

Each director, when appointed or elected, pledges to protect the interests of the shareholders and to manage Tompkins Financial Corporation and/or its subsidiaries in compliance with all applicable laws and regulations, and to abide by the following code:

**CODE OF CONDUCT AND ETHICS FOR DIRECTORS OF  
TOMPKINS FINANCIAL CORPORATION  
AND ALL SUBSIDIARIES THEREOF.**

This Code of Conduct and Ethics is designed to provide Directors of Tompkins Financial Corporation, Tompkins Community Bank, Tompkins Insurance Agencies, Inc., and any other subsidiary of Tompkins or the foregoing with general guidelines concerning their obligations under the policies of Tompkins Financial Corporation ("Tompkins") and of the Affiliated Entities<sup>1</sup> for which the Director serves on its Board of Directors. As used in this Code, "Director" includes individuals elected to serve on the Board of Directors of Tompkins Financial Corporation, Tompkins Community Bank, Tompkins Insurance Agencies, Inc., as well as individuals who are appointed to any of Tompkins' Community Bank Boards ("CBBs") pursuant to the Appointed Director Agreement (an "Appointed Director").

Each Director must comply with all applicable laws, rules and regulations of federal, state, and local governments, and other applicable private and public regulatory agencies. Directors must also understand that they are fiduciaries of the Company<sup>2</sup>, and as such, owe a duty of loyalty and a duty of care to the Company. Additionally, each Director is responsible for maintaining high standards of personal integrity, fairness and good judgment in discharging duties as a Director, and to act in the best interests of the Company and its shareholders and to engage in and promote honest and ethical conduct.

**1. CONFLICT OF INTEREST:**

A Director shall not engage in any transaction, activity or practice which conflicts or appears to conflict with the interest of the Company or any Affiliated Entity, and shall ethically handle all actual or apparent conflicts of interest between personal and professional relationships. A Director must not use the position of Director to further their own self-interest or the interest of any related party<sup>3</sup> or otherwise engage in self-dealing at the expense of the interests of the Company or any Affiliated Entity. Further, each Director is responsible for ensuring compliance with the Company's Related Party Transaction Policy, (as amended, the "Related Party Transaction Policy"), for each Interested Transaction (as defined therein) in which they have a direct or indirect interest.

Where a contract or transaction is contemplated between the Company or any Affiliated Entity and a Director or any related party, such Director must disclose in good faith the material facts of such interest to the Board of Directors of the Company, must refrain from participation in the vote

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<sup>1</sup> For purposes of this Code of Conduct and Ethics, an "Affiliated Entity" or "Affiliated Entities" means either, individually or collectively as appropriate, Tompkins, Tompkins Community Bank, Tompkins Insurance Agencies, Inc., and TFA Management, Inc. dba Tompkins Financial Advisors, and any other subsidiary of Tompkins or the foregoing.

<sup>2</sup> For purposes of this Code, "Company" means each company (Tompkins and/or any one or more of the Affiliated Entities) for which a person serves as a Director.

<sup>3</sup> A "related party" shall include a Director's spouse, parents (including step-parents), grandparents, siblings, children (including step-children), mother-or father-in-law, brother-or sister-in-law, son-or daughter-in-law and anyone living in the Director's home, any company controlled by the Director, any partnership in which the Director is a partner, any trust in which the Director has a substantial beneficial interest or serves as a trustee and any other organization, including any trust or political or campaign committee, that is controlled by the Director, or any related party the funds or services of which will benefit the Director.

on any such contract or transaction, and must otherwise comply with the provisions of the Related Party Transactions Policy. In any case where the provisions of this Code of Ethics conflict with the obligations of a director under the Related Party Transaction Policy, the applicable provisions of the Related Party Transaction Policy will control.

## 2. DISCLOSURE:

Each Director, to the best of their ability, shall provide information that is accurate, complete, objective, relevant, timely and understandable to ensure full, fair, accurate, timely and understandable disclosure in reports and documents that the Company or any Affiliated Entity files with, or submits to, government agencies, including the Securities and Exchange Commission and the Federal Reserve Board, and in other public communications made by the Company or any Affiliated Entity.

