



Welcome to North Shore Bank

IMPORTANT INFORMATION
ABOUT YOUR ACCOUNT

CONSUMER AND BUSINESS BANKING | EFFECTIVE MARCH 2020

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TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT

This document, along with any other documents we give you pertaining to your account(s), constitutes your agreement with us for your account(s). Your account agreement is a contract that establishes rules which control your account(s) with us. Please read this agreement carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees entitled Consumer Summary of Account Services and Fee Schedule, which we may modify in our sole discretion from time to time, subject to applicable law. We require that you be at least eighteen years (18) of age to open a transaction account and that all consumer accounts' intended use and purpose is primarily for personal and head of household use.

This agreement is subject to applicable federal laws and the laws of the Commonwealth of Massachusetts (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 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.

As used in this agreement the words "Bank," "we," "our," and "us" mean North Shore Bank 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. The headings in this agreement are for convenience of 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.

IDENTIFICATION

To open a new account, we require that you provide us with a valid social security number (“SSN”) or taxpayer identification number (“TIN”) that we will use as a means of verifying your identity and for tax reporting purposes. The SSN or TIN will not be used as an identifying number, primary financial account number, or a subpart thereof.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents, such as an unexpired government issued identification evidencing nationality or residence and bearing a photograph or similar safeguard. We will also ask you some account activity questions when you open your account with us. This will allow us to better understand your transaction activity and assist us with monitoring for fraud.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

These rules apply to your account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

Joint Account—With Rights of Survivorship—is an account in the name of two or more persons. Each of you intends that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with rights of survivorship and not as tenants in common. With respect to a joint account, any of you can act alone with respect to the account including withdrawals from the account, transfers from the account, submitting a change of address for the account, closing the account, deposits to the account, appointing an attorney or limited access signatory for the account, enrolling for eStatements, signing electronic disclosures, and the like.

Trust Account—You agree to provide us with a certification of trust, the name and residential address of the account beneficiary, and any other documentation in a form satisfactory to us and to hold us harmless from and against any actions that we take or any trustee takes regarding the account in reliance on such certifications or other documentation. We have no duty to monitor or ensure that the acts of any trustee are for the use or benefit of the beneficiaries or are otherwise permissible under any trust instrument or applicable law. We will not be liable if any trustee exceeds his or her powers or does not comply with applicable law.

AUTHORIZED SIGNATURE

Your signature on the signature card is your authorized signature. For the payment of funds and for other purposes relating to any account you have with us, we are authorized to recognize your signature but we will not be liable to you for refusing to honor your checks or other signed instructions if we believe in good faith that the signature appearing on such checks or instructions is not genuine. We are not required to consult you when making the decision whether to honor your check or signed instruction.

If you agree to our eSignature agreement, your electronic signature is the legal equivalent of your manual signature. You also agree and consent to the use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transaction regarding any agreement, acknowledgement, consent, terms, disclosure or conditions, constitutes your signature, acceptance, and agreement as if actually signed by you in writing.

POWER OF ATTORNEY

We may, in our sole discretion, unless we are required by law to recognize a statutory form of power of attorney, recognize the authority of a person to whom you have given a power of attorney to enter into transactions relating to your account, until and unless we receive written notice or we have actual notice of the revocation of such power of attorney and have had a reasonable period of time to act on your notice of revocation. You must show us the original power of attorney executed by you or a certified copy of the power of attorney, properly notarized, and any other documentation we may ask for from time to time. The power of attorney and all other documents must be in a form satisfactory to the Bank. We will not be liable for damages or penalty by reason of any payment made to a person holding a power of attorney.

CREDIT VERIFICATION

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

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 fees set forth on our Consumer Summary of Account Services and Fee Schedule. The Consumer Summary of Account Services and Fee Schedule is a part of this agreement. You authorize us to deduct these fees directly from the account balance as accrued. You will pay any additional reasonable fees 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 fees or overdrafts, whether caused by you or another with access to this account. This liability is due immediately and can be deducted directly from the account balance. 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 fee or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorney’s fees. The authorized individuals, jointly and severally, agree to indemnify and hold the Bank harmless from and against any loss or damage arising from any payment from this account to any authorized individual(s) or survivor(s) of any authorized individual(s).

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. 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. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorney’s fees and our internal expenses) may be charged against your account. Refer to our Consumer Summary of Account Services and Fee Schedule for the list of fees applicable to your account(s) that we may charge for certain legal actions.

DEPOSITS

Each of you (until we receive legal written notice to the contrary) authorizes each other person signing the signature card to deposit any item payable to you or your order for deposit to your account with us. We will give only provisional credit until collection is final for any items, other than cash that we accept for deposit (including items drawn “on us”). We may not accept for deposit or cash checks with multiple endorsements unless we can verify all endorsements. Deposits are subject to verification by us and we may refuse a deposit, limit the amount of a deposit or return all or a portion of a deposit. We will require a restrictive endorsement for all checks deposited through Mobile Deposit. We may refuse a deposit if your checks are not endorsed properly. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open, or received on a non-business day, as if initiated on the next following business day that we are open.

DEPOSITS OF FOREIGN ITEMS

Items drawn against financial institutions not located in the United States, including Canada, U.S. Virgin Islands and Puerto Rico are accepted for collection only. This means that we may, but will not be required to, give you provisional credit for these items. Your account will not be finally credited for the amount of such items until the funds are actually received by us from the financial institution or payor. If the check you present for collection is in foreign currency, and if we give you credit for the item, we will credit your account for the proceeds of the check, minus any collection fees we or any other collecting bank charge, in U.S. dollars. The foreign currency exchange rate we apply to convert the proceeds into U.S. dollars is determined by us at our discretion and may be less favorable than the rate charged to us.

DIRECT DEPOSITS

If, in connection with a direct deposit plan, we deposit any amount in your account which should not have been credited to your account including but not limited to amounts paid by the U.S. Government or by any other payor for any reason, you authorize us to deduct the amount of our liability to the payor from the account or from any other account you have with us, without prior notice at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

RETURN DEPOSITED OR CASHED ITEMS/RETURNED CHECK CHARGE

If you deposit a check or item in your account that the drawee bank returns unpaid for any reason (called “dishonored”), we may put the check or item through for collection again. We will notify you if we do this but we do not require your authorization prior to taking this action. If the check or item is dishonored for any reason, the amount of the dishonored check or item will be deducted from your account. You agree to pay us a fee for any such check or item that is dishonored (see Consumer Summary of Account Services and Fee Schedule). We may also collect any amounts due to us because of returned or dishonored checks or other items, through the right of set-off, from any other account of yours with us, or collect the funds directly from you.

