer amount you request exceeds the value of the available credit limit, you authorize us to send either full or partial payment to your creditors in the order you provide them to us.

A credit card balance transfer can only be used to pay off an existing credit card balance with another financial institution. It cannot be used to pay off a loan or line of credit or another debt held by Orange Bank & Trust Company or its affiliates.

Over The Credit Limit Fee: If your outstanding balance exceeds your credit limit, you must pay a \$35.00 fee.

Foreign Transactions: Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion into dollars will be made in accordance with the operating rules for international transactions established by Mastercard and may occur on a date other than the date of the transaction; therefore, the currency conversion rate may be different than the rate in effect at the time of the transaction. We do not determine the currency conversion rate that is used nor do we receive any portion of the currency conversion rate. You agree to pay the converted amount. The exchange rate to dollars will be a rate that is in effect for the applicable central processing date and is selected either from the range of rates available in wholesale currency markets; or the government mandated rate. A **Foreign Transaction Fee** of 1% of the

transaction amount will be assessed and will be shown independently of the transaction on your billing statement.

Expedited Card Fee: If you request that we expedite the delivery of a replacement Card, You must pay an Expedited Card Fee of \$35.

Administrative Fees: We may charge you for copies of billing statements, sales drafts or other records or for special services you request. We will not charge you for copies of documents you request for a billing dispute you assert against us under applicable law. These charges may change from time to time and will be added to your purchase balance as of the date of the request.

FEE LIMITATIONS

We will not charge you a Late Payment Charge or Returned Check Fee that exceeds the amount of the associated payment/check. For example, if Your Minimum Monthly Payment amount is \$20 and you make a late payment, you will be charged a \$20 Late Payment Charge.

STATUTORY LIEN AND SECURITY INTEREST

If you are in default on any financial obligation, federal law permits us to enforce a statutory lien and security interest on all accounts in which you have an ownership interest by transferring funds from these accounts to satisfy your obligations. We may also restrict access to these accounts. This security interest does not apply to the extent it otherwise violates federal law, to any Individual Retirement Account, or any other account that would lose special tax treatment under state or federal law if given as security.

DEFAULT

You will be in default if:

1. You fail to make any minimum payment within 25 days of Your statement date;
2. You fail to live up to the terms and conditions of this Agreement;
3. Your creditworthiness is impaired;
4. You die, become insolvent, or are the subject of Bankruptcy or receivership proceedings;
5. You have made a misrepresentation in connection with the Card application and/ or this Agreement, or;
6. You are in default on any other loan with us.

If you are in default, we have the right to terminate this Agreement and demand immediate payment of your full Account balance, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney fees.

CREDIT REVIEW AND RELEASE OF INFORMATION

You authorize ORANGE BANK & TRUST COMPANY to investigate and evaluate Your Business and Personal credit standing when opening or reviewing Your Account and agree to immediately notify us should there be any adverse change in your credit or financial condition. You further agree that the information you provide to us on your application may be re-investigated or re-evaluated at any time. We may request updated credit bureau reports and may or may not ask you to provide annual financial statements, tax returns, or other credit-related information. You authorize ORANGE BANK & TRUST COMPANY to disclose information regarding Your Account to credit bureaus and creditors who inquire about your standing.

NO WAIVER

We can delay enforcing any of our rights any number of times without losing them.

STATEMENTS

Statements and notices will be mailed to you at the most recent address given to us. Notice sent to any one of you will be considered notice to all. The monthly statement will identify the merchant, electronic terminal or

financial institution at which transactions were made, but sales, cash advance, credit, or other slips cannot be returned with the statement. You should retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement.

CHANGING YOUR BILLING ADDRESS

You must notify Us immediately if you change the mailing address where we send billing statements or if you changed the email address to which we send notice that your billing statement is available. We may update your account if we receive information that it has changed or is incorrect.

CLOSING YOUR ACCOUNT

You may close your account by calling us or writing to us. If an Annual Fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the closing date of the billing statement on which that fee appears. For cancellations after this 30 day period, the annual fee is non-refundable.

CANCELLING OR SUSPENDING YOUR ACCOUNT

We may cancel your Account; suspend the ability to make payments; cancel or suspend any feature on your Account; and notify merchants that your Account has been cancelled or suspended. If we do any of these, you must still pay us for all charges under the terms of this agreement. We may do any of these things at our discretion, even if you pay on time and your Account is not in default.

If your Account is cancelled, you must destroy your cards. If we do this, we may reinstate any additional cards issued on your Account; charge you any applicable annual fees; and charge you a fee for reinstating the Account.

AUTOMATIC PAYMENT SERVICE

If you requested to have Your Card payment made automatically, your payment will be made 25 days after the statement print date. If the payment date falls on a Weekend or holiday, the payment will be made the next processing day. Payments will be based on the ending balance from the previous month's statement. If you wish to cancel this service, your autopay amount will pull as scheduled for the current due date. The cancellation will take effect with next credit card statement cycle when the new outstanding balance is calculated.

ILLEGAL USE OF FINANCIAL SERVICES

Any financial service provided by the Bank may be used for any transaction permitted by law. You agree that illegal Use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. You further agree, should illegal Use occur, to waive the right to sue us for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold the Bank harmless from any suits or other legal action or liability, directly or indirectly, including Bank expenses associated with defense of such law suits or other legal action, including attorney fees, resulting from such illegal Use.

BLOCKING CARDS AND/OR REFUSAL TO AUTHORIZE TRANSACTIONS

We may block this Card due to the appearance of unusual spending behaviors or block transactions originating in certain domestic or international regions where there is a high volume of fraud.

INTEGRATED DOCUMENTS

Any separate sheet of paper, which is delivered to you with this Agreement, is an integrated part of this Agreement and Disclosure.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, or if you need more information about a transaction on your account, write to us as soon as possible at:

Orange Bank & Trust Company
212 Dolson Avenue
Middletown, NY 10940

You may also contact via email at cards@orangebanktrust.com.

In Your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter?

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees.

We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with Your Card, and You have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To Use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have Used Your Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses Your Card Account do not qualify.

You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Orange Bank & Trust Company
212 Dolson Avenue
Middletown, NY 10940

You may also contact via email at cards@orangebanktrust.com. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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