

ORANGE BANK & TRUST COMPANY

**EXECUTIVE BUSINESS CREDIT CARD CARDHOLDER AGREEMENT**

<b>EXECUTIVE BUSINESS CREDIT CARD CARDHOLDER AGREEMENT AND DISCLOSURE</b>	<p>In this Agreement, “We” “Us” “Our” and “Bank” means Orange Bank &amp; Trust Company. “You” “Your” and “Joint Account Holder” “Cardholder” means the business and each person who signs an application for, or otherwise requests, a Credit Card account with Us. “Authorized User” means employees of the business or any other individual You authorize to use the Account. “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.</p>	<p>“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. “Outstanding Balance” means the total dollar amount of Your obligation under this Agreement for all Transactions, fees, and any other costs due at the end of each statement cycle. “Payment Due Date” is the date Your Outstanding Balance must be paid by, as set forth on Your billing statement. “Fees” is defined in the section caption “Fees and Charges”. “Credit Limit” is defined in the section captioned “Credit Limit”.</p>
<b>ACCEPTANCE OF AGREEMENT</b>	<p>You accept to this Agreement if, You do not cancel Your Card after receiving it or, You sign and keep the Card. Equally, in the same manner, when You activate the Card and use the Account You agree to the terms of the Agreement.</p>	
<b>AMENDMENT OF AGREEMENT</b>	<p>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.</p>	<p>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.</p>
<b>RESPONSIBILITY</b>	<p>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</p>	<p>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.</p>
<b>USING THE CARD</b>	<p>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(s) may use the Card by presenting it to a participating Mastercard merchant or provide the Card information for Purchases not</p>	<p>made in person. You agree that Your Account will be used exclusively for business, commercial agricultural or organization purposes and not for personal, family or household purposes.</p>
<b>CREDIT LIMIT</b>	<p>We will establish a revolving line of credit for You and will notify You of the Credit Limit when We issue the Card. If You exceed Your Credit Limit, You are responsible to pay the Outstanding Balance. 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.</p>	<p>At Our sole discretion, We may wait to restore Your Credit Limit until We have collected the funds You have submitted to Us in payment. We may 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 decline for any reason, either by Us or someone else, even if You have credit availability.</p>

<p><b>ANNUAL PERCENTAGE RATES (“APR”) AND INTEREST CHARGES</b></p>	<p><b>How to Avoid Paying Interest on Purchases:</b> Your Payment Due Date is at least 25 days after the close of each billing cycle. We will not charge You interest on Purchases if You pay Your Outstanding balance by the due date each billing cycle.</p> <p><b>APRs.</b> We use APRs to calculate interest charges on Your Account.</p> <p><b>Variable APRs</b> Your Account is subject to a Variable Rate. Your Annual Percentage Rate (APR) may change each billing cycle. We use the Prime Rate from the rates section of <i>The Wall Street Journal</i> (“WSJ”). WSJ Prime Rate is published on the closing date of the billing cycle. WSJ may not publish the Prime Rate on that day. If it does not, We will use the Prime Rate from the previous day it was published. If the WSJ is no longer published, We may use the Prime rate from any other newspaper of general circulation in the State of New York. If the Prime Rate increase, variable APRs will increase. The APR will never be more than the rate ceiling allowed by New York State Law.</p> <p><b>Penalty APR for existing balances and new Transaction (90 days or more past due): Penalty APR 24.99%.</b> If We have not received Your Outstanding Balance payment within 90 days after its due date, We may apply the Penalty APR to both the existing balances and new Transactions. If You make Your next 6 consecutive Outstanding Balance payments on time, We will stop applying the Penalty APR to existing balances and new Transactions. If You do not make Your next 6 consecutive Outstanding Balance payments on time, the penalty APR may continue to apply indefinitely to existing balances and new Transactions.</p>	<p><b>Interest Calculation: We Use a method called “Average Daily Balance” (excluding new Purchases).</b> The Interest Charge Calculation Method applicable to Your Account for credit Purchases of goods and services that You obtain through the use of Your Card is specified and explained below:</p> <p><b>Purchases:</b> Average Daily Balance (excluding new Purchases). 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 interest charges. We do not add in any new Purchases. This give 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. To avoid incurring an 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 Outstanding balance shown on Your monthly statements on or before the Payment Due Date. The grace period for the Outstanding Balance of Purchases extends to the Payment Due Date.</p> <p><b>Grace Period on Purchases:</b> You will not pay interest on Purchases if You pay the Outstanding balance by the Payment Due Date. If Your payment is not received by the Payment Due Date, interest will be calculated for existing and new Purchases using the Average Daily Balance method.</p>
<p><b>MONTHLY PAYMENT</b></p>	<p>We will send You a billing statement every month showing Your previous balances of Purchases, Transactions and, any other fees, the remaining credit available under Your credit limit, the new balances of Purchases, the total new balance, the finance charges due to date on Your Account. You must pay the Outstanding Balance no later than the Payment Due Date shown on Your billing statement to avoid a Late Payment Fee and interest charges. We will also add any past due amount, including any Late Payment Fees to Your Outstanding Balance. For Your payment to be considered on time,</p>	<p>the payment must be received by the Payment Due Date shown on Your monthly billing statement. Each billing statement will state the time and manner Your payment must be completed to receive credit. Your billing statement will also state Your Closing Date which is about 30 days after the previous billing statement Closing Date.</p> <p><b>Partial Payments:</b> Your Account will be considered in default if a partial payment is received by the Payment Due Date. The Outstanding Balance is due no later than the Payment Due Date to maintain Your Account in good standing.</p>
<p><b>AUTOMATIC PAYMENT SERVICE</b></p>	<p>If You request to have Your Card payment made automatically, Your payment will be made 25 days after the billing statement print date. If the Payment Due Date falls on a Weekend or holiday, the payment will be made the next processing day.</p>	<p>Payments will be based on the ending balance from the previous month’s billing 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 the next billing statement cycle when the new Outstanding Balance is calculated.</p>