WITHDRAWALS

Any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time by any means we make available to you. If you make a withdrawal in person we

may require you to present identification acceptable to us and to use a form we have approved. We maintain the option either to pay or to dishonor any stale-dated check (a check that is more than 6 months old) upon presentation to us. We may charge your account for a check even though payment is made before the date of the check.

We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations.

The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the Funds Availability Disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing money market account other than a time deposit, or from any other savings account (as that term is defined by Regulation D of the Board of Governors of the Federal Reserve System). Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See the Truth in Savings Disclosure in this booklet.

PAYMENT ORDER OF ITEMS

The law permits us and we reserve the right to pay checks, items and electronic funds transfers in any order and we reserve the right to change the process at our discretion and without notice, subject to applicable law. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF) and you agree to pay the fee associated with the payment or return of such item.

CHECKS

Endorsing Items—If you cash or deposit a check or other item, we are legally entitled to valid and unqualified endorsements from you and all other payees whose endorsement is required. You give us an irrevocable right to place your endorsement on any such item. All endorsements must be in black ink and must be contained on the back of the item, within 1 ½ inches of the trailing edge of the item. The trailing edge is the left edge of the check when viewed from the front.

For Mobile Deposit, endorsements must be made on the back of the Check within 1 ½ inches from the trailing edge. Your endorsement must include your signature and your Account number and “FOR MOBILE DEPOSIT ONLY NORTH SHORE BANK,” or as otherwise specified by us from time to time. Any losses we incur from a delay or processing error resulting from an irregular endorsement or otherwise markings by you will be your responsibility.

Stale Checks—Once a check is 6 months old, we may elect not to pay it. If there is no stop payment order in effect when we receive the check for payment, however, we may elect to pay it. We do not have to consult with you when making the decision whether to pay the check.

Postdated Checks—You agree not to place a date on your check that is in the future. If you do and the check is presented to us for payment before its date, we may pay the check and will not be liable to you for paying the check. We do not have to consult you when making the decision whether to pay the check.

Form of Checks—You agree to make withdrawals from your checking account or money market account with check access using checks we have provided to you or that conform to our specifications. You agree that you will use black ink when writing out a check, and that you will not use any checks that contain background designs, prints or colors that interfere with our or any other bank's ability to produce a digital image of your check. If you do, you will be responsible for any losses you or another person suffer because of the inability to produce a readable digital image of your check. We will not be bound by any restrictions you have placed on your checks such as "Void after 90 days" or "Two Signatures Required".

Facsimile Signature—We do not bear the risk if you use signature facsimiles. If you use a stamp or other device to imprint a facsimile of your signature on your check, withdrawal slip or other form, you are responsible for the use of the stamp or other device. You agree that we may pay any check or other payment order bearing your facsimile signature regardless of who placed the signature.

Security—You agree to safeguard your supply of checks, your account numbers, your personal identification numbers and your North Shore Bank Debit Card and agree to hold the Bank harmless with regards to any losses resulting from your failure to do so.

STOP PAYMENTS

You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you signed the item or not, but only if you are an authorized signer to withdraw from this account. When you instruct us to stop payment on a transaction, Uniform Commercial Code provides that a written stop payment order is binding upon an institution for only 6 months unless renewed in writing. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next business day after the business day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (for example, if we pay the item in cash or we certify the item).

PROMPT EXAMINATION OF STATEMENTS REQUIRED

You must examine your statement of account with reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized payments, signatures 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 either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other unauthorized items with signatures or alterations by the same wrongdoer.

You agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 calendar days of when we first send or make the statement of account 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 calendar 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.

SETOFF

We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance that is due after the date we properly accelerate under the note.

This right of setoff does not apply to this account if: (a) it is an IRA or other tax-deferred retirement 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. We will not be liable for the dishonor of any check when the dishonor occurs because we have 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.

ACH AND WIRE TRANSFERS

This agreement is subject to Article 4A of the Uniform Commercial Code—Funds Transfers as adopted in Massachusetts. If you originate a funds transfer for which Fedwire or any other intermediary bank is used, 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 rules of NACHA-The Electronic Payments Association. 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 receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

BLOCKED ACCOUNTS

You represent to us that you are not a person with respect to whom a financial institution cannot perform any banking transactions because you have been listed by the federal Office of Foreign Assets Control ("OFAC") as either a national of a listed country or an individual who has been designated as a Specially Designated National. If we determine that you are now or hereafter become listed by OFAC, your account will be blocked and no transactions may thereafter be permitted with respect to your account.

MARIJUANA RELATED BUSINESS

You represent to us that you are not a direct Marijuana Related Business provider (such as a grower, testing lab, or dispensary) that requires licensing in the state of Massachusetts.

ABANDONED PROPERTY

If you do not initiate a transaction for three consecutive years, the Bank is required by Massachusetts law to turn your account over to the State Treasurer. Before the funds in your account are turned over, if required by law we will send you notice at the address maintained in our records so that you can do what is necessary to avoid this action from taking place. If your funds are turned over, you may be able to reclaim them from the State Treasurer. If the funds are turned over, the Bank has no further obligations to you with respect to your account and a fee will be imposed which is disclosed in our Consumer Summary of Account Services and Fee Schedule.

FEE SCHEDULE

We disclose on your statement of account all fees and charges debited to your account during the period that the statement covers. The phrase “fees and charges” has the same meaning here as it does for an account disclosure. We disclose any fees imposed in connection with maintaining your account in our Consumer Summary of Account Services and Fee Schedule. If you close your account either by your request, or if your account balance is zero, you are responsible for paying any service charges due. If the service charges cause your account balance to become zero or negative, we reserve the right to close your account without notice. You will owe us any fees or charges that are due.

AMENDMENTS AND TERMINATION

We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. For our protection, we may refuse to do business with any customer at any time. We may also close this account at any time upon reasonable notice to you and tender the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

ACCOUNT TRANSFERS

This account may not be transferred or assigned except on the books of North Shore Bank without our prior written consent, which we may withhold in our discretion.

