



DIVIDEND REINVESTMENT AND STOCK PURCHASE PLAN

If you participate in the Plan, you will be purchasing shares of our common stock and you should consider carefully the investment risks, including the risk factors identified on page 4 of this Brochure under “RISK FACTORS.”

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this brochure. Any representation to the contrary is a criminal offense.

Shares of common stock of JBT Bancorp, Inc. and Plan accounts are not savings accounts, deposit accounts or obligations of any bank, are not insured by the FDIC, SIPC or any other government agency, and may lose value.

Neither the Pennsylvania Department of Banking and Securities, the FDIC nor any other bank regulatory authority has approved or disapproved of these securities or passed upon the adequacy or accuracy of this brochure.

This brochure is not an offer to sell securities, nor is it a solicitation of an offer to buy securities, in any state or other jurisdiction where the offer or sale is not permitted.

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THE COMPANY

JBT Bancorp, Inc. (“JBT,” “we,” “our” or “us”) is a Pennsylvania corporation and bank holding company registered under the Bank Holding Company Act of 1956, as amended, based in Jonestown, Lebanon County, Pennsylvania. Jonestown Bank and Trust Company (the “Bank”) is the wholly-owned bank subsidiary of JBT. JBT is subject to regulation by the Pennsylvania Department of Banking and Securities and the Federal Reserve Board. The area served by the Bank is principally Lebanon County, Pennsylvania. The principal executive offices of JBT are located at 2 West Market Street, Jonestown, PA 17038, telephone (717) 865-4246. See “WHERE YOU CAN FIND MORE INFORMATION” at page 11.

KEY PLAN FEATURES SUMMARY

Advantages. The JBT Bancorp, Inc. Dividend Reinvestment and Stock Purchase Plan offers shareholders of JBT the ability to:

- Apply cash dividends on shares of JBT toward the purchase of additional shares.
- Invest amounts as low as \$75 per calendar quarter.
- Deposit shares of JBT that you currently hold in stock certificate form into your Plan account for safekeeping.
- Withdraw some or all of your shares and receive a certificate.

Eligible Participants. Shareholders of record of JBT (“you” or “your”).

Plan Administrator. Computershare Trust Company, N.A. has been appointed as Plan Administrator and will serve as your agent for all transactions under the Plan. See Question 3 below - “How do I contact the Plan Administrator?”

Source of Shares and Purchase Price. Shares of our common stock to be purchased for dividend reinvestment or with optional voluntary cash investments will be shares of our common stock purchased on the open market on any securities exchange or on the over-the-counter market where the shares are traded or in privately negotiated transactions through an independent registered broker-dealer that does not have an affiliation with JBT or the Plan Administrator. The price for all the shares purchased by participating JBT shareholders will be the average price of all shares purchased by the Plan Administrator on the open market with respect to a particular dividend payment date. The average price will be calculated as shown in Question 8 below – “What is the price I will pay for shares purchased

under the Plan?”

Summary of Fees. We pay for all other costs of administering and purchasing shares under the Plan. Currently, the only fees you are responsible for are for selling shares as shown in question 16 below – “Can I sell shares through the Plan?” A fee of \$25.00 will be charged to you if you elect to withdraw some or all of your shares from the Plan and receive a stock certificate

Please read this brochure in full as the above is a summary only and does not contain all applicable information.

RISK FACTORS

Investing in the common stock of JBT involves risks. Before purchasing any shares of our common stock, you should carefully consider the risks involved, including the following:

- There is currently a limited market for our common stock. As such, you may be unable to sell your shares at the time you desire.
- As with any stock investment, the price at which shares are purchased may be higher or lower than the price at which you may be able to sell the shares in the future.
- Because we are a bank holding company, an investment in our common stock is subject to the risks inherent in an investment in a regulated financial institution.
- Because our common stock is not registered with the Securities and Exchange Commission, there is only limited information publicly available concerning our affairs.

Any of these risks, as well as other risks and uncertainties, could have an adverse effect on our financial condition, results of operation and cash flows, and on the value of your investment.

THE PLAN

The JBT Dividend Reinvestment and Stock Purchase Plan has been adopted by our Board of Directors. The following, in question and answer format, is a description of the Plan. A copy of the Plan as adopted by the Board is available from us upon request.

1. What is the purpose of the Plan?

The purpose of the Plan is to provide the shareholders of JBT with a simple and convenient method of investing cash dividends and voluntary cash contributions in additional shares of the common stock of JBT.