<p><b>HOW TO MAKE A PAYMENT</b></p>	<p>Your bill is the statement of Your Account. You must pay Your Credit Card bill in a manner that meets all the following conditions:</p> <ul style="list-style-type: none"> <li>• You must pay in U.S. Dollars,</li> <li>• Your payment must be drawn on a U.S. deposit Account,</li> <li>• You must not attach any restrictive language to Your payment,</li> <li>• You must not pay from a credit Account that We provide You, such as a check drawn on any Credit Card account that You have with Us,</li> <li>• Electronic payments must be made through Our online banking website,</li> </ul>	<ul style="list-style-type: none"> <li>• If You make a payment in a paper form (like a check, money order, or cashier's check), You must include the payment coupon from Your statement OR write Credit Card Account number on the payment.</li> </ul> <p>In addition:</p> <ul style="list-style-type: none"> <li>• If We decide in Our discretion to accept a form of payment that does not meet these standard payment instructions, We do not waive Our rights to continue to require payments that comply with these instructions.</li> <li>• If We decide in Our discretion to accept a payment that You make to Us in a foreign currency, We will choose the conversion rate.</li> </ul>
<p><b>RETURNS AND ADJUSTMENTS</b></p>	<p>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.</p>	<p>If Your credits and payments exceed what You owe Us, We will hold and apply this credit balance against future Purchases, or if it is one dollar (\$1) or more, refund it on Your written request or automatically after 6 months.</p>
<p><b>FEES AND CHARGES</b></p>	<p><b>Late Payment Fee: Up to \$25.00.</b> You must pay the Outstanding Balance no later than the Payment Due Date shown on Your billing statement to avoid a Late Payment Fee. If We do not receive the Outstanding Balance by the Payment Due Date, the Late Payment Fee is \$25.00. We add the Late Payment Fee to Your Purchase balance. However, the late fee will not exceed the Outstanding Balance.</p> <p><b>Returned Payment Fee:</b> A Returned payment is a payment You make to Us that is not honored by Your financial institution. 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 \$35.00 We will add the charge to Your Purchase balance as of the date the payment is returned.</p> <p><b>Over The Credit Limit Fee:</b> If Your Outstanding Balance exceeds Your Credit Limit, You must pay a \$35.00 Over The Credit Limit Fee.</p> <p><b>Foreign Transactions:</b> Any Purchases that You make in foreign countries and/or foreign currencies, i.e. not U.S dollars, 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.</p>	<p>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 one percent (1%) of the Transaction amount will be assessed and will be shown independently of the Transaction on Your billing statement.</p> <p><b>Annual Fee:</b> Your Card has an annual fee of ninety five dollars (\$95). Your annual fee may be charged approximately once per year. Your Account terms include a \$0 introductory fee. We may charge Your first \$95 annual membership fee when the introductory period ends. Your introductory period ends one year (12 months) after You activate Your Card or use the Account, whichever is first.</p> <p><b>Expedited Card Fee:</b> If You request that We expedite the delivery of a replacement Card, You must pay an Expedited Card Fee of \$35.</p> <p><b>Administrative Fees:</b> 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.</p>
<p><b>FEE LIMITATIONS</b></p>	<p>We will not charge You a Late Payment Fee or Returned Check Fee that exceeds the amount of the associated payment or check.</p>	<p>For example, if Your Outstanding Balance is \$20 and You make a late payment, You will be charged a \$20 Late Payment Fee.</p>
<p><b>INDIVIDUAL AND COMPANY LIABILITY</b></p>	<p>If You are in default, You agree to be personally responsible, both individually and jointly with the business, for payment of all balances incurred on all Cards and Accounts issued pursuant to this application now or whenever such additional Accounts may be established in the future.</p>	