TRUTH IN SAVINGS DISCLOSURE

This notice contains many important features and terms about deposit accounts at North Shore Bank. This disclosure also contains rules that govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

INTEREST

A. Interest Rates and Annual Percentage Yields—The interest rate and annual percentage yield (APY) on all interest-bearing checking, money market deposit account (MMDA), statement savings and passbook savings accounts are variable interest rates and may change at any time after the account is opened. At our discretion, we may change the interest rate and annual percentage yield on these accounts daily. The interest rate and annual percentage yield on a certificate of

deposit account is fixed at the time your account is opened and will be in effect until the first maturity date. We may change the interest rate and the annual percentage yield at that time and upon each subsequent term renewal. The interest rate and annual percentage yield on these accounts are stated on the Certificate of Term Deposit.

- B. Compounding and Crediting Frequency**—Interest on all interest-bearing checking, MMDA, statement savings and passbook savings accounts is compounded monthly and is credited to your account every month. Interest on certificate of deposit accounts is compounded every day and is credited to your account every month.
- C. Daily Balance Computation Method**—We use the daily balance method to calculate the interest on all interest-bearing checking, MMDA, statement savings, passbook savings and certificate of deposit accounts. This method applies a daily periodic rate to the available principal in the account each day.
- D. Accrual of Interest on Noncash Deposits**—Interest on all interest bearing checking, MMDA, statement savings and passbook savings accounts begins to accrue on the business day you deposit non-cash items (for example, checks). Interest on certificate of deposit accounts begins to accrue interest on the date of deposit.
- E. Effect of Closing an Account**—If you close your interest-bearing checking, MMDA, statement savings, passbook savings or certificate of deposit account before interest is credited you may not receive the accrued interest.

TRANSACTION LIMITATIONS

- A. Passbook Savings**—Funds may be deposited at any time. Unlimited in-person withdrawals are allowed but you must have your passbook with you to make a withdrawal. You generally should not make transfers from a passbook savings account as this IS NOT a transactional account. Transfers from a passbook savings account to another account or to a third party by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle with none by check, draft, debit card or similar order to third parties. Greater than six transfers will result in an excess transaction fee per item (see Consumer Summary of Accounts and Fee Schedule). The account may be closed or converted to a transaction account (such as a noninterest-bearing demand deposit account) if repeated transaction limitation violations occur. If we convert your account, we will tell you that we have done so.
- B. Statement Savings**—Funds may be deposited at any time. Unlimited in-person, mail and ATM withdrawals are allowed. Transfers from a statement savings account to another account or to a third party by preauthorized, automatic, Telephone, or computer transfer are limited to six per statement cycle with none by check, draft, debit card or similar order to third parties. Greater than six transfers will result in an excess transaction fee per item (see Consumer Summary of Account Services and Fee Schedule). The account will be closed or converted to a transaction account (such as a noninterest-bearing demand deposit account) if repeated transaction limitation violations occur. If we convert your account, we will tell you that we have done so.
- C. Money Market Deposit Account**—Funds may be deposited at any time. Unlimited in-person, mail and ATM withdrawals are allowed. Transfers from a money market deposit account to another account or to a third party by check, preauthorized,

automatic, telephone, or computer transfer are limited to six per statement cycle. Greater than six transfers will result in an excess transaction fee per item (see Consumer Summary of Account Services and Fee Schedule). The account will be closed or converted to a transaction account (such as a noninterest-bearing demand deposit account) if repeated transaction limitation violations occur. If we convert your account, we will tell you that we have done so.

D. Certificate of Deposit Account—You may not make a deposit into your account until maturity. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to an early withdrawal penalty. You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term after it is credited to your account. The annual percentage yield assumes interest will remain on deposit until maturity and will be compounded. A withdrawal of principal or interest before maturity will reduce earnings.

Early Withdrawal Penalties—A penalty may be imposed for withdrawals before maturity.

If the withdrawal is made within the first six days after deposit, the penalty we impose will equal seven days interest.

If your account has a maturity of one year or less, the penalty we may impose will equal three months of interest on the amount withdrawn regardless of the length of time the funds have been on deposit.

If your account has a maturity of more than one year and less than two years, the penalty we may impose will equal six months interest on the amount withdrawn regardless of the length of time funds have been on deposit.

If your account has a maturity of two years or greater, but less than four years, the penalty we impose will equal nine months interest on the amount withdrawn regardless of the length of time funds have been on deposit.

If your account has a maturity of four years or greater, but less than five years, the penalty we may impose will equal twelve months interest on the amount withdrawn regardless of the length of time funds have been on deposit.

If your account has a maturity of five years or greater, the penalty we may impose will equal eighteen months of interest on the amount withdrawn regardless of the length of time funds have been on deposit.

If the amount of the penalty exceeds the amount of the accrued interest, we may deduct some of the entire penalty from the principal balance.

In certain circumstances such as the death or incompetence of an owner of the account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

Automatically Renewable—Certificate of Deposit Accounts will automatically renew at maturity. You can prevent renewal if you withdraw the funds in the account at maturity or if we receive written notice from you within the grace period mentioned herein. If you prevent renewal, interest will not accrue after final maturity. Your renewal term is stated on your Certificate of Term Deposit and will begin on the maturity date. The interest rate will be adjusted to the rate offered at the time of maturity. Interest will be calculated on the same basis as the original term. You will

have ten calendar days after maturity to withdraw funds without penalty; we call this a “grace period.”

Time Requirements—For all Certificate of Deposit Accounts a maturity date will be established when you open your account. Please see the Certificate of Term Deposit for the maturity date. If we are not offering a Certificate of Deposit Account of the same term at maturity, or if your current Certificate of Deposit is a special product, your account will automatically renew at a similar term chosen at our discretion.

MINIMUM BALANCE

If we impose a minimum balance requirement to open an account, to avoid a monthly service fee or to enable your account to earn interest we will disclose that balance information in the Consumer Summary of Account Services and Fee Schedule.

FEES AND CHARGES

Fees and charges which may be imposed in connection with your account are disclosed in the Consumer Summary of Account Services and Fee Schedule. It contains the monthly service fees, transaction fees and minimum balance requirements that apply to your North Shore Bank Account. We may change the fees or balance requirements at any time, and if we do, we will give you notice before the effective date of the change.

OVERDRAFTS/INSUFFICIENT FUNDS

Whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. Fees and charges which may be imposed for overdrafts created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means as applicable are included in the Consumer Summary of Account Services and Fee Schedule.

RESERVE REQUIREMENTS—REGULATION D

For regulatory and accounting purposes only, your checking account will be divided into a transactional sub-account and a non-transaction sub-account. This will not affect the way you use your account, the interest earned, FDIC insurance, fees or charges. Your monthly account statement will reflect all your activity on your checking account and will not display any information on the sub-accounts.

