



ACCOUNT INFORMATION GUIDE

IMPORTANT INFORMATION AND ACCOUNT
CHANGES AS EVANS BANK BECOMES NBT BANK

Welcome, Evans Bank Customers



Peace Bridge, Buffalo, NY

The information in this Account Information Guide is also available online at www.nbtbank.com/evans.

Contact our NBT Customer Contact Center at 1.800.628.2265 weekdays from 7 a.m. to 7 p.m. (EST) or Saturdays from 9 a.m. to 12 p.m. You can also reach out to your Evans Bank branch office or your Evans Customer Experience Center at 1.844.693.8267 weekdays 8:30 a.m. to 6 p.m. or Saturdays 9 a.m. to 12 p.m.



We look forward to welcoming you to our NBT Bank family!

NBT Bank and Evans Bank are organizations committed to community banking with deep roots in serving our local markets. As a customer, you will continue to receive the personal, high-quality service you have come to expect from Evans Bank while gaining access to expanded banking solutions and capabilities.

Since the announcement in September of our intent to merge, the teams at Evans and NBT have been working side by side to plan a smooth transition for customers. This Account Information Guide (AIG) is a vital part of the process. It includes important information about the features and terms associated with your account(s), action items, and answers to questions. You can also find this information online at www.nbtbank.com/evans.

We expect our merger to be completed in the second quarter of 2025, in conjunction with the system conversion. We will advise you when a firm date is set.

When we come together, your ability to conduct personal and business banking will be expanded with a combined network of more than 170 locations and over 200 ATMs throughout New York, Pennsylvania, Vermont, Maine, New Hampshire, Massachusetts, and Connecticut. In addition, you will have access to convenient digital banking tools to conduct your business.

Our shared values and approach to serving customers are the strong foundation upon which we will build as we look forward to serving your financial needs now and for many years to come.

Sincerely,



Scott Kingsley

Scott A. Kingsley
Chief Executive Officer
NBT Bank, N.A.



David J. Nasca

David J. Nasca
President and
Chief Executive Officer
Evans Bank, N.A.

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Questions and Answers

General Information

1. When will my Evans Bank branch become an office of NBT Bank?

Evans Bank branches will become offices of NBT Bank upon the closing of the merger, which is expected to occur in conjunction with the system conversion in the second quarter of 2025.

2. Can you tell me more about NBT Bank?

NBT Bank is a consumer and commercial community bank headquartered in Norwich, New York. Since opening our doors in 1856, we have remained committed to providing our customers with superior banking services and helping to make the communities we serve a better place to live and work. Our greatest competitive advantage remains our people. Through their dedication, we enhance our ability to serve customers through relationship building, personalized banking solutions, local decision-making, and commitment to community initiatives. As our customer, you will be able to conduct business from over 170 locations in New York, Pennsylvania, Vermont, Maine, New Hampshire, Massachusetts, and Connecticut. You will also have access to a network of over 200 ATMs and 24/7 digital banking tools.

3. Who can I contact with my banking questions?

We understand there is a lot to review, but rest assured that changes to your account(s) will be detailed in this guide. We strongly encourage you to take the time to read this important information. We are here to assist with your questions.

Contact our NBT Customer Contact Center at **1.800.628.2265** weekdays from 7 a.m. to 7 p.m. (EST) or Saturdays from 9 a.m. to 12 p.m. You can also reach out to your Evans Bank branch office or your Evans Customer Experience Center at **1.844.693.8267** weekdays from 8:30 a.m. to 6 p.m. (EST) or Saturdays 9 a.m. to 12 p.m. Many of the bankers you know and trust will continue to serve you as NBT bankers.

Deposit, Checks, and General Account Information

4. Will my account number(s) change?

We intend to keep account numbers the same. You will receive a separate communication detailing new account information prior to the merger if we need to change your loan and/or deposit account number for any reason.

5. Will my routing number change?

NBT will retain the Evans Bank routing number to facilitate your transition. For your reference, NBT's routing number is 021303618. After the merger, please use NBT's routing number to reorder checks and set up new external transfers.

6. Can I continue to use my Evans Bank checks?

You can continue to use your existing supply of Evans Bank checks for your checking, money market, and line of credit accounts. If you order your checks through a vendor other than Deluxe, *you will need to change the bank name to NBT Bank* the next time you reorder.

7. Will my currently scheduled direct deposit(s) and electronic payments continue following the merger?

Yes, direct deposits of payroll, government, other preauthorized payments, or any other direct deposit into your account should continue as currently set up. This also applies to electronic payments directly set up with your account and routing number.

Companies originating payroll deposits or preauthorized payments may receive a notification of change (NOC) with updated information regarding NBT Bank electronic payments. Receipt of a NOC does not prevent the transaction from being posted, but the originator of the transaction is expected to update the information indicated on the NOC prior to sending the next transaction.

8. How will my deposits be handled?

According to our Funds Availability Policy, NBT Bank's policy is to make funds from your deposits available as quickly as possible. For more information on determining deposit availability, same-day and next-day availability, and longer delays that could occur when making a deposit, please refer to page 51 for the Personal Funds Availability Policy and page 63 for the Business Funds Availability Policy.



Questions and Answers (continued)

9. How will checks and other debits be processed on my account?

To the extent possible, your account transactions will be posted in the order in which you made them. Deposits will be posted first, followed by debits. For a complete description of our transaction posting order, please refer to the Pricing Schedule on pages 35-36.

Statements, eStatements, and Notices

10. Will my eStatements be impacted?

NBT offers eStatements through the NBT Digital Banking platform. If you are already enrolled in eStatements at Evans Bank, we recommend downloading any statements you may require for your records prior to the merger. Upon accessing NBT eStatements for the first time, you will be prompted to accept the new Terms and Conditions.

11. When will my final Evans Bank deposit statement be produced?

All Evans Bank checking and savings customers will receive a final statement produced on the last business day before the merger, reflecting transactions processed through that day. Interest will also be posted to interest-bearing checking and savings accounts on that day. Following the merger, any interest earned on your account will be paid on the date your NBT Bank statement is produced.

12. When will my first NBT Bank deposit statement be produced after the merger?

Your first NBT Bank statement will be produced according to the same schedule on which your statements were produced at Evans Bank. Consumer and Business deposit account statements will continue to be produced at the end of the month. Savings statements will continue to be produced quarterly unless you have a monthly combined statement.

13. Does NBT Bank offer combined statements?

Yes, at NBT Bank, we will combine many of your banking products on a combined statement if these products are associated with the same account name(s), name order, address, and social security number(s). You will continue to receive separate statements for all products that do not meet these criteria. After the merger, you may contact NBT Bank about adding other accounts to your combined statement.

14. Will I continue to receive images of my canceled checks with my checking account statements?

Images of canceled checks will continue to be provided to checking customers currently receiving them. NBT Bank does not offer image statements for money market deposit accounts. If you currently receive images with your Evans money market statement, this service will not continue following the merger.

15. Will I have access to my check images on Digital Banking?

NBT Bank provides access to check images within NBT Digital Banking. There may be a period immediately following the merger when your historical Evans Bank check images will not be available while we work to load those images into NBT Digital Banking. We recommend that you download any Evans check images that you may need prior to the merger. If you have an immediate need for a check image following the merger, please contact our customer support team.

16. Will I receive my NBT Bank account notice(s) and year-end tax forms the same way?

You will receive your NBT Bank account notice(s) and year-end tax forms by mail.

17. How will my tax forms for 2025 be handled?

NBT Bank will produce all 2025 tax reporting information pertaining to deposit accounts, IRAs, and loan accounts that require a year-end tax notice. The applicable notice(s) will consolidate all reportable tax information under Evans Bank and NBT Bank through year-end 2025.

Questions and Answers (continued)

NBT Bank VISA Debit Cards and ATM Cards

18. If I have a current Evans Bank Mastercard Debit Card or ATM Card, will I receive a new NBT Bank VISA Debit Card or NBT ATM Card?

Yes, you will receive a new NBT Bank VISA® Debit Card or NBT ATM Card. Watch your mail for two separate communications regarding your new debit or ATM card. One mailing provides all the details and information about when to activate and use your new card and when to terminate your old card. The second mailing is the debit or ATM card with activation details.

Please ensure all address information is current with Evans Bank. If you have a forwarding address with the United States Postal Service, your card will be mailed to that forwarding address.

19. Where can I find NBT Bank ATMs?

Please see our complete list of ATM locations at www.nbtbank.com/locations.

Payments, Transfers, and Daily Transaction Limits

20. What will my external transfer limits be?

The following limits apply to the personal External Account Transfer Service:

- A daily limit of \$2,000 per customer
- A monthly limit of \$5,000 per customer

21. What are my NBT Bank mobile deposit limits?

- A daily limit of \$5,000 for personal customers
- A daily limit of \$20,000 for business customers

22. Will my automatic payments and automatic transfers continue following the merger?

Recurring bill payments through Evans Bank's online bill payment service or electronic transfers (including loan payments) from your account established through Evans Bank will continue after the merger. After the merger, you should review your recurring bill payments to ensure all payments are processed as you expect.

If you have any of the following transfers set up and want them to continue as an NBT Bank customer, you will need to recreate them within NBT Digital Banking after the merger:

- Recurring and future-dated external account-to-account transfers
- Recurring and future-dated internal account-to-account transfers
- Recurring payments set up with your debit card
- Recurring and future-dated ACH Payments (businesses only)
- Recurring and future-dated wires (businesses only)

23. How do I make payments to my NBT Bank Loan?

NBT Bank makes managing and paying your loans simple and easy. We accept payments online, with recurring automated payments or external account transfers. For more details on loan payment options, visit www.nbtbank.com > **Personal Products and Services** > **Personal Loans** > **Loan Payment Options**.

24. Will I be able to use Telephone Banking with NBT Bank?

Yes, NBT Bank offers Telephone Banking service with 24/7 access. To access it, call **1.800.628.2265**, select **option 2**, validate your security questions, and follow the prompts.

For more information about account details and action items you can take to prepare for the merger, please see the Personal and Business Checklists in this Account Information Guide.



PERSONAL ACCOUNT INFORMATION

Detailed information on
NBT Bank Personal Accounts
can be found on pages 7 through 19.

Personal Customer Checklist

Before the Merger

Personal Contact Information Verification

- ❑ Please verify that all contact information on Evans Bank account(s) is up to date. This includes all mailing addresses, email, and applicable phone numbers. This will help ensure you receive important communications by mail, email, and phone, if necessary.

You can verify and update your contact information through Evans Bank Online Banking or your Evans banker. Please note that all address changes must be completed at a local branch.

Personal Debit Cards

- ❑ Look for your new NBT Bank VISA® Debit or ATM Card to arrive via mail prior to the merger.
- ❑ Upon receipt of your new NBT Bank VISA® Debit or ATM Card, activate your card and select a PIN by calling **1.800.992.3808**. Look for a separate mailing with more information about when to start using your new NBT Bank VISA® Debit or ATM Card. Until then, continue using your Evans Bank debit card.

Personal Digital Banking Customers

- ❑ Save or print all scheduled online banking internal and external account-to-account transfer information from your Evans Bank Online Banking, including account numbers, routing numbers, amounts, and bill payment schedules.

- ❑ If you currently have automatic transfers set up within Evans Bank Online Banking and want them to continue after the merger, you will need to recreate them within NBT Digital Banking.

We intend to convert your bill pay history and payee information to NBT Digital Banking.

- ❑ Save or print all Evans Bank account and service alerts. After the merger, these account alerts for balance or transaction activity will need to be recreated within NBT Digital Banking.
- ❑ If there are account transaction histories, copies of check images, or statements related to your Evans Bank accounts that you would like to have available immediately after the merger, we recommend you save or print them now.