2. How is the Plan Administered?

The Plan is administered by the Plan Administrator. We have appointed Computershare Trust Company, N.A. as Plan Administrator. All shares of our common stock held for you under the Plan will be registered in the name of the Plan Administrator (or its nominee), as agent for you, and will be credited to your Plan account.

3. How do I contact the Plan Administrator?

You can contact the Plan Administrator the following ways:

Telephone: 1-800-368-5948 (toll free)
Internet: www.computershare.com
Mail: Computershare
Attn: Dividend Reinvestment Department
P.O. Box 505000
Louisville, KY 40233

4. Who can participate in the Plan?

All holders of record of at least one (1) whole share of our common stock are eligible to participate in the Plan. In the event that you sign up to participate in the Plan and then cease to be a record owner of at least one (1) whole share of Stock, we will automatically terminate your participation in the Plan, in which case you will be treated as though a notice to withdraw from the Plan had been received from you on the effective date of such termination. See Question 15 below – “How do I terminate participation in the Plan?”

Beneficial owners of our common stock may participate in two ways. A beneficial owner may participate directly by becoming a record owner by having one or more shares of our common stock transferred into the beneficial owner’s name from that of the broker, bank or other nominee holding shares on behalf of the beneficial owner. Alternatively, a beneficial owner may seek to arrange with the beneficial owner’s broker, bank or other nominee to participate in the Plan on the beneficial owner’s behalf.

An otherwise eligible shareholder may participate in the Plan only if shares of our common stock may lawfully be offered and sold pursuant to the Plan under applicable federal and state securities laws.

No otherwise eligible shareholder shall be entitled to purchase shares of our common stock through the Plan to the extent the purchase would violate any law or regulation applicable to us or the shareholder.

5. How do I enroll in the Plan?

If you are a shareholder of record, you may enroll in the Plan at any time by going online to the Plan Administrator’s website www.computershare.com/investor through Investor Center or by completing and signing an enrollment form and returning it to the Plan Administrator. If an enrollment form requesting reinvestment of dividends is received by the Plan Administrator before the record date for a dividend, reinvestment will commence with that dividend. If an enrollment form is not received before the record date, the reinvestment of dividends will begin on the dividend payment date (sometimes referred to as an “investment date”) following the next record date if you are still a holder of record. You may designate online or on the enrollment form the reinvestment through the Plan of the dividends on all shares of our common stock held in your name or on any lesser number of whole shares of our common stock

held in your name. If you elect dividend reinvestment, dividends on all shares held by the Plan Administrator in your Plan account will be reinvested.

6. How do I purchase shares with voluntary cash contributions?

Provided you are a Shareholder of Record of JBT, you may make voluntary cash contributions to the Plan of not less than \$75.00 per calendar quarter nor more than \$15,000.00 per calendar quarter, whether or not you have elected dividend reinvestment on shares held of record by you outside of the Plan. The same amount need not be invested in each quarter. You are under no obligation to make any voluntary cash contribution.

A voluntary cash contribution is made by forwarding a check, drawn on a U.S. Bank, in U.S. currency, payable to the Plan Administrator, with a completed authorization form when enrolling, or thereafter, with the coupon from your statement or written acknowledgment that the payment is being sent as part of the Plan's voluntary cash contribution option. The Plan administrator will not accept cash, traveler's checks, money orders or third-party checks for voluntary cash contributions. The Plan Administrator must receive your voluntary cash contribution at least 3 business days but not more than 35 days before the dividend payment date to purchase our common stock for your Plan account on the dividend payment date. Dividends are normally paid in the months of January, April, July and October. Checks must be received by the Plan Administrator at least 3 business days prior to the dividend payment date to ensure it receives good funds before investing on the dividend payment date. The Plan Administrator will return to you any cash contribution made by check that is received outside this time frame.

If you have a checking or savings account with a qualified financial institution, you may make a voluntary cash contribution through an automatic withdrawal from your account via the Automated Clearing House system. The Plan Administrator will debit your account quarterly on the 25th, or the next business day if the 25th is not a business day, of the months of January, April, July and October to purchase shares for your Plan account on the dividend payment date. In order to use this option, you must complete the direct debit authorization form and enclose a blank deposit slip for a savings account or voided check for a checking account. You may also enroll for direct debits online at www.computershare.com/investor.