ELECTRONIC FUNDS TRANSFER DISCLOSURE—YOUR RIGHTS AND RESPONSIBILITIES

This section contains the terms and conditions that apply to the electronic services listed below. Other electronic banking services, such as Online Banking, Mobile Banking and Bill Payment are governed by separate agreements.

1. ELECTRONIC BANKING SERVICES

Debit Card: You may use your Debit Card (“Card”) to access certain accounts of yours that are linked, as described below. If you have received a Card, you may use

it at any North Shore Bank ATM or other ATM displaying the logo of an ATM network that is authorized by us to accept your Card.

You may use your Card and personal identification number ("PIN") at point-of-sale ("POS") terminals displaying the logo of a network that is authorized to accept your Card to pay for purchases and to make cash withdrawals. POS terminals are often located at gas stations, supermarkets, and retail merchants. You may also use your Card and your signature authorization to pay for purchases of goods and services at any merchant displaying the MasterCard® logo. When you make a purchase using your Card, whether authorized by your PIN or signature, the amount of your purchase is automatically deducted from your linked account regardless of the method of authorization.

Preauthorized "Reoccurring Electronic" Payments and Deposits: You may authorize a third party, such as a government agency or your employer, to periodically make deposits to your designated checking, savings or money market accounts. You may also authorize a third party to periodically withdraw payments from your checking, statement savings or money market accounts. We do not allow preauthorized deposits to be made to certificate of deposit accounts and we do not allow preauthorized payments to be made from certificate of deposit or passbook savings accounts. We do not charge for preauthorized deposits to any of our consumer accounts.

Using Your Card

You may use your Card to access checking, statement savings and money market accounts that you have linked to your Card. Passbook and certificate of deposit accounts may not be linked to your Card.

ATM Transactions: You may access your linked checking, statement savings and money market accounts to:

- Make deposits at North Shore Bank ATMs;
- Make cash withdrawals at any ATM that displays the logo of a network that is authorized to accept your card.;
- Transfer funds between your linked accounts;
- Obtain balance information on your linked accounts at most ATMs that accept your Card.

POS Transactions: You may access your linked primary checking account to make all of the ATM transactions described above plus purchase goods and pay for services (in person, via the internet or by phone), get cash from a participating financial institution and do anything that you can do with a credit card at a participating merchant that the merchant will permit with a credit card. You may not link your statement or passbook savings, money market or certificate of deposit account to make POS transactions.

YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE QUALITY OF GOODS OR SERVICES PURCHASED FROM ANY MERCHANT THAT ACCEPTS YOUR CARD.

Your Card may be used to withdraw cash and make purchases up to the standard withdrawal and purchase limits each day. We reset your transaction totals to zero each day at midnight. You can choose to limit your cash withdrawal or POS terminal transactions to \$50.00 per day per Card. Please notify us if you would like to limit your transactions.

If you have opted in to the OOPS Program (Occasional Overdraft Program Service) for ATM and one time debit card purchases, when you request a cash withdrawal,

transfer or authorize a purchase for more than the available balance in your account and we permit you to make the cash withdrawal, transfer or purchase, you will be assessed the insufficient funds (NSF) fee in effect at that time.

We may require the merchant or bank that honors your Card to obtain prior authorization for any transaction over a certain dollar amount which is set at our discretion and which may be changed from time to time.

We reserve the right to place a hold on your account based on the authorization prior to settlement (the actual posting of the transaction to your account). This could result in an overdraft if sufficient available funds are not in your account to cover both the hold and any checks or other items posting to the account. You can find out if we have placed a hold on your account by asking us at any time during normal business hours.

For security reasons there may be limitations in addition to those described elsewhere on the amount you can withdraw at an ATM or POS terminal or on the amount of purchases you can make with your Card. There are limits imposed by law on the number of transactions you can make from your statement savings and money market accounts to a maximum of six per statement cycle. This limit includes checks and third party payments and transfers.

Some ATM owners and / or networks will impose an additional charge called a surcharge for a transaction made at an ATM that we do not own. We have no control over these surcharges. Please refer to our Consumer Summary of Account Services and Fee Schedule for the fees we will impose for each transaction made at an ATM we do not own and for fees we will impose for each POS or other Card transaction.

Your Card remains our property. We have the right to suspend or terminate your Card usage without prior notice. We may also deactivate any Card you have that you are not actively using.

Voice Banking: You may access certain accounts of yours that are linked to obtain account information such as account balances and deposit and withdrawal history. You may transfer available funds between certain of your linked accounts, make payments from certain linked accounts to certain loan accounts with us. Passbook and certificate of deposit accounts may not be linked for transfers or payments. You will be responsible for all transfers you authorize through Voice Banking. Transfers or payments initiated after 8:00 p.m. on a business day will be processed the next business day. The amount of the transfer or payment cannot exceed the available balance in the account from which you are transferring funds. Transfers and payments made by accessing Voice Banking may be made by the same persons and under the same conditions generally applicable to withdrawals made by other permitted means. Other account transfer restrictions or limitations may be described elsewhere.

Password Security for Electronic Banking Services: It is strongly recommended that you change your passwords regularly to protect the security and privacy of your financial information. You may change your passwords at any time. If you believe or suspect that your password has been lost, stolen or is known by another individual, you must notify North Shore Bank immediately. Failure to notify North Shore Bank promptly could result in a loss of funds.

Electronic Payments and Deposits

If you have arranged to have electronic deposits made to your account at least once every 60 days from the same person or company, you may call us at (978) 573-1300 during normal business hours on any business day to find out whether or not the deposit has been made.

Paying by check can result in an electronic funds transfer from your checking account. This can happen in several ways. For example:

- You purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer; or
- At the time you offer a check to a merchant or service provider, you are asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds, and you agree. Paying such a fee electronically is an electronic funds transfer.

Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign, by paying an invoice that includes notice of check conversion or by completing a transaction with a merchant once notice has been provided to you.

2. STOPPING PAYMENTS

If you have electronic payments made from your account on a reoccurring basis, you can stop any of these payments. Here's how: Visit us at any one of our branch locations or call us or write us at the telephone number or address listed at the end of this disclosure in time for us to receive your request at least 3 business days 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. If you order us to stop one of your reoccurring electronic payments 3 business days or more before the payment is scheduled to be made and we do not do so we will be liable for your losses or damages up to the amount of the original stop payment order. Please refer to our Consumer Summary of Account Services and Fee Schedule for the amount we will charge you for each stop payment order you give us.