Rochester skyline along the Genesee River, Rochester, NY



Personal Customer Checklist (continued)

After the Merger

Personal Checks, Withdrawal and Deposit Slips

- You can continue to use your existing supply of Evans Bank checks for your checking, money market, and line of credit accounts. When you reorder your checks through a vendor other than Deluxe, *you will need to change the bank name to NBT Bank.*
- Discard any supply of unused withdrawal slips. New withdrawal slips will be available at any branch location. *(Checking deposit tickets received with your check orders, including those received prior to the merger, can continue to be used.)*

Personal Digital Banking (Online and Mobile)

- After the merger, enroll and access your NBT Digital Banking account as follows:
 1. Navigate to www.nbtbank.com
 2. Click Login > Select NBT Digital Banking > Select "Login Now"
 3. Enter your **existing Evans Bank username***
 4. Enter your **existing Evans Bank password**
 5. Enter and verify the following information:
 - a. First Name
 - b. Last Name
 - c. Date of Birth
 - d. Zip Code
 - e. Email Address
 - f. Last four digits of your Social Security Number
 6. Receive a one-time PIN as a voice call or text to one of your available phone numbers and enter that PIN on the screen for added security.

Please verify that your contact information with Evans Bank is up to date, including applicable phone numbers. This will help ensure you receive important communications, including one-time PINs.
 7. Select and enter a new password to use for your NBT Digital Banking service.

- Please note any nicknames set up in your Evans Online Banking will not be converted. However, you can create new nicknames after signing into NBT Digital Banking for the first time.

Enrollment and access to NBT Digital Banking can be performed any time after the merger, which is expected to occur in the second quarter of 2025 in conjunction with the system conversion.
- Download the NBT Bank mobile app from the Apple App Store or Google Play Store, and sign in to access NBT Digital Banking. Follow the enrollment steps outlined above if this is your first time signing in to NBT Digital Banking. Note that you will only need to complete this enrollment process one time through either online or mobile, not both. You may delete your Evans Bank mobile app.



- Use the information you saved from your Evans Online Banking to recreate the scheduled internal and external transfers you had prior to the merger.
- Set up and receive critical account alerts for events such as low account balances, check clearing, loan payment due dates, and more. (Alert set-up can be found in NBT Digital Banking > Profile > Alerts)
- Review and approve the payment disclosures, payees, and bill payments converted for accuracy. (Digital Banking > Payments)
- After the merger, click on eStatements and accept the Terms and Conditions to view your eStatements once the new statement is ready. (Log in to NBT Digital Banking > Accounts > eStatements)

*We will contact you with further instructions if we cannot convert your existing Evans username.

Personal Customer Checklist (continued)

After the Merger

Personal Telephone Banking

- Enroll in NBT Bank's Telephone Banking service for 24/7 access to your bank account information. Call **1.800.628.2265**, select **option 2**, validate security questions, and follow the prompts.

Personal Debit Card

- To begin using your new NBT Bank VISA® Debit Card, activate your card and select a PIN by calling **1.800.992.3808**. You will receive two separate mailed communications: one is instructional information, and the other is your new card.

- If your Evans Bank Debit Mastercard® is in use within your Mobile Wallet, remove the card. You may now set up your new NBT Bank VISA® Debit Card in your Mobile Wallet.
- Update your recurring debit card payments to your new NBT Bank VISA® Debit Card (e.g., streaming subscriptions, car insurance, credit cards, etc.).
- Consider configuring your NBT Bank VISA® Debit Card in Card Valet. Card Valet is available in NBT Digital Banking. You can control your card with it: set card limits and alerts, turn it on or off, and report a lost or stolen card.



Buffalo City Hall and
McKinley Monument, Buffalo, NY

Personal Deposit Accounts

For additional pricing information for all deposit accounts and services, refer to our Pricing Schedule on pages 35-36.

Checking Accounts

Important Information on our Standard Overdraft Practices for ATM and Everyday Debit Card Transactions

NBT Bank will cover overdrafts at the bank's discretion, meaning we do not guarantee that we will always authorize and pay any type of transaction. However, without your consent, we do not authorize and pay overdrafts on ATM and everyday debit card transactions. If you already opted in through Evans Bank, you will continue to be opted in for our Standard Overdraft Practices at NBT Bank.

To benefit from our Standard Overdraft Practices on ATM and everyday debit card transactions, you must "opt-in" by reviewing and completing the Opt-In Form on page 53 of this guide.

Your new NBT Bank VISA® Debit Card is eligible for enrollment in uChoose Rewards. The uChoose Rewards program lets you earn points on purchases made with your NBT Debit Card. You can redeem these points for cash back, merchandise, and a variety of other exciting rewards.

If you currently have a **Maxx Freedom Checking, Maxx Value Checking, or Orange Cash Back Checking** Account at Evans Bank

Your New Account will be: **Classic Checking**

Account Features:

- No monthly maintenance fee
- No minimum balance required
- NBT Bank VISA® Debit Card
- NBT Digital Banking
- eStatements available at no charge
- The Orange Cash Back Checking cashback feature will no longer be available; however, you can register for NBT Bank's uChoose Debit Card Rewards Program

If you currently have an **Orange Student Checking** Account at Evans Bank

Your New Account will be: **iStrive® Checking**

Account Features:

- No monthly maintenance fee
- No minimum balance required
- No ATM foreign fees
- Available to customers between ages 14 - 24
- A parent or guardian must be on the account as a joint owner for ages 14 - 17
- NBT Bank VISA® Debit Card
- NBT Digital Banking
- eStatements available at no charge

Personal Deposit Accounts (continued)

Checking Accounts

If you currently have an **Evans with Interest Checking, Evans One Checking, Orange Advantage Checking, or Platinum Security Checking** Account at Evans Bank

Your New Account will be: **Classic Interest Checking**

Account Features:

- The monthly maintenance fee is \$6.00 if the average daily collected balance falls below \$500
- **For customers aged 50 and over, there is no monthly maintenance fee**, and Classic Interest checks ordered through Deluxe are free of charge
- This is a variable rate product, meaning the interest rate can change at any time
- Interest accrues on any day when the collected balance is \$100 or more. This balance must be maintained to obtain the associated annual percentage yield
- Your current required balance tiers to earn interest will remain the same
- NBT Bank VISA® Debit Card
- NBT Digital Banking
- eStatements available at no charge

If you currently have an **Orange Basic Checking** or a **Second Chance Checking** Account at Evans Bank

Your New Account will be: **NBT iSelect Account**

Account Features:

- No monthly maintenance fee
- No minimum balance required
- No overdraft fees
- NBT Bank VISA® Debit Card
- NBT Digital Banking
- eStatements available at no charge

Personal Deposit Accounts (continued)

Personal Savings Accounts and Money Market Accounts

If you currently have a **Statement Savings, Better Savings, Thrift-e Savings, Premium Savings, or Work-Life Solutions Savings** Account at Evans Bank

Your New Account will be: **Statement Savings**

Account Features:

- No monthly maintenance fee
- This is a variable rate product, meaning the interest rate can change at any time
- Interest accrues daily, and the collected balance must be \$25.00 or more. This balance must be maintained to obtain the associated annual percentage yield
- Interest is compounded daily and is credited quarterly
- Interest can be credited monthly for customers who have a monthly combined statement
- Statements are produced quarterly unless you currently receive a combined monthly statement
- eStatements available at no charge

If you currently have an **Evans One Savings, Orange Cash Back Savings, or Orange Advantage Savings** Account at Evans Bank

Your New Account will be: **Premium Savings**

Account Features:

- No monthly maintenance fee
- This is a variable rate product, meaning the interest rate can change at any time
- Your current balance tiers to earn interest will remain the same
- Interest is compounded daily and is credited quarterly
- Interest can be credited monthly for customers who have a monthly combined statement
- eStatements available at no charge

Personal Deposit Accounts (continued)

Personal Savings Accounts and Money Market Accounts

If you currently have a **Junior Statement Savings** Account at Evans Bank

Your New Account will be: **iStrive Savings Account**

Account Features:

- No monthly maintenance fee
- No minimum balance required
- This is a variable rate product, meaning the interest rate can change at any time
- On each day when the collected balance is \$0.01 or more, interest accrues at an interest rate that is determined according to the following interest tiers:
 - Tier 1 \$0.01 < \$2,500
 - Tier 2 \$2,500 < \$10,000
 - Tier 3 \$10,000 and over
- Interest is compounded daily and is credited quarterly
- Interest can be credited monthly for customers who have a monthly combined statement
- eStatements available at no charge

If you currently have a **Holiday Club** Account at Evans Bank

Your New Account will be: **Holiday Club Account**

Account Features:

- No monthly maintenance fee
- This is a variable rate product, meaning the interest rate can change at any time
- Interest accrues daily, and the collected balance must be \$0.01 or more. This balance must be maintained to obtain the associated annual percentage yield
- Interest will not be compounded; it will be credited to your account on an annual basis, on or about October 1, 2025, when your annual distribution will be paid
- If you close your account before your annual distribution date, you will pay a \$10.00 penalty fee and forfeit any interest earned
- Partial withdrawals are not permitted
- eStatements available at no charge

Personal Deposit Accounts (continued)

Personal Savings Accounts and Money Market Accounts

If you currently have a **Better Money Market, EZ Money Market, or Premium Money Market** Account at Evans Bank

Your New Account will be: **Personal Money Market**

Account Features:

- \$5.00 monthly maintenance fee if the average daily collected balance falls below \$1,000
- This is a variable rate product, meaning the interest rate can change at any time
- On each day when the collected balance is \$1,000 or more, interest accrues at an interest rate that is determined according to the following interest tiers:
 - Tier 1 \$1,000 < \$25,000
 - Tier 2 \$25,000 < \$75,000
 - Tier 3 \$75,000 and over
- The balance must be maintained to obtain the associated annual percentage yield
- Interest is compounded daily and is credited monthly
- eStatements available at no charge

If you currently have an **Evans Choice Money Market** Account at Evans Bank

Your New Account will be: **Premium Money Market**

Account Features:

- \$15.00 monthly maintenance fee if the average daily collected balance falls below \$5,000
- This is a variable rate product, meaning the interest rate can change at any time
- On each day when the collected balance is \$5,000 or more, interest accrues at an interest rate that is determined according to the following interest tiers:
 - Tier 1 \$5,000 < \$50,000
 - Tier 2 \$50,000 < \$100,000
 - Tier 3 \$100,000 and more
- The balance must be maintained to obtain the associated annual percentage yield. Interest is compounded daily and is credited monthly
- eStatements available at no charge

Personal Deposit Accounts (continued)

Personal Investment Accounts

Insured Cash Sweep (ICS)

You will receive a separate communication if you currently have an Insured Cash Sweep (ICS) Account at Evans Bank.

Certificate of Deposits

If you have a Certificate of Deposit (CD) with a term of less than 48 months, the current terms and conditions of your account will remain in effect until maturity. At maturity, your account will automatically renew in accordance with those terms. If you are currently set up for interest distributions, these will continue without interruption.

If you have a 48 or 60 month CD, your account will be set to single mature on your maturity date and will not automatically renew. You will receive a notification of maturity 10 days prior, at which time you will need to open a new CD at a term you choose.

Individual Retirement Accounts

If you have an Individual Retirement Account (IRA), the terms and conditions of your account will remain in effect until maturity. At maturity, your account will automatically renew in accordance with those terms.

If you have a 60 month IRA, your account will be set to single mature on your maturity date. You will receive a notification of maturity 10 days prior, at which time you will need to open a new IRA at a term you choose.

If you are receiving a required minimum distribution for your IRA, NBT Bank will withdraw funds from your lowest interest rate IRA product first.

If you currently have a **30 Day IRA** Account at Evans Bank

Your New Account will be: **IRA Savings**

Account Features:

- Additional deposits may be made anytime so long as you do not exceed your maximum annual deposit limit
- This is a variable rate product, meaning the interest rate can change at any time
- Interest accrues daily, and the collected balance must be \$0.01 or more. This balance must be maintained to obtain the associated annual percentage yield
- Interest is compounded daily and is credited monthly

To learn more as Evans Bank transitions to NBT Bank, please visit
www.nbtbank.com/evans



Personal Loan Accounts

If you have a personal loan with Evans Bank, the terms and conditions of your account will remain in effect unless explicitly stated in this document or a separate communication from NBT Bank, if applicable.

Auto-deduct Loan Payments

If your loan payments are automatically deducted from your account and this was set up via Evans Bank Online Banking, **you will need to recreate the same payment within NBT Digital Banking.** If your payment is automatically deducted from your account using a different method, that service should continue following the merger.

Mailed Loan Payments

Customers who currently mail loan payments to Evans Bank should continue to do so through the last business day before the merger.