## 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.

### ABOUT DEFAULT

We may consider Your Account to be in default if:

- You fail to make any Outstanding Balance payments within 25 days of Your statement date;
- You fail to live up to the terms and conditions of this Agreement;
- Your creditworthiness is impaired;
- You die, become insolvent, or are the subject of Bankruptcy or receivership proceedings;
- You have made a misrepresentation in connection with the Card application and/ or this Agreement, or;
- You are in default under another agreement You have with Us or an affiliate.

If You are in default, We have the right to terminate this Agreement and demand immediate payment of Your full Outstanding balance, subject to Our giving You any notice required by federal law and applicable state law. We may also: suspend Your ability to make charges, cancel or suspended any feature on Your Account, require You to pay the Payment Due immediately; or require You to pay Your Account balance immediately. To the extent permitted by law, You will also be required to pay Our collection expenses, including court costs and reasonable attorney fees.

### STATEMENTS

We will send You a statement at the end of each billing period if at that point You have a credit or debit on the Account equal to more than \$1. In Our discretion, We may choose to send You a statement even if You do not have a credit or debit of \$1 or more. We may not send You a bill, however, if We have decided Your Account is uncollectible or if We have sent the Account for collection proceedings against You.

Your statement will tell You the total Outstanding Balance that You owe to Us as of the end of the last billing statement. It will also tell You the Payment Due Date. In addition, the monthly billing statement will identify the merchant, electronic terminal or financial institution at which Transactions were made, but sales, credit, or any 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 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 the 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 days period but immediately thereafter must send Your Card(s), which You have cut in half, to this same address.

### SENDING YOU NOTICES

We will mail You notices through U.S. postal mail to the latest billing address on Our records. Notice sent to anyone of You will be considered notice to all.

## ADDITIONAL IMPORTANT INFORMATION

### HOW TO UPDATE YOUR RECORDS

It is Your responsibility to provide Us with true, accurate and complete email address, contact, and other information related to this Disclosure and Your Account(s), and to maintain and update promptly any changes in this information. You can update information such as Our email address by telephone at 1-845-341-5000 or toll free 1-888-341-5100 or, by postal mail at Orange Bank and Trust Company, 212 Dolson Avenue Middletown, NY 10940.

To ensure the security of Your Account(s), any changes to a mailing address will require written authorization from You, by completing the Customer Information Change Form, which can be obtained by calling 1-845-341-5000 or toll free 1-888-341-5100 and mailing the completed Customer Information Change Form to the address above or bringing it to one of Our Banking Centers.