We cannot stop payment of any electronic transactions other than reoccurring electronic payments. Initiation of certain electronic funds transfers will effectively eliminate your ability to stop payment. Except as otherwise provided in this agreement you may not stop payment of electronic funds transfers. As a result you should not use electronic access for purchases of goods or services unless you are satisfied that you will not need to stop payment.

3. DOCUMENTATION

You will receive a monthly statement reflecting all electronic banking activity for each deposit account that can be accessed for electronic funds transfers. If you hold a passbook savings account your passbook will be updated upon presentation to us. You can get a receipt when you perform a transaction at an ATM or make a purchase at or obtain cash from a merchant. A receipt is not generally required to be provided with a purchase under \$50.00. Any documentation provided to you that indicates that an electronic funds transfer was made is admissible in Massachusetts as evidence of the transfer and constitutes prima facie proof that the transfer was made.

4. BUSINESS DAYS

Our business days are Monday through Friday excluding federal holidays.

5. TERMINATION

You may terminate your use of the Electronic Funds Transfer service described in this Disclosure by written notice to us. We may terminate your use of Electronic Fund Transfer by written notice to you. Termination will not affect any of our rights or obligations arising under this agreement prior to termination.

6. TRANSACTIONS MADE IN FOREIGN CURRENCY—(INTERNATIONAL SERVICE ASSESSMENT)

If you use your Card in a foreign country, the amount will be charged to your account in US dollars. The conversion will be made by MasterCard International Inc. Part of the MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The government-mandated exchange rate or wholesale exchange rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed, which may differ from the exchange rate applicable on the date the transaction occurred or when it is posted to your account. We do not control the exchange rate or the date of conversion. MasterCard may also assess additional fees for transactions made outside of the U.S. which we do not control. We may also charge an International ATM/POS transaction fee.

YOUR RIGHTS CONCERNING SUBSTITUTE CHECKS

What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check."

You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account however, you have rights under other law with respect to those transactions.

What are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

NORTH SHORE BANK
 Attn: Operations
 P.O. Box 6165
 Peabody, MA 01961-6165

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

CONSUMER FEE SCHEDULE

EFFECTIVE OCTOBER 1, 2019

Abandoned Property/Escheatment	\$100.00
Account Research: One Hour Minimum Per Items Copied	\$35.00 \$5.00
ATM/Debit Card Replacement	\$20.00
Check Printing (depends on style)	Fee varies
Coin Counters ¹	7.5% of total
Collection Items: Foreign (including Canadian)	\$30.00
Euro and Pound Purchase/ Redemption ²	\$10.00
Excess Transaction Fee	\$10.00
Foreign ATM Fee ³	\$1.75

IRA Annual Fee	\$15.00 per plan
IRA Trustee Transfer Fee	\$50.00
Inactive Fee ⁴	\$5.00
Insufficient Funds Charge—Paid 18/65 accounts	\$3.00 \$5.00
Insufficient Funds Charge—Returned 18/65 accounts	\$33.00 \$5.00
Uncollected Funds Charge—Paid 18/65 accounts	\$33.00 \$5.00
Uncollected Funds Charge—Returned 18/65 accounts	\$33.00 \$5.00
MasterCard International Fee ⁵	2% per transaction

Money Order	\$3.00
Passbook Replacement	\$25.00
Legal Order Processing Fee	\$100.00
Returned Check Charge	\$7.17
Return Mail Fee	\$5.00

Stop Payment	\$33.00 per item
Treasurer's Check	\$5.00
Wire Transfers: Outgoing (domestic) Outgoing (foreign)	\$25.00 \$45.00

SAFE DEPOSIT BOX RENTAL FEE SCHEDULE

Contents are not insured by FDIC or the bank.

Box Size	Annual Rent
3" X 5"	\$55.00
5" X 5"	\$65.00
3" X 10"	\$75.00
5" X 10"	\$95.00
7" X 10" ⁶	\$130.00
10" X 10"	\$175.00
Key Replacement	\$30.00
Box Drilling	\$175.00
Late Payment Fee	\$5.00

Lessor does not provide insurance for the contents of your Safe Deposit Box. You may, at your expense, secure your own insurance.

Lessee must maintain an active account with North Shore Bank in order to rent a Safe Deposit Box.

FOOTNOTES

- 1 Coin counters are free for NSB customers and are not available at all of our locations.
- 2 This service is free to NSB customers. Not sold at all locations. Please refer to our website for details.
- 3 This fee will be imposed after the maximum amount of free foreign ATM transactions allowed by the Checking Account product has been reached.
- 4 This is a monthly fee applied to the Free Checking account only, after 24 months of inactivity and a balance under \$250.
- 5 A 2% International Service Fee will be assessed on debit card transactions made outside of the U.S.
- 6 Only available at our Merrimac location.

BUSINESS ACCOUNT AGREEMENT

INTRODUCTION

This Business Deposit Account Agreement “Agreement” contains the terms and conditions that apply to business deposit accounts at North Shore Bank. When you open an account, sign the signature card or deposit funds to or use an account with us, you agree to be bound by this Agreement. The headings in this Agreement are for convenience only and will not govern the interpretation of the provisions. If any provision of this Agreement is found unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from this Agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Other services, such as cash management services, are governed by other agreements. In the event of a conflict between this Agreement and any other agreement that may apply to your Account, the terms of the other agreement will control. Please read this Agreement carefully and keep it with your account records for future reference.

Accounts for personal, family or household purposes are governed by our Consumer Deposit Account Agreement. In order for us to open your Account, you hereby represent to us that your Account will be used only for a business purpose.

In this Agreement “you” and “your” mean the sole proprietor, corporation, partnership, trust, limited liability company or other entity that opens an Account with us for a business purpose. “We”, “Us” and “Our” refer to North Shore Bank.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents such as an unexpired government issued identification evidencing nationality or residence and bearing a photograph or similar safeguard. We will also ask you some account activity questions when you open your account with us. This will allow us to better understand your transaction activity and assist us with monitoring for fraud. If you refuse to give us any identification information we request, we may decline to open the Account.

BENEFICIAL OWNERSHIP

Each time an account is opened for a covered Legal Entity, we are required to ask you for identifying information (name, address, date of birth, social security number as well as identifying documents) for: Each individual that has beneficial ownership (25% or more); and, one individual that has significant managerial control, of the Legal Entity.