Beginning on the first day after the merger, loan payments should be mailed to:

**NBT Bank
PO Box 149
Canajoharie, NY 13317**

Loan Billing Statements

Following the merger, customers who had been receiving an Evans Bank loan billing statement will receive an NBT Bank billing statement. If you have questions regarding your new NBT Bank billing statement, contact our NBT Customer Contact Center at **1.800.628.2265**.

Should you identify an error on your new NBT loan billing statement, please contact us at:

**NBT Bank
PO Box 149
Canajoharie, NY 13317**

Important Changes to your Evans Bank Personal Loan Account Terms

Part of the conversion of your accounts to NBT Bank will include changes to the terms of your Evans Bank Personal Loan (Secured/Unsecured). These changes will take effect on the merger date when your account is converted to an **NBT Bank Personal Loan**.

The following is a summary of changes being made to your account terms.

We intend to keep account numbers the same.

We will contact you with further information if we need to change your loan account number for any reason.

Late Fees	Your payment will be late if it is not received by us within 10 days after the Payment Due Date shown on your periodic statement. If your payment is late, we may charge you 5.00% of the unpaid portion of the regularly scheduled payment or \$5.00, whichever is less as a monthly late fee. Total late charges for this loan will not exceed two percent (2%) of the total original loan amount or twenty-five dollars (\$25.00), whichever is less.
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If you accept these new terms, no action is required.

We are here to assist with your questions. Contact our NBT Customer Contact Center at 1.800.628.2265 weekdays from 7 a.m. to 7 p.m. (EST) or Saturdays from 9 a.m. to 12 p.m.

Overdraft Line of Credit

Important Changes to your Evans Bank Consumer Cash Reserve Line of Credit Account Terms

Part of your accounts' conversion to NBT Bank will include changes to the terms of your Evans Bank Consumer Cash Reserve Line of Credit. These changes will take effect on the merger date when your account is converted to an **NBT Bank Personal Overdraft Line of Credit**.

The following is a summary of changes being made to your account terms.

We intend to keep account numbers the same.

We will contact you with further information if we need to change your loan account number for any reason.

Annual Percentage Rate for all balances	16.00% Fixed Rate
Transfer Increment	\$50.00 minimum If the amount of a transaction exceeds your checking account balance, all transfers from your Overdraft Line of Credit Account to cover the transaction will be made in the greater of \$50.00 minimum increments, if available under your Overdraft Line of Credit Account, or if less than \$50.00 is available under your Overdraft Line of Credit Account, the full amount of credit remaining under the line. Therefore, a loan request for an amount not divisible by \$50.00 will be rounded to the next highest multiple of \$50.00. This can result in a loan for more than the amount requested. In this case, any excess above the requested loan amount remains in your checking account balance.
Payment Due Date	A billing notice will be mailed 10 days prior to your payment due date. Your payment due date may vary slightly each month based on the date your billing notice is produced.
Late Fees	Your payment will be late if we do not receive it within 10 days after the Payment Due Date shown on your periodic statement. If it is late, we may charge you 4.00% of the unpaid amount or \$5.00, whichever is less.
Lender's Rights	<p>If you are in default, we will send you a notice setting forth a period of at least fifteen (15) days within which such default may be cured. During this cure period, without notice, we may suspend your Overdraft Line of Credit Account as provided below. If such default is not cured during this period, we may either terminate or continue the suspension of your Credit Line Account.</p> <p>Suspension: If we suspend your Credit Line, you will lose the right to obtain further credit advances. However, all other terms of the Agreement will remain in effect and be binding upon you, including your liability for any further unauthorized use of any Overdraft Line of Credit Account access devices.</p>

If you accept these new terms, no action is required.

Canceling your Overdraft Line of Credit

Use of your Overdraft Line of Credit after the date of the merger will constitute acceptance of these changes.

You have the right to reject these changes. If you reject these changes, you will cancel your credit line and can no longer use your account for new advances. Please notify us in writing if you would like to reject these changes and cancel your credit advancing privileges before the merger date. Include your name, address, and account number in the correspondence and mail to *NBT Bank, Loan Servicing Department, PO Box 351, Norwich, NY 13815*.

We are here to assist with your questions. Contact our NBT Customer Contact Center at 1.800.628.2265 weekdays from 7 a.m. to 7 p.m. (EST) or Saturdays from 9 a.m. to 12 p.m.



Home Equity Line of Credit

Important Changes to your Evans Bank Home Equity Line of Credit Terms

Part of the conversion of your accounts to NBT Bank will include changes to the terms of your Evans Bank Home Equity Line of Credit that will take effect on the merger date when your account is converted to an **NBT Bank Home Equity Line of Credit**.

The following is a summary of changes being made to your account terms.

We intend to keep account numbers the same.

We will contact you with further information if we need to change your loan account number for any reason.

Minimum Advance	No minimum advance or increment
Draw Period	10 years, applicable only to Home Equity Line of Credit Accounts that have not entered repayment on the date of the merger.
Repayment Period	15 years, applicable only to Home Equity Line of Credit Accounts that have not entered repayment on the date of the merger.
Periodic Rate and Corresponding Annual Percentage Rate	The Periodic Rate and corresponding Annual Percentage Rate on your Credit Line will increase or decrease as the Index increases or decreases from time to time. Adjustments resulting from changes in the Index will take effect on the first day of the month following the rate change.
Maximum Annual Percentage Rate	15.90%
In Draw - Regular Payment - Interest Only	Your payment will equal the amount of your accrued finance charges. Your payments will not reduce the principal that is outstanding on your Credit Line. Your payments will be due monthly.
In Draw - Regular Payment - Principal plus Interest	If your current payment is calculated based on 0.333% of your outstanding balance plus all accrued finance charges, after conversion, your payment will be calculated based on 0.33% of your outstanding balance plus all accrued finance charges. Your payments will be due monthly.
In Repayment - Regular Payment - Fixed Principal plus Interest	Your payment is calculated based on 0.556% of your balance at the start of the repayment period, plus all accrued finance charges. Your payments will be due monthly. Applicable only to Home Equity Line of Credit Accounts that enter repayment after the date of the merger.
Regular Payment Posting Order	Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to accrued interest, then to unpaid principal, then to any voluntary credit life and disability insurance premiums, then to other penalty fees or collection costs, and then late payment fees.
Payment Due Date	A billing notice will be mailed 25 days before your payment due date. Your payment due date may vary slightly each month based on the date your billing notice is produced.
Payment Grace Period	The payment grace period is 15 days past your payment due date. If you make a payment within this grace period, you will not be assessed a late fee.
Late Fees	Your payment will be late if it is not received by us within 15 days after the Payment Due Date shown on your periodic statement. If your payment is late, we may charge you 2.00% of the unpaid amount of the payment unless applicable law requires a lower charge or prohibits any charge.

(Continued)

Home Equity Line of Credit (continued)

Lender's Rights	<p>If you are in default, we will send notice to you setting forth a time period of at least fifteen (15) days within which such default may be cured. During this cure period, without notice, we may suspend your Credit Line as provided below. If such default is not cured during this period, we may terminate or continue suspending your Credit Line Account.</p> <p>Suspension: If we suspend your Credit Line, you will lose the right to obtain further credit advances. However, all other terms of the Agreement will remain in effect and be binding upon you, including your liability for any further unauthorized use of any Credit Line access devices.</p>
Lien Release Fees	<p>You agree to pay all government fees for the release of our security interests in collateral securing your Credit Line. You will pay these fees at the time the lien or liens are released. These fees are established at the State and County level.</p>

The following is a summary of changes that will apply to those Home Equity Line of Credit Accounts with a Conversion Option – Fixed Rate Loan:

Fixed Rate Determination Method	<p>The fixed interest rates available will be those from our current Fixed Rate Conversion Option loan product. Please call or visit your local NBT Bank office for more information.</p>
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If you accept these new terms, no action is required.

All other terms and conditions of your loan agreement remain in full force, including, but not limited to, any minimum or maximum interest rate limitations and minimum or maximum interest rate change limitations.

Canceling your Home Equity Line of Credit

Use of your Home Equity Line of Credit after the date of the merger will constitute acceptance of these changes.

You have the right to reject these changes. If you reject these changes, you will cancel your credit line and can no longer use your account for new advances. Please notify us in writing if you would like to reject these changes and cancel your credit advancing privileges before the merger date. Include your name, address, and account number in the correspondence and mail to *NBT Bank, Loan Servicing Department, PO Box 351, Norwich, NY 13815.*

We are here to assist with your questions. Contact our NBT Customer Contact Center at 1.800.628.2265 weekdays from 7 a.m. to 7 p.m. (EST) or Saturdays from 9 a.m. to 12 p.m.

BUSINESS ACCOUNT INFORMATION

**Detailed information on
NBT Bank Business Accounts
can be found on pages 21 through 31.**

Business Customer Checklist

Before the Merger

Business Contact Information Verification

- Please verify that all contact information with Evans Bank is up to date. This includes all business mailing addresses and zip codes, business user last name, business phone number, and business email address. This will help ensure you receive important communications by mail, email, and phone, if necessary.

You can verify and update your contact information through online banking or your Evans banker. Please note that all address changes must be completed at a local branch.

Company Administrators, please ensure contact information is up to date for yourself and each sub-user in online banking.

Business Debit Cards

- Look for your new NBT Bank VISA® Debit Card to arrive via mail prior to the merger.
- Upon receipt of your new NBT Bank VISA® Debit Card, activate your card and select a PIN by calling **1.800.992.3808**. Look for a separate mailing with more information about when to start using your new NBT Bank VISA® Debit Card. Until then, continue using your Evans Bank debit card.

Business Digital Banking Customers

- Save or print all your scheduled online banking internal account-to-account transfer information from your Evans Bank Online Banking, including account numbers, routing numbers, amounts, and bill payment schedules.
- We recommend you save or print all of your ACH Participant, ACH Template, and Wire Participant information.
- Save or print all account and service alerts. After the merger, these account alerts for balance or transaction activity will need to be recreated within NBT Digital Banking.
- If there are account transaction histories, copies of check images, or statements related to your Evans Bank accounts that you would like to have available immediately after the merger, we recommend you save or print them now.

Business Customer Checklist (continued)

After the Merger

Business Checks, Withdrawal and Deposit Slips

- You can continue to use your existing supply of Evans Bank checks for your checking, money market, and line of credit accounts. When you reorder your checks through a vendor other than Deluxe, you will need to change the bank name to NBT Bank.
- Discard any supply of unused withdrawal slips. New withdrawal slips will be available at any branch location. (Checking deposit tickets received with your check orders, including those received prior to the merger, can continue to be used.)

Business Digital Banking (Online and Mobile)

- After the merger, enroll and access your NBT Bank Digital Banking account as follows:
 1. Navigate to www.nbtbank.com
 2. Click Login > Select NBT Digital Banking > Select “Login Now”
 3. Enter your existing Evans Bank username*
 4. Enter your existing Evans Bank password
 5. Enter and verify the following information:
 - a. Business User Last Name
 - b. Business User Phone Number
 - c. Business User ZIP Code
 - d. Business User Email Address
 6. Receive a one-time PIN as a voice call or text to one of your available phone numbers and enter that PIN on the screen for added security.
 7. Select and enter a new password to use with your NBT Digital Banking service.

Please note any nicknames set up in your Evans Online Banking will not be converted. However, you can create new nicknames after signing into NBT Digital Banking for the first time.

Enrollment and access to NBT Digital Banking can be performed any time after the merger, which is expected to occur in the second quarter of 2025 in conjunction with the system conversion.

The Business Administrator will be granted access rights to all accounts tied to the NBT Digital Banking setup. The Business Administrator must grant access entitlements to all other users who will access the business account(s).

- Download the NBT Bank mobile app from the Apple App Store or Google Play Store, and sign in to access NBT Digital Banking. Follow the enrollment steps outlined above if this is your first time signing in to NBT Digital Banking. Note that you will only need to complete this enrollment process one time through either online or mobile, not both. You may delete your Evans Bank mobile app.