<p><b>AUTHORIZED USER</b></p>	<p>Additional Cards for employees (“Authorized User”) may be issued at Your request. You and any Joint Account holder are responsible for all Transactions made by Authorized Users. An Authorized User does not have an Account with Us and will not be responsible for paying the balance due on Your Account. You are responsible for sharing this Agreement with all Authorized User(s) that may be subjected to the terms of this Agreement. You are responsible for all use of Your Account by Authorized User(s) or anyone whom You have deemed to have authorization by (a) lending Your Card to, or allowing Account access by another person; (b) any other way</p>	<p>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. You cannot disclaim Your responsibility for these charges by notifying Us.</p> <p>You authorize Us to share information about the Account with Your Authorized User(s). To remove or cancel an Authorized User right to use the Card You or the Authorized User must notify Us. You can write to Us at the address or call Us at the telephone number shown on Your billing statement and return all Cards to Us, We may close Your Account for new transactions.</p>
<p><b>REPLACEMENT OF CARDHOLDER</b></p>	<p>We must be notified if any Cardholder is no longer an employee or an officer of the business or no longer want to be a Cardholder. In this case, the Account must be closed and all Cardholder(s) will remain</p>	<p>responsible for the payment of the Outstanding Balance. The business will have the option of submitting a new application for credit to establish a new Account.</p>
<p><b>LIABILITY FOR UNAUTHORIZED USE</b></p>	<p>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: Orange Bank and Trust Company, 212 Dolson Avenue Middletown, NY 10940 or orally at 1-845-341- 5000 or toll free 1-888-341-5100. You will not be liable for unauthorized use that occurs if Your notify Us immediately of the loss, theft, or unauthorized use.</p>	<p>For business Accounts in which less than ten Cards have been issued, Your liability for unauthorized use of a Card will not exceed \$50. If ten or more Cards are issued for use by employees of the business, there is no limit to Your liability for unauthorized use that occurs before You notify Us as provided herein.</p>
<p><b>YOUR BILLING RIGHTS</b></p>	<p><b>KEEP THIS NOTICE FOR FUTURE USE</b></p> <p>This notice tells You about Your rights and Our responsibilities under the Fair Card Billing Act</p> <p><b><u>What To Do If You Think You Find A Mistake On Your Statement</u></b></p> <p>If You think there is an error on Your statement, write to Us at:</p> <p>Orange Bank &amp; Trust Company 212 Dolson Avenue Middletown, NY 10940 You may also contact Us via email at <a href="mailto:cards@orangebanktrust.com">cards@orangebanktrust.com</a></p> <p>In Your letter, give Us the following information:</p> <ul style="list-style-type: none"> <li>• <b><u>Account information:</u></b> Your name and Account number.</li> <li>• <b><u>Dollar amount:</u></b> The dollar amount of the suspected error.</li> <li>• <b><u>Description of Problem:</u></b> If You think there is an error on Your bill, describe what You believe is wrong and why You believe it is a mistake.</li> </ul> <p>You must contact Us:</p> <ul style="list-style-type: none"> <li>• Within 60 days after the error appeared on Your statement.</li> <li>• 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.</li> </ul> <p><b><u>While We investigate whether or not there has been an error, the following are true:</u></b></p> <ul style="list-style-type: none"> <li>• We cannot try to collect the amount in question, or report You as delinquent on that amount.</li> <li>• The charge in question may remain on Your statement, and We may continue to charge You interest on that amount. But, if We determine that We made a mistake, You will not have to pay the amount in question or any interest or other fees related to that amount.</li> <li>• While You do not have to pay the amount in question, You are responsible for the remainder of Your balance.</li> <li>• We can apply any unpaid amount against Your credit limit.</li> </ul>	

	<p><b><u>Your Rights If You Are Dissatisfied With Your Credit Card Purchases</u></b></p> <p>If You are dissatisfied with the goods or services that you have purchased with Your Credit 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.</p> <p>To use this right, all of the following must be true:</p> <ol style="list-style-type: none"> <li>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 is 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.)</li> <li>2. You must have used Your Credit Card for the Purchase. Purchases made with cash advances from an ATM or with a check that accesses Your Credit Card Account do not qualify.</li> <li>3. You must not yet have fully paid for the purchase.</li> </ol> <p><b><u>If all of the criteria above are met and You are still dissatisfied with the Purchase</u></b></p> <p>Contact Us in writing or electronically at:</p> <p>Orange Bank &amp; Trust Company 212 Dolson Avenue Middletown, NY 10940 You may also contact Us via email at <a href="mailto:cards@orangebanktrust.com">cards@orangebanktrust.com</a></p> <p>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.</p>	
<p><b>BLOCKING CARDS AND/OR REFUSAL TO AUTHORIZE TRANSACTIONS</b></p>	<p>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.</p>	
<p><b>CANCELLING OR SUSPENDING YOUR ACCOUNT</b></p>	<p>We may cancel Your Account; suspend the ability to make payments; suspend the ability to make Purchases, cancel or suspend any feature on Your Account; or 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.</p>	<p>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.</p>
<p><b>CLOSING YOUR ACCOUNT</b></p>	<p>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.</p>	<p>If the Account is closed 30 days after the annual fee has been applied, the annual fee is non-refundable.</p>
<p><b>UcHOOSE® REWARDS POINTS</b></p>	<p>You may review the Terms and Conditions of the <b>uChoose® Rewards Points</b> in a separate agreement document online at <a href="http://www.orangebanktrust.com/business-credit-cards/">www.orangebanktrust.com/business-credit-cards/</a></p>	
<p><b>CREDIT REVIEW AND RELEASE OF INFORMATION</b></p>	<p>You authorize Orange Bank &amp; 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.</p>	<p>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 &amp; Trust Company to disclose information regarding Your Account to credit bureaus and creditors who inquire about Your standing.</p>