## 3. CONFIDENTIAL INFORMATION:

Each Director shall take all reasonable measures to protect the confidentiality of non-public information about the Company and any Affiliated Entity and its customers obtained or created in connection with their activities and to prevent the unauthorized use or disclosure of such information unless required by applicable law or regulation or legal or regulatory process.

## 4. OFFER OR ACCEPTANCE OF INDUCEMENTS:

No Director shall solicit or accept any bribe or gift of value for the purpose of influencing their decision with respect to a transaction related to the Company or any Affiliated Entity. Under the Bank Bribery Act of 1984 and amendments thereto, a Director of a financial institution is prohibited (i) from offering or giving any loan or gratuity to a bank examiner and, (ii) from soliciting, demanding, accepting or agreeing to accept anything of value from any person who intends to influence or reward the Director or any person in connection with any business or transaction of the Company or any Affiliated Entity.

## 5. LOANS TO DIRECTORS:

Any loans to a Director by the Company or any Affiliated Entity must be made in accordance with applicable federal and state laws and regulations. Moreover, permissible loans made by the Company or any Affiliated Entity that is a depository institution, shall be made on substantially the same terms as those prevailing at the time for loans to persons who are not in any way affiliated with the Company or any Affiliated Entity and will not involve more than the normal risk of collectability.

## 6. OUTSIDE RELATIONSHIPS:

A Director may not serve any other financial institution or any broker-dealer in any capacity which would violate any applicable federal or state laws and regulations governing management official interlocks or restrictions on directors, including, without limitation, the Depository Institution Management Interlock Act. Generally, a Director may serve as a director of another organization with prior notification of the Chair of the Board of Directors of the Company; however, directors of Tompkins Financial Corporation (holding company only) should refer to the Company's Corporate Governance Guidelines for additional parameters pertaining to service on for-profit boards. Nothing in this paragraph is intended to prevent or require approval for involvement with or board service to charitable and other community activities, which involvement is generally encouraged.

A Director serving on a board of a for-profit organization or involved in any charitable or community activity should make clear to any such organization that the Director is serving as an individual and not in their capacity as a Director of the Company. A Director should immediately report to the Board of Directors when any such outside relationship may present a possible conflict of interest or otherwise impair or affect their ability to properly serve as a Director of the Company.

#### 7. INSIDER TRADING:

All directors must comply with the Tompkins Financial Corporation Securities Law Compliance Manual (including the Tompkins Financial Insider Trading Policy) which relates to how, when and under what circumstances Tompkins' stock may be traded; copies of these documents are provided to each director and will also be provided upon request to the Corporate Secretary. The following information is merely a high-level summary of your obligations, and you are therefore required to review and comply with your obligations under the manual & insider trading policy in their entirety. A Director shall not trade in Tompkins' stock while having any knowledge of material information about the Company or any Affiliated Entity which has not been disclosed to the public. Material information is any information that could be expected to affect the investment decision of a reasonable investor or to alter significantly the market price of Tompkins' stock. Examples of information that ordinarily would be regarded as material include possible or pending mergers or acquisitions, proposals to increase or reduce dividends, operating results (whether favorable or unfavorable) and other significant developments in structure or operations, such as significant changes in management, pending private or public sales of securities, knowledge of a breach or unauthorized access of our information systems or technology infrastructure, or significant business initiatives. Once information has been publicly disclosed by Tompkins or any other Affiliated Entity, a Director should refrain from trading in Tompkins stock until sufficient time has passed to ensure that the information has been widely distributed to the investing public. In addition, Directors must comply in all respects with Tompkins' Insider Trading Policy, as the same may be amended from time to time. In this regard, Directors and their family members are required to limit trading in Tompkins' securities to quarterly trading windows and to otherwise comply with the pre-clearance requirements described in the Securities Law Compliance Manual. Even during these periods, trading is not permitted if the Director possesses any "material information" relating to the Company which has not yet been publicly released.