- To recreate the scheduled internal and external transfers and payments you had prior to the merger, use the information you saved from your Evans Online Banking.
- Set up and receive critical account alerts for when account balances are low, checks clear, loan payments are due, and more. (Alert set-up can be found in NBT Digital Banking > Profile > Alerts)
- Review and approve the payment disclosures, payees, and bill payments converted for accuracy. (Digital Banking > Payments)
- After the merger, click on eStatements and accept the Terms and Conditions to view your eStatements once the new statement is ready.

(Continued)

*We will contact you with further instructions if we cannot convert your existing Evans username.

Business Customer Checklist (continued)

After the Merger

Business Debit Cards

- Begin using your new NBT Bank VISA® Debit Card. Activate your new NBT Bank VISA® Card and select a PIN by calling **1.800.992.3808**. You will receive two separate mailed communications: one is instructional information, and the other is your new card.
- If your Evans Bank Debit Mastercard® is in use within your Mobile Wallet, remove the card. You may now set up your new NBT Bank VISA® Debit Card in your Mobile Wallet.
- Update your recurring debit card payments to your new NBT Bank VISA® Debit Card (e.g., utilities, vendor payments, credit cards, etc.).
- Consider configuring your NBT Bank VISA® Debit Card in Card Valet. Card Valet is available in NBT Digital Banking. You can control your card with it: set card limits and alerts, turn it on or off, and report a lost or stolen card.

Your new NBT Bank VISA® Debit Card is eligible for enrollment in uChoose Rewards. The uChoose Rewards program lets you earn points on purchases made with your NBT Debit Card. You can redeem these points for cash back, merchandise, and a variety of other exciting rewards.



Aerial view of High Falls, Rochester, NY

Business Deposit Accounts

For additional pricing information, refer to our Pricing Schedule on pages 35-36.

Checking Accounts

If you currently have a **Free Business Checking** or a **Non-Profit Org Checking** Account at Evans Bank

Your New Account will be: **Business Checking**

Account Features:

- No monthly maintenance fee
- First 350 items at no charge, \$0.50 per item over 350
- NBT Bank VISA® Business Debit Card
- NBT Bank Digital Banking
- eStatements available at no charge
- If your account includes cash management services, you will receive separate communications detailing important information and steps to take prior to the merger.

If you currently have an **Evans Business Banking Checking** or an **Evans Business Pro Checking** Account at Evans Bank

Your New Account will be: **Business Premium Checking**

Account Features:

- \$10.00 monthly maintenance fee if the average daily collected balance falls below \$10,000
- First 300 items at no charge, \$0.35 per item over 300
- NBT Bank Visa® Business Debit Card
- NBT Bank Digital Banking
- eStatements available at no charge
- If your account includes cash management services, you will receive separate communications detailing important information and steps to take prior to the merger.

If you currently have a **Repurchase Agreement** Account at Evans Bank

Your New Account will be: **Sweep Repo Account**

You will receive a separate communication.

Business Deposit Accounts (continued)

Checking Accounts

If you currently have an **Evans Business Interest Checking** Account at Evans Bank

Your New Account will be: **Business Interest Checking**

Account Features:

- \$10.00 monthly maintenance fee if the average daily collected balance falls below \$1,000
- The first 50 items are at no charge, and the price is \$0.25 per item over 50
- This is a variable rate product, meaning the interest rate can change at any time
- Interest accrues daily, and the collected balance must be \$0.01 or more. This balance must be maintained to obtain the associated annual percentage yield
- NBT Bank Visa® Business Debit Card
- NBT Bank Digital Banking
- eStatements available at no charge
- If your account includes cash management services, you will receive separate communications detailing important information and steps to take prior to the merger.

If you currently have a **Corporate Checking** Account at Evans Bank

Your New Account will be: **Commercial Checking**

Account Features:

- This account features a tiered, variable-rate earnings credit. The earnings credit can completely or partially offset account fees
- \$15.00 monthly maintenance fee
- NBT Bank VISA® Business Debit Card
- NBT Bank Digital Banking
- Foreign (not drawn on NBT Bank) checks deposited - \$0.15/item
- Deposit Tickets - \$0.25/ticket
- ACH-originated items - \$0.05/each
- Cost per \$1,000 of cash deposits - \$0.10
- If your account includes cash management services, you will receive separate communications detailing important information and steps to take prior to the merger.

Item Charges:

- Number of debits per statement cycle, checks paid - \$0.20/check

If you currently have an **IOLA** Account at Evans Bank

Your New Account will be: **IOLA**

There will be no changes to your account.

If you currently have a **Lease Security** Account at Evans Bank

You will receive a separate communication.



Business Deposit Accounts (continued)

Savings and Money Markets

If you currently have a **Business Savings** Account at Evans Bank

Your New Account will be: **Business Savings**

Account Features:

- No monthly maintenance fee
- This is a variable rate product, meaning the interest rate can change at any time
- Interest accrues daily, and the collected balance must be \$25.00 or more. This balance must be maintained to obtain the associated annual percentage yield
- Interest is compounded and credited monthly
- Statements are mailed quarterly unless you receive a monthly combined statement
- NBT Bank Digital Banking
- eStatements available at no charge

If you currently have a **Better Business Money Market** Account at Evans Bank

Your New Account will be: **Premium Money Market – Business**

Account Features:

- \$15.00 monthly maintenance fee if the average daily collected balance falls below \$5,000
- This is a variable rate product, meaning the interest rate can change at any time
- Interest is compounded daily and is credited monthly
- NBT Bank Digital Banking
- On each day when the collected balance is \$5,000 or more, interest accrues at an interest rate that is determined according to the following interest tiers:
 - Tier 1 \$5,000 < \$50,000
 - Tier 2 \$50,000 < \$100,000
 - Tier 3 \$100,000 and more
- eStatements are available at no charge

If you currently have a **Premium Business Money Market** or a **Business Money Market** Account at Evans Bank

Your New Account will be: **Business Money Market**

Account Features:

- \$5.00 monthly maintenance fee if the average daily collected balance falls below \$1,000
- This is a variable rate product, meaning the interest rate can change at any time
- Interest is compounded daily and is credited monthly
- NBT Bank Digital Banking
- On each day when the collected balance is \$1,000 or more, interest accrues at an interest rate that is determined according to the following interest tiers:
 - Tier 1 \$1,000 < \$25,000
 - Tier 2 \$25,000 < \$75,000
 - Tier 3 \$75,000 and over
- eStatements available at no charge

Business Deposit Accounts (continued)

Certificate of Deposits

If you have a Certificate of Deposit (CD) with a term of less than 48 months, the current terms and conditions of your account will remain in effect until maturity. At maturity, your account will automatically renew in accordance with those terms. If you are currently set up for interest distributions, these will continue without interruption.

If you have a 48 or 60 month CD, your account will be set to single mature on your maturity date and will not automatically renew. You will receive a notification of maturity 10 days prior, at which time you will need to open a new CD at a term you choose.

For additional pricing information, refer to our Pricing Schedule on pages 35-36.

Municipal Deposit Accounts

If you currently have a **Municipal Checking** Account at Evans Bank

Your New Account will be: **Government Checking**

There will be no changes to the features of your account.

- If your account includes cash management services, you will receive separate communications detailing important information and steps to take prior to the merger.

If you currently have a **Municipal NOW** Account at Evans Bank

Your New Account will be: **Government Interest Checking**

There will be no changes to the features of your account.

- If your account includes cash management services, you will receive separate communications detailing important information and steps to take prior to the merger.

If you currently have a **Muni Vest Savings** or **Municipal Savings** Account at Evans Bank

Your New Account will be: **Government Savings**

Account Features:

- No monthly maintenance fee
- This is a variable rate product, meaning the interest rate can change at any time
- Interest accrues daily, and the collected balance must be \$25.00 or more. This balance must be maintained to obtain the associated annual percentage yield
- Interest is compounded and credited monthly
- Statements are mailed quarterly unless you receive a combined monthly statement
- NBT Bank Digital Banking
- eStatements available at no charge

Business Loan Accounts

If you have a business loan with Evans Bank, the terms and conditions of your account will remain in effect unless explicitly stated in this document or a separate communication from NBT Bank, if applicable.

Auto-deduct Loan Payments

If your loan payments are automatically deducted from your account and this was set up via Evans Bank Online Banking, **you will need to recreate the same payment within NBT Digital Banking.** If your payment is automatically deducted from your account using a different method, that service should continue following the merger.

Mailed Loan Payments

Customers who currently mail loan payments to Evans Bank should continue to do so through the last business day before the merger.

Following the merger, loan payments should be mailed to:

**NBT Bank
PO Box 149
Canajoharie, NY 13317**

Loan Billing Statements

Following the merger, customers who had been receiving an Evans Bank loan billing statement will receive an NBT Bank billing statement. If you have questions regarding your new NBT Bank billing statement, contact our NBT Customer Contact Center at **1.800.628.2265**.

Should you identify an error on your new NBT loan billing statement, please contact us at:

**NBT Bank
PO Box 149
Canajoharie, NY 13317**

To learn more as Evans Bank transitions to NBT Bank, please visit
www.nbtbank.com/evans

Better Business Lines of Credit

Important Changes to your Evans Bank Better Business Line of Credit & Neighborhood Better Business Line of Credit

The following is a summary of changes being made to your account terms.

We intend to keep account numbers the same.

We will contact you with further information if we need to change your loan account number for any reason.

Method Used to Determine the Balance on Which Interest Will be Computed	We calculate the interest charges on your Evans Bank Better Business Line of Credit or Neighborhood Better Business Line of Credit by applying the periodic interest rate to the average daily balance of your Evans Bank Better Business Line of Credit or Neighborhood Better Business Line of Credit. To get the average daily balance, we take the beginning balance of your Evans Bank Better Business Line of Credit or Neighborhood Better Business Line of Credit each day, add any new advances, and subtract any payments or credits and any unpaid interest or other finance charges. This gives us a 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. This gives us the average daily balance.
Method of Determining the Amount of Interest Charges	The interest charged to your Evans Bank Better Business Line of Credit or Neighborhood Better Business Line of Credit is determined by applying the applicable daily periodic rate to the average daily balance described above. Then, we multiply that amount by the number of days in the billing cycle.
Payment Due Date	A billing notice will be mailed 15 days prior to your payment due date. Your payment due date may vary slightly each month based on the date your billing notice is produced.
Lender's Rights	<p>If you are in default, we will send you a notice setting forth a period of at least fifteen (15) days within which such default may be cured. During this cure period, without notice, we may suspend your Evans Bank Better Business Line of Credit or Neighborhood Better Business Line of Credit as provided below. If such default is not cured during this period, we may terminate or continue suspending your Credit Line Account.</p> <p>Suspension: If we suspend your Credit Line Account, you will lose the right to obtain further credit advances. However, all other terms of the Agreement will remain in effect and be binding upon you, including your liability for any further unauthorized use of any Evans Bank Better Business Line of Credit or Neighborhood Better Business Line of Credit access devices.</p>

If you accept these new terms, no action is required.

Canceling your Evans Bank Better Business Line of Credit or Neighborhood Better Business Line of Credit

Use of your Evans Bank Better Business Line of Credit or Neighborhood Better Business Line of Credit after the date of the merger will constitute acceptance of these changes. You have the right to reject these changes. If you reject these changes, you will cancel your credit line and can no longer use your account for new advances. Please notify us in writing if you would like to reject these changes and cancel your credit advancing privileges before the merger date. Include your name, address, and account number in the correspondence and mail to *NBT Bank, Loan Servicing Department, PO Box 351, Norwich, NY 13815.*

We are here to assist with your questions. Contact our NBT Customer Contact Center at 1.800.628.2265 weekdays from 7 a.m. to 7 p.m. (EST) or Saturdays from 9 a.m. to 12 p.m.



Commercial Term Loans SBA 504

Important Changes to your SBA 504 Term Loan

The following is a summary of changes being made to your account terms.

We intend to keep account numbers the same.

We will contact you with further information if we need to change your loan account number for any reason.

Regular Payment Posting Order	Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to escrow, if applicable; then to interest; unpaid principal; any voluntary credit life and disability insurance premiums; other penalty fees or collection costs; and finally, late payment fees.
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If you accept these new terms, no action is required.

We are here to assist with your questions. Contact our NBT Customer Contact Center at 1.800.628.2265 weekdays from 7 a.m. to 7 p.m. (EST) or Saturdays from 9 a.m. to 12 p.m.