In the event that any participant's check for a voluntary cash payment is returned unpaid for any reason, or an electronic funds transfer for an automatic

deduction is not effected, the Plan Administrator will consider the request for investment of such funds null and void. If any shares were purchased for the participant's plan account upon the prior credit of such funds, the Plan Administrator shall immediately remove those shares from such participant's plan account and the Plan Administrator will charge you an insufficient funds fee of \$35. The Plan Administrator shall thereupon be entitled to sell the shares to satisfy any uncollected amount plus any applicable fees. If the net proceeds from the sale of such shares are insufficient to satisfy the balance of such uncollected amounts, the Plan Administrator shall be entitled to sell such additional shares from the participant's plan account as may be necessary to satisfy the uncollected balance.

Voluntary cash contributions will be returned to you upon written request to the Plan Administrator, provided that the request is received no less than five (5) days prior to the next scheduled dividend payment date.

Interest will not be paid on voluntary cash contributions and voluntary cash contributions made more than thirty-five (35) days prior to the next dividend payment date will be returned.

Future dividends will be reinvested with respect to all shares acquired with voluntary cash distributions at the level you authorized so long as the shares are held in your Plan account.

7. How will purchases be made?

On each dividend payment date, the Plan Administrator will receive dividends on all shares held for you in your Plan account and on all shares for which you are holder of record with respect to which you have chosen dividend reinvestment and will automatically reinvest those dividends in our common stock.

The Plan Administrator will use that amount, in addition to your voluntary cash contributions, if any, to purchase shares of common stock for you in the open market through exchanges where the common stock is traded over-the-counter or through privately negotiated transactions. Purchasers will be directed by the Plan Administrator through an unaffiliated, registered broker-dealer. JBT cannot exercise any direct or indirect control over the prices or timing of purchases made by the Plan Administrator in the open market. Participants may not specify the price, timing or number of shares to be purchased. Dividend payment dates typically fall in January, April, July and October of each year. See Question 8 below – “What is the price I will pay for shares purchased under the Plan?”

Your account will be credited with the number of whole and fractional shares (calculated up to six (6) decimal places) equal to the amount invested divided by the applicable purchase price.

No interest will be paid on uninvested dividends or voluntary cash contributions.

8. What is the price I will pay for shares purchased under the Plan?

For the purpose of making purchases, the Plan Administrator may combine Participant's funds with funds of other participants and generally will batch purchase types (dividend and voluntary cash) for separate execution by its broker. At the Plan Administrator's discretion these batches may be combined and executed by its broker. The Plan Administrator may also direct its broker to execute each purchase type in several batches throughout a trading day. Depending on the number of shares being purchased and current trading volume in the shares, the Plan Administrator's broker may execute purchases for any batch or batches in multiple transactions and over more than one day. If different purchase types are batched, the price per share purchased for each account, whether purchased with funds contributed, dividends or both, shall be the weighted average price of the specific batch for such shares purchased by the Plan Administrator's broker on such trade date or dates.

9. What costs and fees will I have to pay?

No brokerage fees will be charged to you in connection with purchases through the Plan. The Plan Administrator will charge transaction fees and brokerage fees for sales of shares as described in Question 16 below – "16. Can I sell shares through the Plan?"

The Plan Administrator will charge a fee of \$25.00 should you withdraw all or part of your shares from the Plan and receive a stock certificate.

At present, all other costs of administration of the Plan will be borne by us; provided, however, that we or the Plan Administrator may, in our discretion and with prior written notice to you, require the payment of a service fee in connection with any Plan transaction (including, without limitation, the deposit of certificates, the reinvestment of dividends, the investment of voluntary cash contributions and the issuance of a stock certificate). We or the Plan Administrator may in our discretion, at any time and from time to time, and with prior written notice to you modify the fees charged in connection with Plan transactions.

10. What reports will I receive with respect to my Plan account?

As soon as practicable after completion of each investment for your Plan account, the Plan Administrator will mail you a statement showing (i) the amount of the dividend and the voluntary cash contribution, if any, applied toward such investment, (ii) the taxes withheld, if any, (iii) the net amount invested, (iv) the number of shares purchased, (v) the average cost per share, and (vi) the total shares you have accumulated under the Plan, computed to up to six decimal places. You will receive annually Internal Revenue Service Form 1099 reporting dividend income received. You may also review your Plan account and transactions online at www.computershare.com/investor.