If you are opening an account on behalf of a Legal Entity, you will be required to provide the appropriate documentation and to certify that this information is true and accurate to the best of your knowledge. You agree to notify the Bank of any changes in beneficial ownership or managerial control.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

These rules apply to your account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

OUR COMMUNICATIONS WITH YOU

You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. If we need to contact you to service your Account or to collect amounts you owe to us, you authorize us (and our affiliates, agents, and contractors) to contact you at any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and believe we can reach you at. You must notify us if any number you provided to us or at which we contact you with your consent or authorization changes or is no longer in use. We may contact you in any way, such as calling, texting or email. We may contact you using an automated dialer or using pre-recorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider.

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT (UIGEA) OF 2006

The UIGEA, signed into law in 2006, prohibits any person engaged in the business of betting or wagering (as defined in the UIGEA) from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. The Department of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG, to implement the UIGEA.

As defined in the UIGEA, unlawful Internet gambling means to “place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made.” The UIGEA and Regulation GG restrict certain transactions related to unlawful Internet gambling.

As a customer of North Shore Bank, these restricted transactions are prohibited from being processed through your account or banking relationship with us. If you do engage in an Internet gambling business and open a new account with us, you are required to provide (a) such evidence as we may require to show that the Internet gambling business is lawful, such as a license issued by a U.S. State or Tribal authority that authorizes you to engage in an Internet gambling business and (b) such evidence as we may require to confirm that the automated systems you use to engage in the Internet gambling business are reasonably designed to ensure that

such business will remain within the licensed or otherwise lawful limits, including with respect to gambler age and location verification. We require written notification to the bank if your UIGEA status changes.

MARIJUANA RELATED BUSINESS

You represent to us that you are not a direct Marijuana Related Business provider (such as a grower, testing lab or dispensary) that requires licensing in the state of Massachusetts. We require written notification to the bank if that status changes and reserve the right to close the account following that status change.

OPENING AN ACCOUNT

If you are a sole proprietor, you and any other authorized signers you designate must sign our signature card when you open an Account. Otherwise, the authorized signers you designate must sign our signature card when you open an Account. If you designate more than one authorized signer, each authorized signer must complete and sign our signature card. You must provide evidence using a form acceptable to us of the designation of authorized signers by you if you are a sole proprietor or by your governing body if you are a business entity. You must also complete or provide any other documentation we may require from time to time. You must provide a taxpayer identification number and each sole proprietor and authorized signer must present identification acceptable to us at the time the Account is opened. We will obtain a consumer report from a consumer reporting agency on each sole proprietor and authorized signer at the time an Account is opened. We may rely upon the documentation we have in our files regarding the identity of the authorized signers on your Account until you present appropriate documentation identifying other authorized signers. If we do not obtain the information we need under our Customer Identification Program, we reserve the right to prevent you from accessing the funds in your Account until we obtain that information, and you agree we will not be liable to you if your check or other payment order is not paid during this time. We will tell you in writing if we take this action. We reserve the right to close an account if our written request for information is not responded to.

Your signature card identifies who is authorized to make withdrawals, write checks, transfer funds, stop payment instructions, obtain ancillary services, and otherwise give us instructions regarding your account including but not limited to changing the address to which statements are sent, ordering a new supply of checks, requesting a Debit Card or closing an Account. No authorized signer may remove or add the name of another authorized signer unless the resolutions designating the authorized signers specifically permit that authorized signer to do so.

You agree that if you elect to grant individuals access to your accounts via any service we offer to you such as Online Banking, Mobile Deposits or Remote Deposit Capture that are not signors on your account, that we can accept any transactions or instructions by those individuals as if they were authorized by you.

If you agree to our eSignature agreement, your electronic signature is the legal equivalent of your manual signature. You also agree and consent to the use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transaction regarding any agreement, acknowledgement, consent, terms, disclosure or conditions, constitutes your signature, acceptance, and agreement as if actually signed by you in writing.

For business trusts you agree to provide us with the trust instrument, such as a declaration of trust or a certification of trust, the name and residential address of the account beneficiaries, and any other documentation we may require in a form satisfactory to us and to hold us harmless from and against any actions that we take or any trustee takes regarding the Account in reliance on such certifications or other documentation. We have no duty to monitor or ensure that the acts of any trustee are for the use or benefit of the beneficiaries or are otherwise permissible under any trust instrument or applicable law. You agree that we will not be liable if any trustee exceeds his or her powers or does not comply with applicable law.

You represent to us that you and any or all of the authorized signers you have designated are not a person with respect to which a financial institution cannot perform any banking transactions because you or any such person has been listed by the federal Office of Foreign Asset Control ("OFAC") as either a national of a listed country or an individual who has been designated as a Specially Designated National. If we determine that you or any such person is now or hereafter becomes listed by OFAC, your Account will be blocked and no transactions may thereafter be permitted with respect to your Account.

You agree that you will not use the Account in connection with collecting or processing a bet or wager over the Internet in any manner, including in connection with a game of chance such as roulette or a card game such as poker or blackjack, unless we expressly grant prior written consent to such use of the Account which we may withhold in our sole discretion. You further agree not to use the Account in connection with any illegal activity, such as money laundering or fraud.

You agree that you will not use the Account to process payments for third-party merchant clients without first providing such evidence as we may require to establish that you have effective processes for verifying your merchant clients' identities and reviewing their business practices. You also agree to comply with any reserve requirements for the Account we may establish from time to time to cover anticipated charge backs in connection with any such third-party payment processing activities.

If you use the Account in connection with any Internet gambling transactions or third-party payment processing activities authorized hereunder, you agree to allow us, or persons authorized by and acting on our behalf, reasonable access during normal business hours to inspect, review, examine and audit your books, records, procedures and facilities related to any such activity to evaluate compliance with all applicable laws, regulations and the terms of this Agreement. You agree to reasonably cooperate with any such party in conducting examinations and audits, including exercising reasonable efforts to obtain relevant books and records of any third party engaged by you to provide services on your behalf in connection with any such Internet gambling transactions or third-party payment processing activities.

JOINT ACCOUNTS

We do not permit business Accounts to be joint accounts. Two or more businesses may open an Account only if they have formed a corporation, partnership, trust, limited liability company or other entity to conduct a joint venture and provide us with a properly executed joint venture agreement designating the individuals to be the authorized signers for the joint venture's Account.