*Buffalo North Breakwater Lighthouse
on Lake Erie, Buffalo, NY*

Business Overdraft Line of Credit

Important Changes to your Evans Bank Commercial Cash Reserve Line of Credit Account Terms

The following is a summary of changes being made to your account terms.

We intend to keep account numbers the same.

We will contact you with further information if we need to change your loan account number for any reason.

Annual Percentage Rate for all loans with variable interest rates based on the Evans Bank Cash Reserve Index	16.00% Fixed Rate; under no circumstances will the interest rate exceed the maximum rate allowed by applicable law.
Method Used to Determine the Balance on Which Interest Will be Computed	We calculate the interest charges on your Overdraft Line of Credit Account by applying the periodic interest rate to the average daily balance of your Overdraft Line of Credit. To get the average daily balance, we take the beginning balance of your Overdraft Line of Credit each day, add any new advances, and subtract any payments or credits and any unpaid interest or other finance charges. This gives us a 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. This gives us the average daily balance.
Method of Determining the Amount of Interest Charges	The interest charged to your Overdraft Line of Credit Account is determined by applying the applicable daily periodic rate to the average daily balance described above. Then, we multiply that amount by the number of days in the billing cycle.
Regular Payment Posting Order	Unless otherwise agreed or required by applicable law, payments, and other credits will be applied first to interest; then to unpaid principal; then to any voluntary credit life and disability insurance premiums; and then to other penalty fees or collection costs and late payment fees.
Payment Due Date	A billing notice will be mailed fifteen (15) days prior to your payment due date. Your payment due date may vary slightly each month based on the date your billing notice is produced.
Lender's Rights	<p>If you are in default, we will send you a notice setting forth a period of at least fifteen (15) days within which such default may be cured. During this cure period, without notice, we may suspend your Overdraft Line of Credit Account as provided below. If such default is not cured during this period, we may terminate or continue suspending your Credit Line Account.</p> <p>Suspension: If we suspend your Credit Line, you will lose the right to obtain further credit advances. However, all other terms of the Agreement will remain in effect and be binding upon you, including your liability for any further unauthorized use of any Overdraft Line of Credit Account access devices.</p>

If you accept these new terms, no action is required.

Canceling your Overdraft Line of Credit

Use of your Overdraft Line of Credit after the date of the merger will constitute acceptance of these changes. You have the right to reject these changes. If you reject these changes, you will cancel your credit line and can no longer use your account for new advances. Please notify us in writing if you would like to reject these changes and cancel your credit advancing privileges before the merger date. Include your name, address, and account number in the correspondence and mail to *NBT Bank, Loan Servicing Department, PO Box 351, Norwich, NY 13815.*

We are here to assist with your questions. Contact our NBT Customer Contact Center at 1.800.628.2265 weekdays from 7 a.m. to 7 p.m. (EST) or Saturdays from 9 a.m. to 12 p.m.



Other NBT Bank Products & Services

Personal & Business

Debit cards

Please review the Personal Customer Checklists and Business Customer Checklists in this Account Information Guide for tips on preparing your debit card for the merger. Below are additional details about NBT Bank's VISA® Debit Card.

Point-of-Sale Transaction Limits

Consumer NBT Bank VISA® Debit Card will have new daily transaction limits as follows:

- A PIN-based transaction limit of \$1,500 per card
- A non-PIN-based transaction limit of \$10,000 per card, requires a credit selection option
- An ATM transaction limit of \$1,010 per card

NBT Bank ATM Card will have new daily transaction limits as follows:

- A PIN-based transaction limit of \$1,500 per card
- An ATM transaction limit of \$1,010 per card

Business NBT Bank VISA® Debit Card will have new daily transaction limits as follows:

- A PIN-based transaction limit of \$1,000 per card
- A non-PIN-based transaction limit of \$5,000 per card, requires a credit selection option
- An ATM transaction limit of \$1,010 per card

ATMs

We will begin the conversion of Evans Bank ATMs to NBT Bank ATMs approximately two weeks prior to the merger. During this process, all ATMs will remain available, and there is no planned downtime for cash withdrawals. Please note that the ATM deposit feature may have limited availability during the conversion period. This status will be temporary and will be resolved after the completion of the Evans and NBT Merger. After the merger, you will have access to a network of nearly 200 ATMs. For ATM locations, please visit www.nbtbank.com/locations.

Wires

All customers will receive a notification via postal mail for each outgoing wire sent and each incoming wire received. Cut-off times for wires for same-day processing (Domestic and International):

Outgoing wire requests

- 3 p.m. (EST) for wires submitted in person and via telephone
- 3:30 p.m. (EST) for wires submitted through Digital Banking (business customers only)

Incoming wires

- 4 p.m. (EST) for all incoming wires

For incoming domestic wires, please provide the new wire instructions outlined below to any wire originator that will be sending you a domestic wire post-merger:

Beneficiary Financial Institution: NBT Bank

ABA/Routing Number: 021303618

Bank Information: NBT Bank, N.A. 52 South Broad Street
Norwich, NY 13815

For incoming foreign wires, please provide the new wire instructions outlined below to any wire originator sending you a foreign wire post-merger. These instructions pertain to incoming foreign wires sent in US dollars or foreign currency. NBT is in the SWIFT directory under code NBTNUS31.

Beneficiary Financial Institution: NBT Bank

ABA/Routing Number: 021303618

Swift/BIC: NBTNUS31

Bank Information: NBT Bank, N.A. 52 South Broad Street
Norwich, NY 13815

If you have an Evans wire agreement and currently initiate your wire requests with your local branch via phone, the new number to call and place your wire request with NBT Bank's Wire Room is **1.607.337.6630**. For all other wire-related inquiries, contact your local branch or NBT's Contact Center at **1.800.628.2265**.

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Other NBT Bank Products & Services (continued)

Personal & Business

SMS and Phone Fraud Alerts

When unusual activity on the account attached to your debit card is detected, the SMS Fraud Alert feature will initiate a Text Alert to the mobile phone on record for the account. Respond by text to either approve the transaction or indicate that it is fraudulent.

If you have opted out of text alerts, NBT will contact you via the phone number(s) and/or email on file when we suspect fraudulent activity. Responding to fraud alerts or notifying NBT Bank of any fraudulent activity on your debit card is important. Refer to pages 47–50 for the Electronic Funds Transfer agreement.

Credit Cards

You can continue to use your current Evans Bank credit card through TCM Bank with no changes to your account.

NBT Bank also offers credit cards; you can view more information by visiting www.nbtbank.com or contacting your local branch for more details.

Safe Deposit Box

There will be no changes to your current Safe Deposit Box. Annual billing statements will be mailed 30 days prior to your renewal date.

Commercial and Business Cash Management Services

If your business or municipality utilizes Cash Management services today at Evans Bank, our digital Treasury Management solutions at NBT Bank will provide similar and expanded capabilities. If your account includes Cash Management services, you will receive separate communications detailing important information and steps to take prior to the merger.

Wealth Management

If you are a client of Evans Bank Wealth Management, you will receive a separate communication regarding the merger of Evans Bank and NBT Bank. The merger will bring additional capabilities and customer options to the wealth management services you are accustomed to receiving. If you have any questions, please contact the Evans Bank Wealth Advisor assigned to your account.

To learn more as Evans Bank
transitions to NBT Bank, please visit
www.nbtbank.com/evans

Pricing Schedule for Products and Services

Bank Fees	
All-Purpose or Holiday Club closed early	\$10.00
Balance Statement, per hour	\$17.50
Bank Bags	
Draw String	\$5.00
Vinyl Zipper	\$7.00
Deposit Account Closed Early (less than 90 days from opening, excludes NBT iSelect Account)	\$15.00
Copy of Canceled Check (2 copies at no charge per month)	\$3.00
IRA Transfer (Process to another institution)	\$30.00
Mailed Statements with Images, per month	\$5.00
Mailed Statement (iStrive Only)	\$2.00
Return of Deposited Item	\$20.00
Medallion Guarantee	\$5.00
Statement Copy or Interim Statement	\$3.00
Stop Payment	\$32.00
Return Deposit Statement Fee (<i>One time fee with returned statement no forwarding address</i>)	\$5.00

Card Services†	
MyCardCreation - Personalized Debit Card per order	\$9.95
Withdrawal at non-NBT Bank ATM *	\$2.00
Balance Inquiry at non-NBT Bank ATM *	\$1.00
Transfer of Funds at non-NBT Bank ATM *	\$0.50
Replacement Card Fee (Debit Card and ATM Card)	
In Branch or Standard Delivery	\$5.00
Express Delivery	\$50.00
International Service: a 1% fee will be added to the amount of each debit card transaction made outside the United States (excluding Puerto Rico and the U.S. Virgin Islands). The fee will be included in the transaction amount when posted to your account.	

Types of Checks	
Deluxe Check Printing	Varies by style
Personal Money Order (\$2,500 Maximum)	\$3.00
Official Check	\$5.00
Counter Checks	\$0.25

Collections and Remittances	
Incoming Collection	\$20.00
Outgoing Collection	\$30.00
Incoming Wire Domestic and Foreign	\$15.00
Outgoing Wire Foreign	\$50.00
Outgoing Wire Domestic	
initiated by phone, fax or in branch	\$25.00
initiated through Business Online Banker	\$20.00

Research and Administration	
Legal Papers Served on Account	\$100.00
Protest	\$15.00
Research per hour (1-Hour Minimum)	\$25.00

Safe Deposit Boxes	
Late Fee	\$10.00
Annual Rent	Varies by size
Drilling a Lock or Replacement Key	At Cost

Night Deposit	
Annual Service	\$15.00
Annual Bag Lease, per bag	\$10.00
Key Replacement (bag or exterior lock)	\$5.00
Replacement Bag	At Cost

NBT Online Banker for Consumer (iNet Fees)	
Online Banker with Bill Pay (includes external outgoing and incoming transfers)	No Charge
Mobile Banking and Deposit	No Charge

NBT Online Banker for Business (iNet Fees)	
Basic Service Suite	No Charge
ACH Service Suite	\$25.00
Wire Service Suite	\$30.00
Service Suite Bundle	\$45.00

Checking Transaction Limits	
Monthly Inactivity Fee (excludes NBT iSelect Account and NBT Private Bank Checking Account)	\$10.00

When a checking account with a current balance less than \$1,000 has not had any deposits or withdrawals for a continuous 12 months, an Inactivity Fee will be assessed each month the account remains inactive, beginning with the 13th month.

For all checking accounts where there has been no customer initiated activity in the form of deposits or withdrawals for a continuous 24 months (including inactive account described above), a Dormancy Fee will be assessed each month the account remains dormant, beginning with the 25th month. However, in no case will any one account be assessed both an Inactivity and Dormancy Fee for the same month.

(Continued)



Pricing Schedule for Products and Services (continued)

Overdraft Options for Checking/Savings

Overdraft/NSF Fee (per paid or returned item)

- Excludes NBT iSelect Account and NBT Private Bank Checking Account.

For consumer accounts only. Limit to 4 per day, or \$140.00

\$35.00

For Consumer accounts only, we apply a grace amount of \$10 to the available balance in order to prevent an overdraft fee from being assessed on items that would have overdrawn your account by \$10 or less.

Continuous Overdraft (per day) for Business accounts only.

- We may also charge you a fee of \$5 per business day your account remains overdrawn, starting on the eighth consecutive day.

\$5.00

Standard Overdraft Practices

An overdraft occurs when you do not have enough funds available in your account to cover a transaction. We can cover your overdrafts in several different ways:

- We have standard overdraft protection practices that come with your account (See: Standard Overdraft Practices).
- We also offer overdraft protection plans, such as an Overdraft Line of Credit and Autolink Transfer Service from another NBT Bank Checking, Savings or Money Market account which may be a less expensive way of covering your overdrafts. Contact us to learn more about these options.

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number.
- Automatic bill payments.

We do not pay overdrafts for the following types of transactions, unless you authorize us to:

- ATM Transactions.
- Everyday debit card transactions.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

What if I want NBT Bank to authorize and pay on my everyday ATM and everyday debit card transactions?

- Contact us at 800.628.2265
- Contact your local NBT Bank branch.
- You may also want to visit our website at: <https://www.nbtbank.com/Personal/Products-And-Services/Checking/Overdraft-Protection>

Can I change my mind?