11. How will my Plan shares be voted?

For each meeting of shareholders, you will receive a proxy card that will enable you to vote all whole shares registered in your name, if any, as well as whole shares credited to your Plan account. If your proxy card is properly signed and returned, the named proxies will vote the shares as marked. As is the case with all shareholders, if your signed proxy is not properly marked as to any item, all of your shares will be voted on the item in accordance with the recommendations of the Board of Directors. If the proxy card is not returned or returned unsigned, those shares will be voted only if you or your duly appointed proxy votes in person at the meeting.

12. How will my Plan shares be registered?

All shares held in your Plan account will be registered in the name of the Plan Administrator or its nominee, as agent for you.

13. Will I receive certificates for my Plan shares?

Certificates for shares held in your Plan account will not be issued to you unless you so request in writing, online or by phone to withdraw shares from your Plan account. The Plan Administrator will issue you a certificate for the requested number of whole shares from your Plan account within five (5) days after the date on which your request is received. Any remaining whole or fractional shares in your Plan account will continue to be held by the Plan Administrator as agent for you. Certificates for fractional shares will not be issued under any circumstances.

14. Can I deposit my certificates with the Plan Administrator for safekeeping?

You may deposit with the Plan Administrator for safekeeping one or more certificates for shares of our common stock registered in your name, which shares shall upon receipt be registered in the name of the Plan Administrator or its nominee and credited to your account under the Plan. Certificates should be unendorsed and sent to the Plan Administrator by registered or certified mail with return receipt requested and properly insured because you will bear the risk if the certificates are lost or stolen in transit.

15. How do I terminate participation in the Plan?

You may terminate participation in the Plan at any time by giving notice to the Plan Administrator. When you terminate from the Plan, the Plan Administrator will reassign whole shares in your name in book-entry form in the Direct Registration System (DRS), and a check will be issued to you representing the value of any fractional shares, less the applicable fees for the sale of the fractional shares, based on the then current market value per share. Thereafter, all cash dividends, if and when cash dividends are so declared, will be paid directly to you. If a notice of termination is received near a dividend record date, the Plan Administrator, in its sole discretion, may either distribute such dividends in cash or reinvest them in shares on behalf of the withdrawing participant. If such dividends are reinvested, the Plan Administrator will process the participant's withdrawal as soon as practicable, but in no event later than five (5) business days after the reinvestment is completed. A shareholder may elect to re-enroll in the plan at any time.

16. Can I sell shares through the Plan?

You may send the Plan Administrator a request to sell some or all of the shares held in your plan account. You have the following choices when selling shares held in your plan account:

- **Market Order** - A market order is a request to sell shares promptly at the then current market price. You may request a market order sale only online at www.computershare.com/investor or by calling the Plan Administrator directly at (800) 368-5948. Market order sale requests made in writing will be submitted as batch order sales. Market order sale requests received online or by telephone will be placed promptly upon receipt during normal market hours (9:30 a.m. to 4:00 p.m. Eastern Time). Any orders received after 4:00 p.m. Eastern Time will be placed promptly on the next trading day. The price will be the market price for shares obtained by the Plan Administrator's broker, less a

\$25.00 service fee and processing fee of \$0.12 per share* sold. The Plan Administrator will use commercially reasonable efforts to honor requests by participants to cancel market orders placed outside of market hours. Depending on the number of shares being sold and current trading volume in the shares, a market order may only be partially filled or not filled at all on the trading day in which it is placed, in which case the order, or remainder of the order, as applicable, will be cancelled at the end of such day. To determine if your shares were sold, you should check your account online at www.computershare.com/investor or call the Plan Administrator directly at (800) 368-5948. If your market order sale was not filled and you still want the shares to be sold, you will need to reenter the sale request.

- **Batch Order** - A batch order is an accumulation of all sale requests by any security holder for a security submitted together as a collective request. Batch orders are submitted on each trading day, to the extent that there are sale requests. Sale instructions for batch orders received by the Plan Administrator will be processed no later than five (5) business days after the date on which the order is received (except where deferral is required under applicable federal or state laws or regulations), assuming the applicable market is open for trading and sufficient market liquidity exists. You may request a batch order sale by calling the Plan Administrator directly at (800) 368-5948 or by writing to the Plan Administrator. All sales requests received in writing will be submitted as batch order sales. In every case of a batch order sale, the price to each selling plan participant will be the weighted average sale price obtained by the Plan Administrator's broker for each aggregate order placed by the Plan Administrator and executed by the broker, less a \$15.00 service fee and a processing fee of \$0.12 per share* sold.
- **Day Limit Order** - A day limit order is an order to sell shares of common stock when and if a specific trading price is reached on a specific day. The order is automatically cancelled if the price is not met by the end of the specified day (or, for orders placed during aftermarket hours, the next trading day the market is open). Depending on the number of shares of common stock being sold and current trading volume in the shares, such an order may only be partially filled, in which case the remainder of the order will be cancelled. The order may be cancelled by the applicable stock exchange, by the Plan Administrator at its sole discretion or, if the Plan Administrator's broker has not filled the order, at your request. You may request or cancel a day limit order sale online at www.computershare.com/investor or by calling the Plan Administrator directly at (800) 368-5948. There is a \$25.00 service fee and a processing fee of \$0.12 per share* sold for each day limit order sale.