RESERVE REQUIREMENTS—REGULATION D

For regulatory and accounting purposes only, your checking account will be divided into a checking sub-account and a non-transaction sub-account. This will not affect

the way you use your account, the interest earned, FDIC insurance, fees or charges. Your monthly account statement will reflect all your activity on your checking account and will not display any information on the non-transaction sub-account.

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. 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. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorney's fees and our internal expenses) may be charged against your account. Refer to our Business Account Fee Schedule for the list of fees applicable to your account(s) that we may charge for certain legal actions.

DEPOSITS

You may make additional deposits to any Account, other than a certificate of deposit by any means we may make available to you. You may make deposits in person, through a night depository, by mail or at any North Shore Bank ATM that accepts deposits. You may also arrange for deposits to be made electronically to your Account. Deposits are subject to verification by us. All items must be endorsed exactly as drawn, in black ink and must be contained on the back of the item, within 1^{1/2} inches of the trailing edge of the item. The trailing edge is the left edge of the check when viewed from the front. You will be liable for any losses or delays caused by nonconforming endorsements or by any other marks on the back of a deposited item that makes our endorsement or any other bank's endorsement difficult to read. We may supply missing endorsements on any item submitted for deposit to your Account. You agree not to deposit any item you have endorsed "without recourse." If you do, we may place your unqualified endorsement on the item. We can then enforce against you any rights that an unqualified endorsement grants us. We may also limit, refuse or return any item submitted for deposit to your Account for any reason we deem reasonable.

All checks and items deposited are received and credited by us subject to final collection. Electronically created checks are accepted for collection only. In receiving items for deposit or collection we act solely as your agent and we assume no responsibility beyond the exercise of ordinary care. Items deposited to your Account are subject to our Funds Availability Policy. If an item that you deposit into your Account is returned unpaid for any reason you agree that we have the right to charge the item back to your Account or to require a refund from you, plus applicable fees regardless of when the item was returned to us. You agree to pursue any claim you may have against the payor or other collecting bank regarding the timing of the return of an unpaid item against that payor or collecting bank.

You authorize us to redeposit such returned items at our discretion, and in such cases you waive the right to notice of dishonor.

Unless you are a sole proprietor we may request that any check that is made payable to you be accepted for deposit only.

Checks deposited through Mobile Banking or Remote Deposit Capture must be endorsed exactly as drawn and include For "For Mobile Deposit Only North Shore Bank". The bank can refuse any remote or mobile deposit that is not properly endorsed.

We may let you know your deposit has been refused but we are not required to notify you and you agree we are not liable for loss resulting from our refusal.

You agree not to deposit at an ATM, by Mobile Banking or Remote Deposit Capture, or through any other means a check drawn on the same account into which the check is being deposited. You also agree not to deposit by mail or ATM any item that is drawn on a foreign bank or that is not denominated in U.S. dollars. Items drawn against a financial institution not located in the United States, whether payable in U.S. or foreign funds will be accepted on a collection basis only and may be provisionally credited to your Account but we are not required to do so. Such provisional credit will not affect our right of charge back or set-off if the item is returned. Your deposit of a foreign item will be subject to adjustment based on the applicable exchange rate and bank fees for collection of foreign items. The foreign currency exchange rate we apply to convert the proceeds into U.S. dollars is determined by us at our discretion and may be less favorable than the rate charged to us.

Funds deposited through an automated clearing house (ACH) or other electronic means are always provisional, are subject to the rules of the applicable ACH or other system, may be revoked prior to final settlement, and are subject to adjustment by the originator.

If we make available to you night deposit, bulk deposit, or coin and currency services, you agree to place your night deposit, bulk deposit, or coin and currency in a form of depository bag approved by us and to organize your deposit in a format according to our instructions. You authorize us to open the depository bag in your absence, and credit the contents to your Account. The contents of a depository bag shall not be treated as accepted by us for deposit until we have opened the bag and verified the contents. Our count as to the amount and character of each such deposit shall be final and conclusive. Credit to your Account shall be subject to adjustment based on our final count. Items in the depository bag that are unacceptable for deposit will be held until claimed by you. You agree that you use any night depository box at your sole risk. We will not be liable for any loss of deposits before they are removed from the night depository box, nor for any loss resulting from removal of the night depository box from use.

If you truncate checks you receive for deposit into your Account, you warrant that you are transmitting all of the information from the front and back of the original check at the time of deposit. You may not create substitute checks for deposit to your Account without our express written agreement. If you (or someone acting on your behalf) create a substitute check and deposit it in your Account, you agree that you will make all the representations and warranties to us with respect to that substitute check that are required to be made by a bank that transfers such a check, as provided in the Check Clearing for the 21st Century Act ("Check 21"), and you agree to indemnify us for any losses associated with the creation and deposit of such items.

WITHDRAWALS

Any person, acting alone, who has signed in the space designated for signature on the signature card(s) for the Account or who is identified in a separate agreement or resolution to have authority to access the Account may withdraw or transfer all or any part of the Account balance at any time by any means we make available to you. If any such person makes a withdrawal in person we may require him or her to present identification acceptable to us and to use a form we have approved.

For purposes of withdrawal and other account matters, we may honor any check, draft or order signed by an authorized signer you have designated as provided

herein, including such as may be drawn to the order of the person signing the same. We have no obligation of inquiry as to the circumstances of the issuance or use, application or distribution of any instrument or the proceeds thereof. Until revocation in writing is received by Bank, Bank shall be entitled to presume that the signatories listed designated by you remain authorized to sign checks, drafts, and other orders for the payment of money.

We may refuse any withdrawal or transfer request if the amount of the withdrawal would exceed the amount of funds available for withdrawal in your Account even if there are other funds in the Account not yet available for withdrawal. We may refuse a withdrawal or transfer request if any documentation or identification we requested has not been presented. We may refuse a withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted or which is for an amount greater or less than any withdrawal limitations. We may also refuse a withdrawal or transfer request if (a) we have received a court order or other legal document that restrains either us or one or more of the owners of the Account from removing funds from the Account; (b) the withdrawal is not permitted by law; (c) there is a dispute concerning the Account; (d) you owe us money that is due and payable; (e) you have pledged the Account to us as security for a loan or have asked us not to permit any withdrawals to be made; or (f) our equipment is malfunctioning.