#### 8. SERVING AS TRUSTEE:

A Director who is also an officer or employee of the Company or any Affiliated Entity shall not, without the prior consent of the Board of Directors of the Company, act as a fiduciary (administrator, trustee, executor, guardian, or similar function) except in those instances in which the appointment involves a member of a Director's family. A Director shall disclose to the Board of the Company any such appointments as fiduciary of an estate or fund (other than that of a family member) that is or that becomes a customer of Tompkins Financial Advisors. Whenever any Director does serve in a fiduciary capacity, the Director shall take all appropriate measures to avoid any conflict of interest or self dealing.

#### 9. SHORT SWING PROFIT LIABILITY

Directors must also be aware of liability for "short-swing profits" under Section 16(b) of the Exchange Act, which is known as the "Short-Swing Profits Rule." The Short-Swing Profits Rule requires that if a director or executive officer makes a purchase and sale or a sale and purchase of any equity securities of Tompkins Financial (other than in exempt transactions) within any six-month period, they must remit Tompkins Financial any profit deemed to have been realized from

the transactions. It is not unlawful to make a purchase/sale or sale/purchase transaction within a six-month period, but the insider must return to Tompkins Financial all profits deemed to have been made as a result thereof. LIABILITY UNDER SECTION 16(b) IS IMPOSED IN A MECHANICAL FASHION, WITHOUT REGARD TO WHETHER THE INSIDER INTENDED TO VIOLATE THE SECTION OR WHETHER THE INSIDER ACTUALLY TRADED ON INSIDE INFORMATION. GOOD FAITH AND INADVERTENCE, THEREFORE, ARE NOT DEFENSES. All that is necessary for a successful claim is to show that the insider realized profits in a non-exempt short-swing transaction.

Purchases and sales by an insider may be matched with transactions of any person whose securities may be deemed to be beneficially owned by the insider (such as certain family members and related or controlled corporations and entities). A bona fide gift of Tompkins Financial securities is not considered a sale for purposes of the short-swing profit recovery provisions of Section 16(b), although the gift must be reported on Form 5. However, any of the Tompkins Financial securities given by a director or executive officer to a spouse or other family member sharing the same household will be considered as beneficially owned by the insider, and any subsequent sale of such securities will be attributed to the director and executive officer and must be reported. Moreover, such sales can be matched with purchases for the purpose of determining whether there is insider short-swing profit that Tompkins Financial may recover. However, a gift to an independent donee such as a school, church, foundation or other charity would not be a sale by the director or executive officer, and any subsequent sale by such donee will not be reportable and will not be matched with any purchases by them for short-swing profit recovery purposes.

#### 10. REPORTING OF VIOLATIONS:

Each Director shall promptly report to the Board of Directors of the Company any conduct that they believe to be a violation of any provision of this Code of Conduct and Ethics, including any material transaction or relationship that reasonably could be expected to give rise to a conflict of interest.

#### 11. SANCTIONS:

A Director who violates any provision of this Code of Conduct and Ethics shall be subject to such sanctions within the discretion of the Company's Board of Directors up to and including removal without further compensation. Furthermore, such Director may or shall be, as applicable, subject to any sanction, remedy or penalty prescribed by applicable law. Any questions regarding the substance or interpretation of any provision of this Code of Conduct and Ethics should be directed to Tompkins' General Counsel.

#### 12. CORPORATE GOVERNANCE GUIDELINES:

The Board has adopted Corporate Governance Guidelines (the "Guidelines"), which reflect many of the Company's long-standing practices, in order to strengthen our commitment to corporate governance best practices. A copy of the Guidelines is posted in the "Corporate Governance" section of our website ([www.tompkinsfinancial.com](http://www.tompkinsfinancial.com)). All directors must comply with the Guidelines. The following information is merely a high-level summary of your obligations, and you are therefore required to review and comply with your obligations under the Guidelines in their entirety. The Guidelines summarize the Company's corporate governance practices and procedures, and the following issues, in addition to others, are covered in the Guidelines: board size; director independence; chair independence; director retirement; director resignation

following a change in job responsibility; director candidate identification and nomination; minimum stock ownership and accumulation requirements for directors; responsibilities of directors; meeting attendance; executive sessions of independent directors; Board committees; succession planning and management evaluation; director education; failure to receive a majority of votes cast; board assessments and pledging/hedging policy.