<b>SEVERABILITY</b>	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.	
<b>ENFORCEMENT</b>	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.
<b>PRIVACY ACT NOTICE</b>	We send Our Privacy Policy when You open Your Account. You may view a copy of Our Privacy Policy by visiting Us <a href="http://www.orangebanktrust.com/privacy-policy/">www.orangebanktrust.com/privacy-policy/</a>	Our Privacy Policy summarizes: <ul style="list-style-type: none"> <li>• The personal information We collect,</li> <li>• How We protect Your personal information confidentiality and security;</li> <li>• When it may be shared with others; and</li> <li>• How You can limit our sharing of this information.</li> </ul>
<b>NO WAIVER</b>	We can delay enforcing any of Our rights any number of times without losing them.	
<b>GOVERNING LAW</b>	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.
<b>ILLEGAL USE OF FINANCIAL SERVICES</b>	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.
<b>WE MAY CONTACT YOU</b>	You agree that We, and Authorized Parties (affiliates, agents, contractors, services providers), debt collections agencies may contact You via calls, text message, email or, any other methods of communications not prohibited by law, even if You may be charged for it. If We need to service Your Account or collect amounts You owe Us, We may contact You at any phone number or email address You have provided Us.	You must notify Us if Your contact information has changed. You agree that Authorized Parties may record and monitor any calls between You and the Authorized Parties. If You no longer wish to be contacted by phone, You must notify Us via writing to the address on the "Contact Us" section. The written notice must include: Your name and the business name, last four of the Account number and, all specific phone number(s) which You would like to cancel Your consent to be contacted via phone.
<b>CONTACT US</b>	You may contact Us in writing at: Orange Bank & Trust Company, 212 Dolson Avenue, Middletown, NY 10940, via email: <a href="mailto:cards@orangebanktrust.com">cards@orangebanktrust.com</a> or by phone at 1-845-341- 5000 or toll free 1-888-341-5100, unless We notify You otherwise.	
<b>NEW YORK STATE RESIDENTS</b>	New York State resident may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rate, fees and grace periods. New York State Department of Financial Service: 1-877-226-5697 or <a href="http://www.dfs.ny.gov">http://www.dfs.ny.gov</a> .	
<b>INTEGRATED DOCUMENTS</b>	Any separate sheet of paper, which is delivered to You with this Agreement, is an integrated part of this Agreement and Disclosure.	

ORANGE BANK & TRUST COMPANY  
**EXECUTIVE BUSINESS CREDIT CARD ADDITIONAL DISCLOSURES**

**NOTIFICATION OF THE RIGHT TO REQUEST REASON FOR CREDIT DENIAL**

If Your application for business credit is denied, You have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Your Orange Bank & Trust Company Loan Officer or call 845-341-5000 within 60 days from the date You are notified of Our decision. We will send You a written statement of reasons for the denial within 30 days of receiving Your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is Federal Reserve Consumer Help Center PO Box 1200, Minneapolis, MN 55480, (888) 851-1920.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that on personal accounts identifies each person who opens an account. In addition, on Legal Entity accounts, We will require identification on beneficial owners and one individual that has significant managerial responsibility for the Legal Entity.

What this means for You: When You open an account we will ask for Your name, address, date of birth, identification number (social security number or employer identification number), non US tax payer identification number and other information that will allow us to identify You. We will also ask to see Your driver's license or other identifying documents.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement or a trust agreement.

What happens if the information requested is not provided or the identity can't be verified? You may not be able to open an account or carry out Transactions. If the account is already opened, We may have to close it.

We proudly support all efforts to protect and maintain the security of Our customers and Our community.