Yes. You or any joint account owner can change your decision at any time by, calling 800.628.2265, visit <https://www.nbtbank.com/Personal/Products-And-Services/Checking/Overdraft-Protection/> or by visiting your local NBT Bank branch to revoke your request that we authorize and pay overdrafts on ATM and everyday debit card transactions.

To assist you in managing your account, we are providing you with the following information regarding how we process items. For more detailed information, please refer to your Deposit Account Agreement

Group Order	Type of Item	How Order is Determined
1	All Deposits	Your deposits received before the daily cut off time will be posted before any withdrawals.
2	1. ATM and Debit Card transactions, includes purchases. 2. Branch Transactions performed over the counter at an NBT Bank branch, including withdrawals. 3. Automated Clearing House (ACH) Debits and other Miscellaneous Debits.	Your non-check withdrawals will be posted in date/time order, based on the date and time associated with each transaction. If two transactions have the same date and time, we will post the smaller dollar amount transactions in ascending dollar amount (smallest to largest).
3	All Checks (other than those cashed at NBT Bank branches)	Your checks will be posted in check number order, starting with the lowest number. (For example: on Monday we may receive and post check #120; on Tuesday we may received check #115 and #110 and those would be posted on Tuesday in the order of the lowest number, with check #110 posting first followed by #115).
4	System Debits: service fees, account maintenance and overdraft fees.	Your account service fees, such as account maintenance fees will post the same day they are incurred, however certain fees including Overdraft fees are posted on the following business day after an overdraft occurs on your account.

*Waived for iStrive Checking and iStrive Savings

†ATM Surcharge: when you use an ATM not owned by NBT Bank, you may be charged a fee by the operator or owner.

Transactions from Savings or Money Market accounts to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per monthly statement cycle. Depositors who continue to exceed these limits may lose the transfer and check writing features of their account

Member FDIC / Rev 02.01.2025

Privacy Notice

Rev. 09/2024



Facts

WHAT DOES NBT BANK DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and checking account information
- payment history and credit history
- account balances and account transactions

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons NBT Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NBT Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes— to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes— information about your transactions and experiences	YES	YES
For our affiliates' everyday business purposes— information about your creditworthiness	YES	YES
For our affiliates to market to you	YES	YES
For nonaffiliates to market to you	NO	We don't share

To limit our sharing

Call **1.800.NBT.BANK (1.800.628.2265)** – our menu will prompt you through your choice(s)

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 1.800.NBT.BANK (1.800.628.2265) or go to www.nbtbank.com.



Who we are

Who is providing this notice?

NBT Bank, N.A.

What we do

How does NBT Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Keeping financial information secure is one of our most important responsibilities. We maintain physical, electronic and procedural safeguards to protect Customer Information.

How does NBT Bank collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- pay us by check or deposit money
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include other financial companies such as EPIC Retirement Plan Services, NBT Capital Management and NBT Insurance.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *NBT Bank does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include other financial institutions and credit card companies.*

Other important information

For California residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by law, including, for example, with your consent or to service your account.

For Vermont residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by law, including, for example, with your consent or to service your account. We will not share information about your creditworthiness with our affiliates, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Important Information about Credit Reporting

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Your Personal Deposit Account Agreement

Terms and Conditions of Your Personal Account

Agreement

This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as “this agreement”) that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of New York and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage.

You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will be liable for our costs as well as for our reasonable

attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you.

Deposits

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier’s check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. When you present items for deposit into your account, we may not always verify it. It is your responsibility to ensure the amount actually deposited is reflected on the deposit ticket. However, should we identify discrepancies between amounts shown on the itemized deposit ticket and the amount actually deposited, we will reconcile the difference and your account will be debited or credited to reflect the amount of the actual deposit, regardless of what is stated on the itemized deposit ticket. You will be notified if an adjustment is made. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

Reclassification of Account for Regulatory Purposes

If your account is a checking account, it consists of a checking sub-account and a savings sub-account. We may periodically transfer funds between these two sub-accounts for regulatory reporting purposes. On a sixth transfer during a statement cycle, any funds in the savings sub-account will be transferred back to the checking sub-account. If your account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protections, or your monthly statement.

(Continued)

Your Personal Deposit Account Agreement

Terms and Conditions of Your Personal Account (continued)

Withdrawals

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Stale checks - We can, but do not have to, pay a check that is dated more than six months before it is presented to us for payment.

Official checks - Lost or stolen Official Checks will not be replaced without a bond and/or indemnity agreement, or court order except as otherwise provided by law.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes Automated Clearing House (ACH) credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us.

(Continued)

Your Personal Deposit Account Agreement

Terms and Conditions of Your Personal Account (continued)

You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as “everyday”) debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the “Payment order of items” subsection below.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance through online or mobile banking, accessing your account information by phone or coming into one of our branch locations.

A temporary debit authorization hold affects your account balance

- On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Transaction and Payment Posting Order

Understanding the posting order of your transactions, how you bank on a daily basis and being aware of your balance, can assist in avoiding additional fees and charges. NBT has multiple ways to

check your balance including online and mobile banking options to keep you aware of your daily balance. When you have questions about transaction posting order, you can contact your NBT banker at your nearest branch or by calling the NBT Bank Contact Center at 800-NBT-BANK (800-628-2265).

We reserve the right to decide the order of the items we will pay and which items will be returned (if any). The order in which items are paid is important if there are not enough funds in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of overdraft fees you may have to pay.

To assist you in managing your account, we are providing you with the following information regarding how we process those items:

1. Deposits we receive before the daily cutoff time will be posted before any withdrawals. (Refer to our Funds Availability section for more information).
2. Your non-check withdrawals will be posted in date/time order, based on the date and time associated with each transaction. A date and time (if one is available) will be assigned to each transaction based on one of the following: (1) when the transaction was pre-authorized (for example a debit card or ATM transaction was approved); or (2) when the transaction was processed by NBT Bank (for example an Automated Clearing House (ACH), or bill pay transaction for which there is no pre-authorization).
 - If two transactions have the same date and time, we will post the smaller dollar amount transaction first. If we do not have a date/time for transactions, we will post these transactions in ascending dollar amount (smallest to largest).
3. Your checks will be posted in check number order, starting with the lowest number. (For example: on Monday we may receive and post check # 120; on Tuesday we may receive check # 115 and # 110 and those would be posted on Tuesday in the order of the lowest check number, with check #110 posting first and then #115).
4. System debits will be posted last including your account service fees, such as account maintenance fees. Most fees post the same day they are incurred, however, certain fees including Overdraft fees are posted on the following business day after an overdraft occurs on your account.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. We will not charge you a fee for paying an overdraft of an ATM or one-time (sometimes referred to as “everyday”) debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

Ownership of Account and Beneficiary Designation

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine

(Continued)



Your Personal Deposit Account Agreement

Terms and Conditions of Your Personal Account (continued)

to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - This is owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests (including checks or other orders) from any owner during the lifetime of all owners. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks or other orders) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Unless an owner directs us by written notice not to honor the withdrawal request (including checks or other orders) of an owner we will not be liable for doing so. After we receive such a notice, we may require written authorization of any or all joint owners for any further payments or deliveries.

Revocable Trust Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Stop Payments

The Bank and you agree to abide by the rules and regulations (as outlined in the Uniform Commercial Code) governing Stop Payment Orders. Stop Payment orders are effective until such a time as you request the cancellation of the stop payment in writing. To be effective, the Stop Payment order or written cancellation must be received soon enough to give the Bank a REASONABLE TIME* to act on it. You agree to pay all liabilities and expenses (such as attorney's fees) that the Bank incurs as a result of following the order confirmed in our agreement or any cancellation of it.

*A reasonable time for us to do so would not end until at least the close of business of the next banking day after we receive the order or written cancellation.

Telephone Transfers

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

Amendments and Termination

We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

Correction of Clerical Errors

Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

Notices

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

Statements

Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items
You must examine your statement of account with "reasonable care and promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of

(Continued)

Your Personal Deposit Account Agreement

Terms and Conditions of Your Personal Account (continued)

the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the entire loss. Your loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance exceed a total of 30 days from when the statement is first sent or made available to you. If you fail to do so, we will not be liable for losses resulting from subsequent related occurrences.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report other errors or problems to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors or problems to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors or problems on items identified in that statement and as between you and us the loss will be entirely yours. Any legal action brought against us concerning any suspected error or problem must be brought within one year after we mail or deliver your account statement to you even if you notify us of the suspected error or problem as described above.

Errors relating to electronic fund transfers or substitute checks For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

Account Transfer

This account may not be transferred or assigned without our prior written consent.

Reimbursement of Federal Benefit Payments

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account

or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

Temporary Account Agreement

If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

Setoff

You each agree that we may (when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

Restrictive Legends or Endorsements

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

Facsimile Signatures

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

(Continued)



Your Personal Deposit Account Agreement

Terms and Conditions of Your Personal Account (continued)

Check Processing

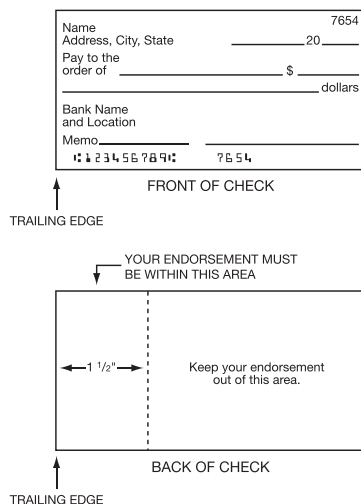
We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

Check Cashing

We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

Endorsements

We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.



To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left

edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.

It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

Death or Incompetence

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

Fiduciary Accounts

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

Credit Verification

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

Legal Actions Affecting Your Account

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

(Continued)

Your Personal Deposit Account Agreement

Terms and Conditions of Your Personal Account (continued)

Account Security

Your duty to protect account information and methods of

access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. If you are negligent in safeguarding your checks we will not be responsible for any losses you incur due to an alteration or forgery if we have paid the check in good faith and in accordance with reasonable commercial standards.

Positive pay and other fraud prevention services -

Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Instructions From You

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

Monitoring and Recording Telephone Calls and Account Communications

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voice-mail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

Claim of Loss

The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

Changes in Name and Contact Information

You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

(Continued)

Your Personal Deposit Account Agreement

Terms and Conditions of Your Personal Account (continued)

Resolving Account Disputes

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

Waiver of Notices

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

Funds Transfers

Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, this agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association and other funds-transfer system rules, as applicable. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final

settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by Automated Clearing House (ACH) or other funds-transfer systems. If we receive a payment order to credit an account you have with us by wire or Automated Clearing House (ACH), we are not required to give you any notice of the payment order or credit.

International Automated Clearing House (ACH) Transactions

Financial institutions are required by law to scrutinize or verify any international Automated Clearing House (ACH) transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

Telephone Consumer Protection Act

When you give us your mobile phone number, you are giving us your permission to contact you at that number about all of your NBT accounts. Your permission allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls. This could include contact from companies working on behalf of NBT to service your accounts. This does not allow us to use text messaging, artificial or prerecorded voice message and automatic dialing technology for telemarketing or sales calls. Message and data rates from your mobile provider may apply. Please call us at 1-800-628-2265 if you wish to change or revoke these permissions.



*George Eastman Museum,
Rochester, NY*

Your Personal Deposit Account Agreement

Electronic Fund Transfers – Your Rights and Responsibilities

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Types of Electronic Fund Transfers

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

NBT Banker Line Transfers - types of transfers - You may access your account by telephone 24 hours a day at (607) 337-2265 or 1-800-628-2265 using a touch tone phone and your account numbers, to:

- transfer funds from checking, savings or line of credit to checking, savings or line of credit
- make payments from checking or savings to loan accounts with us

ATM Transactions - types of transactions and dollar limitations - You may access your account(s) by ATM using your ATM Card and personal identification number or Debit Card and personal identification number, to:

- make deposits to checking or savings account(s)
- make cash withdrawals from checking or savings account(s)
 - you may withdraw no more than \$1,010.00 per day.
- transfer funds from checking or savings to checking or savings account(s).

Some of these services may not be available at all terminals.