### 13. APPOINTED DIRECTORS:

Appointed Directors serve exclusively as members of a CBB, and may also serve as members of the Bank's Trust Committee. If you are an Appointed Director, your signature on this Code also constitutes your acknowledgement and agreement with the Appointed Director Agreement, attached hereto as Annex A and incorporated into this Code by this reference. In the event that any terms or provisions of Annex A conflict with this Code, the terms and provisions of Annex A will govern.

**Annex A to CODE OF CONDUCT AND ETHICS FOR DIRECTORS OF TOMPKINS FINANCIAL CORPORATION AND ALL SUBSIDIARIES THEREOF**

**Tompkins Community Bank – Appointed Director Agreement**

The following provisions comprise the Appointed Director Agreement, as referenced the Tompkins Community Bank Code of Conduct and Ethics for Directors. If you are serving as an Appointed Director, your signature on the Code also constitutes your acknowledgement and agreement with the following:

**CBB.** You hereby agree to serve as an appointed member of the Community Bank Board Committee – Tompkins in your region (the “CBB”), which is a chartered committee of the Board of Directors (the “Board”) of Tompkins Community Bank, a New York-chartered bank (the “Bank”). In this capacity, you will be referred to as a “CBB Director” and you will serve as an independent contractor of the Bank.

**Term.** Your service as a CBB Director shall expire at the next Annual Meeting of the Bank’s Board, unless earlier terminated as described here (the “Initial Term”). The Initial Term may be extended by the Bank’s Board for subsequent one (1)-year terms (each such successive one (1)-year term, an “Extended Term” and each Extended Term, together with the Initial Term, the “Term”); provided, however, that either you or the Bank Board may terminate your service as a CBB Director and/or this agreement at any time, with or without cause, effective upon written notice to the other party.

**Compensation.** As a CBB Director, during the Term, you will be eligible for and shall receive compensation for your services at the amount and times approved by the Tompkins Financial Corporation Board of Directors, from time to time. During the Term, you will also be entitled to reimbursement for your reasonable travel expenses for attending CBB meetings, subject to compliance with the Bank’s travel and reimbursement policies, including the submission of required expense documentation.

The payment of the foregoing is subject to your continued service to the Bank as a CBB Director. No other compensation, commissions, consulting payments or any other form of remuneration will be paid to you by the Bank or any of its affiliated entities without the prior written approval of the Board. Upon a termination of your service as a member of the CBB for any reason, you will be paid (A) any unpaid fees (including, for the avoidance of doubt, your retainer prorated through the date of termination) and (B) reimbursement for any unreimbursed travel expenses incurred through the date of termination.

**Fiduciary Status.** You acknowledge and agree that, because of the nature of the duties that you will be performing as a CBB Director, you will be considered an Institution Affiliated Party of the Bank and of Tompkins Financial Corporation (referred to collectively with the Bank as the “Company”) pursuant to the Federal Deposit Insurance Act, as codified at 12 U.S.C. § 1813(u), and the rules and regulations promulgated thereunder, and, therefore, the Federal Deposit Insurance Corporation (the “FDIC”) will have the same level of supervisory authority over you as the FDIC has over any director, officer, employee, or controlling stockholder of the Bank. Further, during the Term, you shall be, and hereby are, afforded the same rights to indemnification, advancement of expenses, and insurance, as are the directors and officers of Tompkins Financial Corporation, as and to the extent set forth in the Amended and Restated Bylaws of Tompkins Community Bank, as the same may be further amended or restated from time to time and it is

expected that you will perform your duties as an appointed fiduciary of the Bank. You acknowledge and agree that as a CBB Director you are an independent contractor, and not an employee of the Company; accordingly, you will not be entitled to participate in any benefit plans of the Company or any of its subsidiaries, and you will be solely responsible for payment of any and all taxes due with respect to the remuneration you receive in connection with your CBB service.