- **Good-Til-Cancelled (“GTC”) Limit Order** - A GTC limit order is an order to sell shares of common stock when and if the shares reach a specific trading price at any time while the order remains open (generally up to thirty (30) days). Depending on the number of shares being sold and current trading volume in the shares, sales may be executed in multiple transactions and over more than one (1) trading day. If shares trade on more than one (1) day, a separate fee will be assessed for each day. The order (or any unexecuted portion thereof) is automatically cancelled if the trading price is not met by the end of the order period. The order may be cancelled by the applicable stock exchange, by the Plan Administrator at its sole discretion or, if the Plan Administrator’s broker has not filled the order, at your request. You may request or cancel a GTC limit order sale online at www.computershare.com/investor or by calling the Plan Administrator directly at (800) 368-5948. There is a \$25.00 service fee and a processing fee of \$0.12 per share* sold for each GTC limit order sale.

All sales requests processed over the telephone by a customer service representative will incur an additional fee of \$15.00. *All per share fees include any brokerage commissions the Plan Administrator is required to pay. Any fractional share will be rounded up to a whole share for purposes of calculating the per share fee. Fees are deducted from the proceeds derived from the sale. The Plan Administrator may, under certain circumstances, require a transaction request to be submitted in writing. Please contact the Plan Administrator to determine if there are any limitations applicable to your particular sale request. Proceeds are normally paid by check, which are distributed within twenty-four (24) hours after your sale transaction has settled.

The Plan Administrator reserves the right to decline to process a sale if it determines, in its sole discretion, that supporting legal documentation is required. In addition, except as provided in the selling order descriptions above, no one will have any authority or power to direct the time or price at which shares for the plan are sold, and no one, other than the Plan Administrator, will select the broker(s) or dealer(s) through or from whom sales are to be made.

17. What will happen if there is a stock dividend or stock split?

Any stock dividends or split shares distributed by us on the shares held in your Plan account will be credited to your account with the Plan Administrator.

We may in our discretion authorize the Plan Administrator to temporarily

suspend transaction processing pending the completion of any stock dividend, stock split, rights offering or other transaction.

18. May the Company amend or discontinue the Plan?

We may amend, supplement, suspend, modify or terminate the Plan at any time, including the period between a dividend record date and dividend payment date, without the approval of the participants in the Plan. Written notice of any suspension, termination, material amendment or modification shall be sent to all shareholders, including all participants in the Plan, who shall in all events have the right to withdraw from the Plan. Any such amendment, suspension, modification or termination shall conclusively be deemed to be accepted by a participant in the Plan, unless, before the effective date of any such amendment as set forth in the notice, the Plan Administrator receives written notice of termination of the Participant's account.

We have the right at any time upon written notice to you to suspend or terminate your participation in the Plan if we determine in our sole discretion that suspension or termination is appropriate because shares of common stock may not lawfully be offered or sold in the state in which you reside or that you are using the Plan for purposes inconsistent with the intended purpose of the Plan, or for any other reason. In the event that your right to participate in the Plan is terminated, you will be treated as though a notice to withdraw from the Plan had been received on the effective date of such termination.

19. Who interprets the Plan?

The Plan, the authorization form and your Plan account will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and applicable state and federal securities laws. Any question of interpretation arising under the Plan will be determined by our Board of Directors pursuant to applicable federal and state laws and the rules and regulations of all regulatory authorities, and such determination shall be final and binding on all Participants. We or the Plan Administrator may adopt rules and regulations at any time to facilitate the administration of the Plan.