Types of Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or

by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

You may also access your account(s), by entering your card information into one or more mobile digital wallet applications we support, through an eligible web-enabled cell phone (or other device) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept wherever the mobile wallet is accepted.*

*See your agreement with the application provider for any additional transfer limitations the digital wallet provider may have.

Point-of-Sale Transactions - frequency and dollar limitations -

Using your card:

- you may make no more than 50 transactions per day, per card
- you may not exceed \$10,000.00 in transactions per day (signature) or \$1,500.00 per day (PIN-based).

Currency Conversion. When you use your Visa®-branded Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your Visa®-branded Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Online Banking and Digital Banking Transfers

types of transfers and limits - You may access your Online Banking account(s) by computer through the internet by logging onto our website at www.nbtbank.com and using your password and login ID, and you may access your Mobile Banking account(s) through the browser on your cell or mobile phone or by using a Mobile App or NBT Bank Web App, to:

- transfer funds from checking, savings or line of credit to checking, savings, line of credit and loan accounts with NBT Bank

(Continued)



Your Personal Deposit Account Agreement

Electronic Fund Transfers – Your Rights and Responsibilities (continued)

- transfer funds from deposit account(s) you have at other financial institutions to checking, savings, and loan accounts with NBT Bank
 - transfer limits
 - Weekly \$2,000 (Receive)
 - Monthly \$5,000 (Receive)
- transfer funds from checking and savings to deposit account(s) you have at other financial institutions
 - transfer limits
 - Weekly \$2,000 (Send)
 - Monthly \$5,000 (Send)
- make payments from checking to third parties (Bill Pay and Zelle)

All of the transactions listed above may be completed through Mobile Banking, except for payments to third-party vendors and merchants (Bill Pay and Zelle) by utilizing Short Message Service (SMS) “texting.”

Limitations on frequency of transfers

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a savings or money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by draft, debit card, or similar order to third parties are limited to six per monthly statement cycle.

Fees

- Charges for electronic transfers are disclosed at the time of transfer or in the Pricing Schedule that we have provided to you.
- Unless a charge is indicated on the Pricing Schedule, we do not charge for direct deposit to any type of account or preauthorized payments from any type of account.
- Fees and surcharges from third parties and text or data rates may apply. Check with your cell phone or Internet provider or with the third party providing the service for details on specific fees and charges.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Documentation

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-628-2265 or (607) 337-2265 (NBT Banker Line) or visit online at www.nbtbank.com to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular

month. In any case, you will get a statement at least quarterly. If you receive a combined statement, then you will get a monthly statement for your savings account regardless of electronic fund transfer activity.

Preauthorized Payments

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. as explained in the Privacy Disclosure.

Unauthorized Transfers

(a) Consumer liability.

Generally. Tell us AT ONCE if you believe your card and/or PIN

(Continued)

Your Personal Deposit Account Agreement

Electronic Fund Transfers – Your Rights and Responsibilities (continued)

has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Additional Limits on Liability for Visa®-branded Debit Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. In the event these additional limits do not apply (e.g., if you have been negligent or engaged in fraud) the liability limits of Regulation E (described above) apply. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or PIN has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

Fraud Monitoring on Card Activity

To protect your account, we monitor your ATM and debit card transactions for potentially fraudulent activity. This activity includes: a sudden change in location (such as when a card issued in the United States is used unexpectedly out of the country); a sudden string of costly purchases; or any pattern associated with new frauds worldwide.

If we suspect fraudulent card use, fraud detection specialists from an affiliated firm will be contacting you to validate the legitimacy of your transactions (this may be from a person or an automated system). Your timely response is critical in preventing potential risk and avoiding restrictions we may place on the use of your card.

During this contact, you will be:

1. Asked to verify recent transaction activity on your card.
2. Provided with a toll free number to call should you have additional questions.

But you WILL NOT be asked to provide your card number or PIN. Our goal is to minimize your exposure to fraud and the impact it may have on your account. To ensure we can reach you whenever potential fraud is detected, please keep us informed about your current phone number, email address and mailing address. If the fraud detection specialists calling on our behalf cannot reach you, a bank employee may attempt to contact you. If the bank is unable to reach you and we are reasonably certain that your ATM or debit

card is being used fraudulently, we may be forced to block the use of the card.

Please be diligent in monitoring transaction activity on your account and contact us immediately if you identify any fraudulent transactions.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

NBT BANK, 52 SOUTH BROAD ST, NORWICH, NY 13815
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 1-800-628-2265

Notice of ATM/Night Deposit Facility User Precautions

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.

(Continued)



Your Personal Deposit Account Agreement

Electronic Fund Transfers – Your Rights and Responsibilities (continued)

5. Remember, do not leave your card at the ATM.
Do not leave any documents at a night deposit facility.
6. If you lose your ATM card or if it is stolen, promptly notify us.
You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
7. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Please be sure to close any entry door completely upon entering and exiting the ATM or night depository facility. Do not permit any unknown persons to enter the facility after regular banking hours.
13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. The activity of the automated teller machine facility may be recorded by a surveillance camera or cameras. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please use the nearest available public telephone to call the police if emergency assistance is needed. Complaints concerning ATM facility security can be addressed by calling the New York Department of Financial Services Consumer Services Hotline at 1-800-342-3736.



Your Personal Deposit Account Agreement

Personal Funds Availability Policy

Our policy is to make funds from your deposits quickly available to you according to the schedule explained below. Until the funds are available, you may not withdraw the funds in cash and the Bank may not use the funds to pay checks that you have written. Even after funds are made available to you, you are still responsible for any checks that are returned to us unpaid.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit at one of our offices on a business day that we are open or up to 6:00 p.m. at an ATM, we will consider that day to be the day of your deposit. However, if you make a deposit at one of our offices on a day we are not open or after 6:00 p.m. at an ATM, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability

Funds from electronic direct deposits, wire transfers, and the following deposits if made in person to one of our employees will be available on the day of deposit: cash, on-us official checks and on-us money orders.

Next-Day Availability

Funds from the following deposits are available to you on the first business day after the banking day of your deposit if you make the deposit in person to one of our employees and the checks are payable to you: U.S. Treasury checks, Federal Reserve Bank checks, Federal Home Loan Bank checks, U.S. Postal money orders, state and local government checks, cashier's, certified and teller's checks, checks drawn on NBT Bank and any of its divisions and checks drawn on all other U.S. banks.

Longer Delays May Apply

In some cases, we will not make the funds that you deposit by check available to you according to the schedule noted above. If we are going to delay the availability of your check deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.

EFFECTIVE JULY 1, 2025, the total amount of the deposited checks in any one day, will be increasing to \$6,725.

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the banking day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from cash, electronic direct deposits, wire transfers, on-us official checks and on-us money orders deposited to your account will be available on the banking day we receive the deposit. Funds from deposits of checks drawn on NBT Bank and any of its divisions and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the banking day of your deposit if the deposit meets certain conditions. For example, if you make the deposit in person to one of our employees and the checks are made payable to you and you may have to use a special deposit slip. The excess over \$5,525 will be available on the ninth business day after the banking day of your deposit.

EFFECTIVE JULY 1, 2025

Funds from deposits of checks drawn on NBT Bank and any of its divisions is increasing to \$6,725 on a day's total. Also, the excess over the \$6,725 will be available on the ninth business day after the banking day of your deposit.

Funds from checks drawn on all other US banks will be available on the ninth business day after the banking day of your deposit.

Deposits at ATMs

Funds from deposits made at proprietary ATMs are available in accordance with the schedule set forth above, except for deposits of cash, on-us official and on-us money orders which will be available on the first business day after the banking day of deposit. Please note this schedule for funds availability from ATMs may be affected by daily cash limits that are imposed on ATM transactions. Consult your NBT Bank Electronic Fund Transfers – Your Rights and Responsibilities Disclosure for information regarding daily ATM cash limits.

Deposits at Night Depository

Funds placed in a night depository are considered deposited on the banking day the deposit is removed and the contents are available for processing.

Foreign Checks

Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

Holds on Other Funds (Check Cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account(s) at NBT Bank or any of its divisions. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.



Telephone Consumer Protection Act Disclosure

When you give us your mobile and/or land line phone number, you are giving us your permission to contact you at that number about all of your NBT Bank accounts. Your permission allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls. This could include contact from companies working on behalf of NBT Bank to service your accounts. This does not allow us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for telemarketing or sales calls. Message and data rates from your mobile provider may apply. Please call us at 1.800.628.2265 if you wish to change or revoke these permissions.



Sailing along the downtown Waterfront District, Buffalo, NY

Opt-In Form

Explanation of Overdrafts and Overdraft Fees



OVERVIEW OF COVERAGE

An overdraft occurs when you do not have enough funds available in your account to cover a transaction. We can cover your overdrafts in several different ways:

1. We have **standard overdraft practices** that come with your account.
2. We also offer **overdraft protection plans**, such as an Overdraft Line of Credit (ODLOC) and Autolink Transfer Service from another NBT Bank Checking, Savings or Money Market account, which may be a less expensive way of covering your overdrafts. Contact us to learn more about this option.

Standard Overdraft Practices

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We **do not** authorize and pay overdrafts for the following types of transactions unless you ask us to (to authorize, please complete the bottom section of this form, see below):

- ATM Transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we **do not** guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

Overdraft Fees

- We will charge you a fee of \$35 each time we pay or return an item that overdraws your account.
- **FOR CONSUMER ACCOUNTS ONLY:** The maximum number of overdraft fees that can be assessed to an account on a single business day will be limited to four (\$140).
- **FOR CONSUMER ACCOUNTS ONLY:** We apply a grace amount of \$10 to the available balance in order to prevent an overdraft fee from being assessed on items that would have overdrawn your account by \$10 or less.

HOW TO REQUEST TO OPT IN FOR OVERDRAFT COVERAGE

If you would like to opt in and authorize us to pay overdrafts on ATM and everyday debit card transactions, please:

New Customer:

- Complete and sign this Opt-In form at the time of account opening stating the account/s you would like us to pay ATM and everyday debit card transactions on.

Existing Customer:

If you would like to opt-in for us to pay ATM and everyday debit card transactions on an existing account or for more information about alternatives, we offer for covering overdrafts, please:

- Contact your local NBT Bank branch.
- Contact us at 800.628.2265.
- You may also visit our website at, www.nbtbank.com/Personal/Products-And-Services/Checking/Overdraft-Protection/ for more information on Overdraft Protection.

ACTION REQUIRED

Please place a checkmark in the appropriate box(es) below for those accounts you want the bank to authorize and pay overdrafts on ATM and everyday debit card transactions.

Account Number	Yes, I would like to opt in for ATM and everyday debit card transactions
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

Signature

Print Name

Date

300.078/C/REV 11.2024



Business Deposit Account Agreement

Terms and Conditions of Your Business Account

Agreement

This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as “this agreement”) that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of New York and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you.

Deposits

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier’s check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third party endorsers to verify or guarantee their endorsements, or endorse in our presence.

Withdrawals

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reason-

(Continued)

Business Deposit Account Agreement

Terms and Conditions of Your Business Account (continued)

able opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs

when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance.

This means an overdraft or an NSF transaction could occur regardless of your account's actual balance. Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a pre-authorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

(Continued)

Business Deposit Account Agreement

Terms and Conditions of Your Business Account (continued)

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the pre-authorized payments you set up will help you to know what other transactions might still post against your account. For more information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance through online or mobile banking, accessing your account information by phone or coming into one of our branch locations.

A temporary debit authorization hold affects your account

balance- On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Transaction and Payment Posting Order

Understanding the posting order of your transactions, how you bank on a daily basis and being aware of your balance, can assist in avoiding additional fees and charges. NBT has multiple ways to check your balance including online and mobile banking options to keep you aware of your daily balance. When you have questions about transaction posting order, you can contact your NBT banker at your nearest branch or by calling the NBT Bank Contact Center at 800-NBT-BANK (800-628-2265).

We reserve the right to decide the order of the items we will pay and which items will be returned (if any). The order in which items are paid is important if there are not enough funds in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of overdraft fees you may have to pay.