**Company Board Policies.** Your service on the CBB will be in accordance with, and subject to, the Board Policies, organizational documents, and other governance policies of the Bank, including but not limited to the CBB Charter, in each case as the same may be amended, modified or superseded from time to time. In accepting this offer, you are representing to us that you do not know of any conflict or legal prohibition that would restrict you from becoming, or could reasonably be expected to preclude you from remaining, a member of the CBB. As a CBB Director, you are an independent contractor, but you are required to comply with all policies applicable to the members of the Board of Directors for the Company. Accordingly, for purposes of all Company policies governing directors, CBB Directors are deemed “directors” for purposes of such policies. These policies cover a range of topics including, without limitation, conflicts of interest, required disclosures, and compliance with state and federal laws. By signing below, you acknowledge receipt of and agree to be bound in a director capacity by the Company’s Board Responsibilities Policy, Uniform Code of Conduct and Ethics for Directors, Corporate Governance Guidelines, and Securities Law Compliance Manual as the same may be amended, restated, or superseded from time to time (referred to collectively as the “Board Policies”).

**Confidentiality.** During the Term, you will have access to Confidential Information. For purposes of this agreement, “Confidential Information” means all data, information, ideas, concepts, trade secrets, inventions (whether or not patentable or reduced to practice), innovations, improvements, know-how, developments, techniques, methods, processes, former, current and prospective customer/client information, models, plans, strategies, and regulatory compliance and other supervisory information, and all other confidential or proprietary information or trade secrets in any form or medium (whether merely remembered or embodied in a tangible or intangible form or medium) whether now or hereafter existing, relating to or arising from the past, current or potential business, activities and/or operations of the Company or any of its affiliates, including, without limitation, any such information relating to or concerning finances, sales, marketing, advertising, promotions, loan and deposit product pricing, personnel, customers, suppliers, vendors, partners and/or competitors. You agree that you will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the performance of your duties as a member of the CBB or for the benefit of the Company, either during the Term or for no less than five (5) years following the end of the Term, any Confidential Information or other confidential or proprietary information received from third parties subject to a duty on the Company’s or its subsidiaries’ or affiliates’ part to maintain the confidentiality of such information, and to use such information only for certain limited purposes, in each case, which will have been obtained by you during your service on the CBB. The foregoing will not apply to information that (i) is or was known to the public prior to its disclosure to you; (ii) becomes generally known to the public subsequent to disclosure to you through no wrongful act of you or any representative of you; or (iii) you are required to disclose by applicable law, regulation, recognized subpoena power, any governmental authority or agency or any other legal process (provided that, to the extent permitted by applicable law, regulation, recognized subpoena power, any governmental authority or agency or any other legal process, you provide the Bank with prior notice of the contemplated disclosure and cooperate with the Bank at its expense in seeking a protective order or other appropriate protection of such information).

**Background Check.** Under separate cover, you will receive a disclosure and consent request for the Bank to conduct a background check as part of our director vetting/screening process. Your appointment as a CBB Director is expressly conditioned upon and subject to the Company's receipt of a satisfactory background check, as determined by the Company in its sole discretion.

**Other.** This agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Any dispute relating hereto shall be adjudicated in the state or federal courts in or for the County of Tompkins, in the State of New York, and you and the Bank agree to exclusive personal jurisdiction and venue of such courts.



I attest that I have read, understand, and will comply with the SUMMARY AND OVERVIEW OF BOARD RESPONSIBILITIES and the CODE OF CONDUCT AND ETHICS FOR DIRECTORS (including Annex A) for Tompkins Financial Corporation Tompkins Community Bank, Tompkins Insurance Agencies, Inc. , as well as any applicable policies or guidelines referenced in such documents.

Director's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_