20. Is the Company or the Plan Administrator responsible for actions taken or omitted in good faith?

Neither we nor the Plan Administrator shall be liable to you for any act done in good faith or for any good faith omission to act, including, without

limitation, any claim of liability arising out of the prices at which the shares of common stock are purchased or sold, or the times when purchases or sales are made. Additionally, in no event shall we nor the Plan Administrator or their agents have any liability as to any inability to purchase shares or as to the timing of any purchase.

FEDERAL INCOME TAX CONSEQUENCES

Generally, the U.S. federal income tax consequences of participating in the Plan are as follows:

Reinvested Dividends

In the case of shares acquired on the open market with reinvested dividends, you will be treated as having received dividend income equal to the aggregate purchase prices of the shares plus your share of any brokerage commissions or fees paid by JBT. Thus, you will recognize dividend income even though these amounts are not actually received by you in cash, but are applied to the purchase of shares for your Plan account. In the case of corporate shareholders, dividends received under the Plan may be eligible for the dividends-received deduction.

Your tax basis in the shares acquired with reinvested dividends will include any amount for which you are treated as having received as a taxable dividend. The holding period for such shares will begin the day after the date that the shares are credited to your account and end on the day you sell the shares.

Voluntary Cash Payments

When shares are purchased with optional cash payments, your basis in such shares will be equal to the purchase price of the shares, plus fees or other charges, if any, paid by you.

Additional Information

The foregoing discussion assumes that we will, from time to time, have earnings and profits for federal tax purposes in excess of our distributions to shareholders, which is expected to be the case. If you are a person as to whom federal income tax withholding on dividends is required, the Plan Administrator will reinvest dividends net of the amount of tax withheld.

You will not realize taxable income upon the issuance of a certificate for a whole number of shares held for your account under the Plan. However, if you receive a cash payment in lieu of the issuance of a fractional share, you will realize gain or loss with respect to such fractional share. Gain or loss will also be realized upon the sale or exchange of shares of common stock acquired under the Plan. The amount of such gain or loss will be the difference between the amount received upon disposition and the tax basis of such shares or fractional share. Any such gain or loss will be a capital gain or loss if the shares sold were held as a capital asset. Such capital gain or loss will be long-term if the shares sold were held by you for the applicable holding period and otherwise will be short-term.

The discussion above is a summary of the important U.S. federal income tax consequences of your participation in the Plan. The summary is based on the Internal Revenue Code of 1986, as amended, U.S. Treasury Regulations, administrative rulings and court decisions, as in effect as of the date of this document, all of which are subject to change at any time, possibly with retroactive effect. This summary is not a complete description of all of the tax consequences of your participation in the Plan and does not constitute tax advice. For example, it does not address any state, local or foreign tax consequences of your participation. The summary may not address the tax consequences to any given participant in view of the participant's individual circumstances. You should consult your own tax advisor about tax consequences of your participation in the Plan. We do not calculate tax basis in shares for shareholders.

WHERE YOU CAN FIND MORE INFORMATION

You can obtain additional information about JBT, including, without limitation, our most recent annual report (including our audited financial statements) from our website www.jbt.bank. We hereby incorporate by reference our latest annual report and all subsequent reports to shareholders. Such incorporation is not intended to imply that there has been no change in our affairs since the date of any such reports.

FORWARD-LOOKING STATEMENTS

This brochure contains or incorporates statements that we believe are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These statements relate to our financial condition, results of operations, plans, objectives, future performance or business, they usually

can be identified by the use of forward-looking language such as “will likely result,” “may,” “are expected to,” “is anticipated,” “estimate,” “forecast,” “projected,” “intends to” or other similar words. You should not place undue reliance on these forward- looking statements, as they are subject to risks and uncertainties, including but not limited to those described in this prospectus or the documents incorporated by reference herein. When considering these forward-looking statements, you should keep in mind these risks and uncertainties, as well as any cautionary statements we may make. Moreover, you should treat these statements as speaking only as of the date they are made and based only on information then actually known to us. We undertake no obligation to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

These forward-looking statements are based on current expectations, estimates and projections about our business, management’s beliefs and assumptions made by management. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions, all of which are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecasted in these forward-looking statements.

We have not authorized any person to give any information or make any representation that is different from, or in addition to, that contained in this brochure or in any document that we incorporate by reference into this brochure. If anyone gives you any such information, you should not rely on it.

We do not imply by the delivery to you of this brochure or the sale of any of our common stock hereunder that there has been no change in the affairs of JBT since the date of this brochure or that the information in this brochure is correct as of any time subsequent to the date of this brochure.



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