To assist you in managing your account, we are providing you with the following information regarding how we process those items:

1. Deposits we receive before the daily cutoff time will be posted before any withdrawals. (Refer to our Funds Availability section for more information).
2. Your non-check withdrawals will be posted in date/time order, based on the date and time associated with each transaction. A date and time (if one is available) will be assigned to each transaction based on one of the following: (1) when the trans-

action was pre-authorized (for example a debit card or ATM transaction was approved); or (2) when the transaction was processed by NBT Bank (for example an Automated Clearing House (ACH), or bill pay transaction for which there is no pre-authorization).

- If two transactions have the same date and time, we will post the smaller dollar amount transaction first. If we do not have a date/time for transactions, we will post these transactions in ascending dollar amount (smallest to largest).
3. Your checks will be posted in check number order, starting with the lowest number. (For example: on Monday we may receive and post check # 120; on Tuesday we may receive check # 115 and # 110 and those would be posted on Tuesday in the order of the lowest check number, with check # 110 posting first and then #115).
 4. System debits will be posted last including your account service fees, such as account maintenance fees. Most fees post the same day they are incurred, however, certain fees including Overdraft fees are posted on the following business day after an overdraft occurs on your account.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

Business, Organization and Association Accounts

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

Stop Payments

The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by automation. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item.

Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated

(Continued)

Business Deposit Account Agreement

Terms and Conditions of Your Business Account (continued)

to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Telephone Transfers

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

Amendments and Termination

We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

Correction of Clerical Errors

Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

Notices

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

Statements

Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items

You must examine your statement of account with "reasonable care and promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the entire loss. Your loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. If you fail to do so, we will not be liable for losses resulting from subsequent related occurrences.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report other errors or problems to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors or problems to us within 60 days of when we first send or make the statement available precludes you from

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Business Deposit Account Agreement

Terms and Conditions of Your Business Account (continued)

asserting a claim against us for any errors or problems on items identified in that statement and as between you and us the loss will be entirely yours. Any legal action brought against us concerning any suspected error or problem must be brought within one year after we mail or deliver your account statement to you even if you notify us of the suspected error or problem as described above.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

Account Transfer

This account may not be transferred or assigned without our prior written consent.

Reimbursement of Federal Benefit Payments

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

Temporary Account Agreement

If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

Setoff

You each agree that we may (when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

Restrictive Legends or Endorsements

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

Overdrawing Your Account

If you write a check or authorize a transfer or withdrawal from your account without sufficient money available to pay the check, transfer or withdrawal, you will be overdrawn. We generally pay items in dollar amount order, high to low, up to the available balance in the account. This does not limit the bank's ability to pay or return items for other reasons. For example, we may determine whether to pay or not to pay checks in any order among checks presented on the same day. If we pay a check, transfer or withdrawal order that exceeds the available balance in your account, you must repay us immediately. If you do not repay us immediately, then you agree to pay all costs incurred by us, including attorney's fees, in any action taken by us to collect the amount of the overdraft. If your account has a line of credit tied to it, the above provision will not apply until the credit line has been exceeded.

Facsimile Signatures

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

Check Processing

We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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Business Deposit Account Agreement

Terms and Conditions of Your Business Account (continued)

Check Cashing

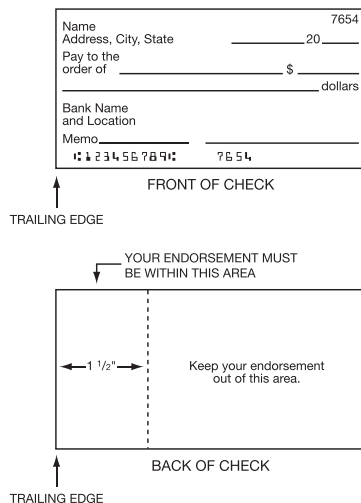
We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

Endorsements

We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 11/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 11/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

Death or Incompetence

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable

opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

Fiduciary Accounts

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

Credit Verification

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

Legal Actions Affecting Your Account

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

Account Security

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share

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Business Deposit Account Agreement

Terms and Conditions of Your Business Account (continued)

information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. If you are negligent in safeguarding your checks we will not be responsible for any losses you incur due to an alteration or forgery if we have paid the check in good faith and in accordance with reasonable commercial standards.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Instructions From You

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

Claim of Loss

The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys'

fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

Changes in Name and Contact Information

You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

Resolving Account Disputes

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

Waiver of Notices

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

Truncation, Substitute Checks, and Other Check Images

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

Remotely Created Checks

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check

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Business Deposit Account Agreement

Terms and Conditions of Your Business Account (continued)

or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

Unlawful Internet Gambling Notice

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Funds Transfers

You agree that this section is governed by Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A) and the terms used in this section have the meaning given to them in UCC 4A. You also agree to be bound by all funds-transfer system rules, rules of the Board of Governors of the Federal Reserve System (Board) and their operating circulars, as appropriate. Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board, this section is subject to UCC 4A as adopted in the state in which you have your account with us. If any part of this section is determined to be unenforceable, the rest shall remain effective. This section controls funds transfers unless supplemented or amended in a separate record. Generally, this section will not apply to you if you are a consumer. For example, this section generally does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA). However, this section does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA. To the extent this section is not inconsistent with the EFTA, this section may also apply to a consumer electronic fund transfer sent through the FedNow system or through the Real Time Payments system (RTP) operated by The Clearing House. In addition, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Unless otherwise required by the type of funds transfer you are initiating, you may transmit a payment order orally or in a record, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit

in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest bearing account.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

(Continued)



Business Deposit Account Agreement

Terms and Conditions of Your Business Account (continued)

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Cancellation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 60 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

International ACH Transactions

Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

Stale-Dated Checks

We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

Business Deposit Account Agreement

Business Funds Availability Policy

Our policy is to make funds from your deposits quickly available to you according to the schedule explained below. Until the funds are available, you may not withdraw the funds in cash and the Bank may not use the funds to pay checks that you have written. Even after funds are made available to you, you are still responsible for any checks that are returned to us unpaid.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit at one of our offices on a business day that we are open or up to 6:00 p.m. at an ATM, we will consider that day to be the day of your deposit. However, if you make a deposit at one of our offices on a day we are not open or after 6:00 p.m. at an ATM, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability

Funds from electronic direct deposits, wire transfers, and the following deposits if made in person to one of our employees will be available on the day of deposit: cash, on-us official checks and on-us money orders.

Next-Day Availability

Funds from the following deposits are available to you on the first business day after the banking day of your deposit if you make the deposit in person to one of our employees and the checks are payable to you: U.S. Treasury checks, Federal Reserve Bank checks, Federal Home Loan Bank checks, U.S. Postal money orders, state and local government checks, cashier's, certified and teller's checks, checks drawn on NBT Bank and any of its divisions and checks drawn on all other U.S. banks.

Longer Delays May Apply

In some cases, we will not make the funds that you deposit by check available to you according to the schedule noted above. If we are going to delay the availability of your check deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.

EFFECTIVE JULY 1, 2025, the total amount of the deposited checks in any one day will be increasing to \$6,725.

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the banking day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from cash, electronic direct deposits, wire transfers, on-us official checks and on-us money orders deposited to your account will be available on the banking day we receive the deposit. Funds from deposits of checks drawn on NBT Bank and any of its divisions and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the banking day of your deposit if the deposit meets certain conditions. For example, if you make the deposit in person to one of our employees and the checks are made payable to you and you may have to use a special deposit slip. The excess over \$5,525 will be available on the ninth business day after the banking day of your deposit.

Funds from checks drawn on all other US banks will be available on the ninth business day after the banking day of your deposit.

EFFECTIVE JULY 1, 2025

Funds from deposits of checks drawn on NBT Bank and any of its divisions is increasing to \$6,725 on a day's total. Also, the excess over the \$6,725 will be available on the ninth business day after the banking day of your deposit.

Deposits at ATMs

Funds from deposits made at proprietary ATMs are available in accordance with the schedule set forth above, except for deposits of cash, on-us official and on-us money orders which will be available on the first business day after the banking day of deposit. Please note this schedule for funds availability from ATMs may be affected by daily cash limits that are imposed on ATM transactions. Consult your NBT Bank Electronic Fund Transfers – Your Rights and Responsibilities Disclosure for information regarding daily ATM cash limits.

Deposits at Night Depository

Funds placed in a night depository are considered deposited on the banking day the deposit is removed and the contents are available for processing.

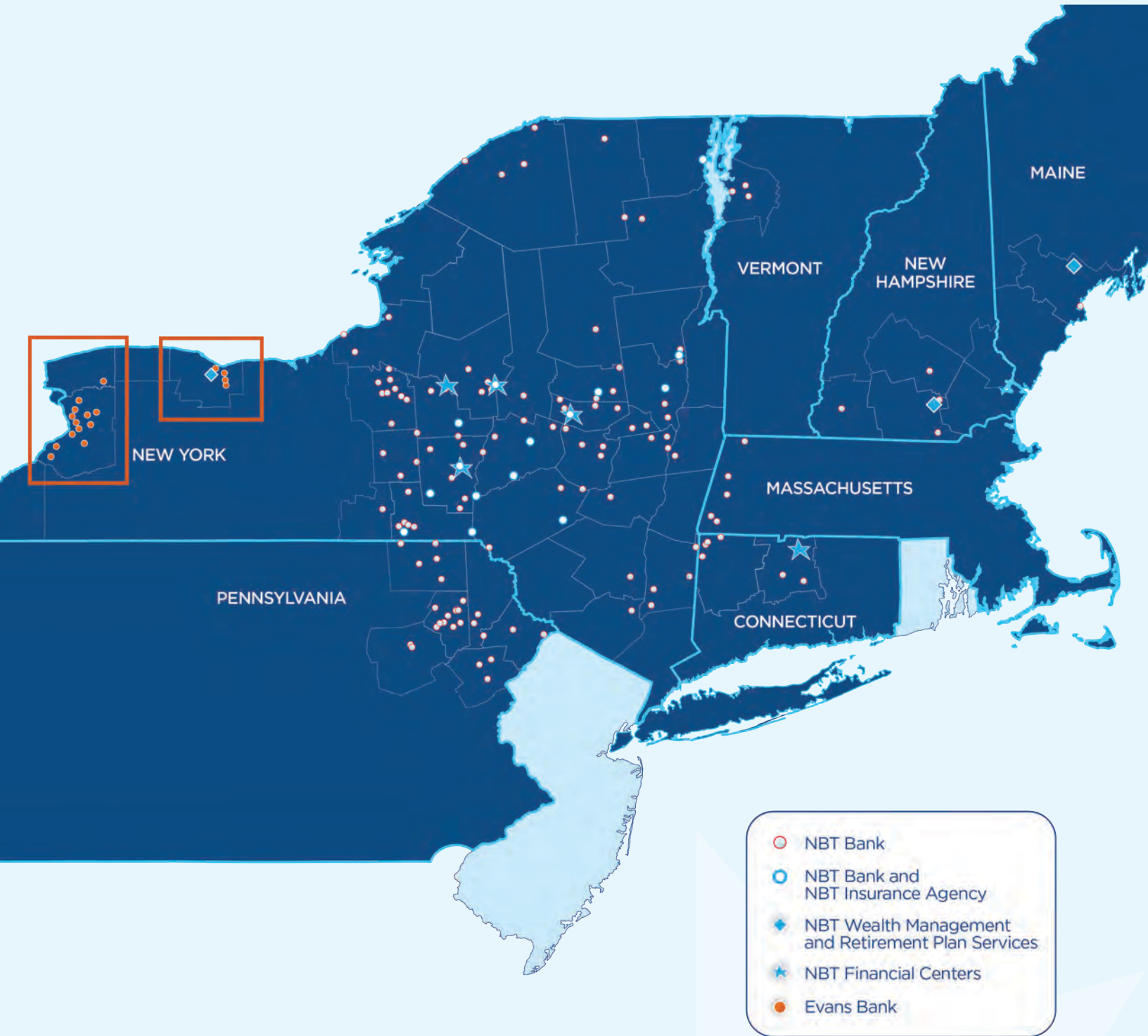
Foreign Checks

Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

Holds on Other Funds (Check Cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account(s) at NBT Bank or any of its divisions. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

NBT Bank Locations Map



www.nbtbank.com/locations



Bridge over the Erie Canal, Rochester, NY

Welcome, Evans Bank Customers



For more information, visit www.nbtbank.com/evans