The fact that we may honor a withdrawal or transfer request that overdraws the available Account balance does not obligate us to do so later (please refer to our Funds Availability Disclosure for information about when you can withdraw or transfer funds you deposit). Even if we honor a nonconforming request, we may treat continued abuse of the stated limitation (if any) as your instruction to us to close the Account. We will use the date that the withdrawal or transfer request is completed by us (as opposed to the date you initiate it) to apply frequency limitations.

Federal regulations require us to limit the number of certain types of withdrawals from your savings or money market deposit account. You may not make more than a maximum of six transfers and withdrawals from your savings or money market deposit account to another Account of yours or to a third party such as a merchant by means of preauthorized or automatic transfer, by telephone, computer or check or by POS purchase during a statement cycle. We may impose a service charge for each transaction over six. If you repeatedly exceed these limits, we may close your Account or convert it to another type of account.

We reserve the right to require not less than seven days' notice in writing before each withdrawal from a non-transaction Account other than a time deposit, or from any other savings account (as that term is defined by Regulation D of the Board of Governors of the Federal Reserve System). Withdrawals from a time deposit prior to maturity or prior to any notice period may be restricted and may be subject to penalty including the loss of principal.

A telephone transfer of funds from your Account to another of your Accounts, 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.

The law permits us and we reserve the right to pay checks, items and electronic funds transfers in any order and we reserve the right to change the process at our discretion and without notice, subject to applicable law.

You agree that we may debit (charge) your Account for service charges and or fees, to make appropriate adjustments to your Account and for any item you deposit that is returned to us unpaid.

TRANSACTIONS MADE IN FOREIGN CURRENCY (INTERNATIONAL SERVICE ASSESSMENT)

If you use your debit card in a foreign country, the amount will be charged to your account in US dollars. The conversion will be made by MasterCard International Inc. Part of the MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The government-mandated exchange rate or wholesale exchange rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed, which may differ from the exchange rate applicable on the date the transaction occurred or when it is posted to your account. We do not control the exchange rate or the date of conversion. MasterCard may also assess additional fees for transactions made outside of the U.S. which we do not control. We may also charge an International ATM/POS transaction fee.

CHECKS

You agree to make withdrawals from your checking or money market deposit account with check access using checks we have provided to you or that conform to our specifications. You agree that you will use black ink when writing out a check, and that you will not use any checks that contain background designs, prints or colors that interfere with our or any other bank's ability to produce a digital image of your check. If you do, you will be responsible for any losses you or another person suffer because of the inability to produce a readable digital image of your check.

Once a check you have written is 6 months old, we may elect not to pay it. If there is no stop payment instruction in effect when we receive the check for payment, however, we may elect to pay it. We do not have to consult with you when making the decision whether to pay the check.

You agree not to place a date on any check that is later than the date on which you have written the check. If you do and the check is presented to us for payment before the date written on the check, we may pay the check and will not be liable to you for paying the check. We do not have to consult you when making the decision whether to pay the check.

We will not be bound by any restrictions you have placed on your checks such as "Void After 90 Days", "Not Valid if Amount is Greater Than..." or "Two Signatures Required".

We do not bear the risk if you use signature facsimiles. If you use a stamp or other device to imprint a facsimile of your signature on your withdrawal document you are responsible for the use of the stamp or device. You agree that we may pay any payment order purporting to bear the facsimile signature of an authorized signer when such signature resembles a facsimile specimen designated by you regardless of by whom or by what means the actual or purported facsimile signature(s) may have been affixed to such payment order.

You agree to safeguard your supply of checks, your Account numbers, your Debit Card and your personal identification numbers, passwords, and user access codes.

You agree that if you write a substantial number of checks each month, your failure to utilize any service we offer, such as Online Banking, whereby we or you can determine whether a check that is presented for payment was, in fact, issued by you constitutes your failure to exercise ordinary care under applicable provisions of state law. This means that you will be responsible for unauthorized signatures and counterfeit checks in circumstances where we have met our standard of care.

OVERDRAFTS AND INSUFFICIENT FUNDS

If you write a check or other order or otherwise request a withdrawal from your Account, such as by using your North Shore Bank Debit Card or authorize a recurring payment or by other electronic means for more money than you have available for withdrawal from your Account, we may either permit you to withdraw the funds by complying with the payment order or we may refuse to honor the payment order. We will not be liable to you if we choose to honor such a payment order. If we honor your payment order, you agree to pay the amount of the overdraft immediately. You may incur a fee for each payment order that is presented against your Account when you do not have sufficient available funds.

If we take any legal action to collect any amount that you owe us, such as filing a lawsuit, you will pay our reasonable expenses, including attorney's fees.

STOP PAYMENTS

If you do not want us to pay a check you have written, you can instruct us to stop payment of your check by notifying us in person, by mail or telephone or any other method we may make available to you. You cannot stop payment on a check if we have accepted, made final payment on or otherwise become accountable for the check, except to the extent required by law. After you place a stop payment instruction on your check, we have a reasonable period of time to act on your stop payment instruction. This means that even after you place a stop payment instruction, we may pay your check if we have not had a reasonable opportunity to honor your stop payment instruction.

Your stop payment instruction takes effect when it is properly processed and remains effective for 6 months. If you want your stop payment instruction to be valid beyond this 6-month period, you must give us a new stop payment instruction before the 6-month period expires. If you do not give us a new stop payment instruction and your check is presented for payment after the expiration of the stop payment period, we may pay the item. We are not required to notify you when a stop payment instruction has expired.

Your stop payment instruction must be received before your check is paid and must accurately describe the check by Account number, date of check, name of payee, amount and check number. If you give us any inaccurate information, your stop payment instruction may not be honored.

You agree to hold us harmless for all expenses and costs incurred by us as a result of our honoring any stop payment instruction, and further agree not to hold us liable for any payment contrary to the stop payment instruction if such payment occurs through inadvertence, accident or oversight or upon failure to confirm an oral request in writing, even if by reason of such payment other items of yours are returned due to insufficient funds. Notwithstanding anything herein to the contrary, if we fail to honor a proper and timely stop payment instruction, we will not be liable for more than your actual loss, which may be less than the full amount of the check.

CERTIFICATE OF DEPOSIT ACCOUNTS

We will tell you the date on which your certificate of deposit Account matures when you open your Account. We will send you a notice before your maturity date telling you your Account is about to mature and ask you to instruct us as to the disposition of your Account. If we do not receive any instructions from you, your Account will automatically renew for the same term as your original Account. If we are not offering a Certificate of Deposit Account of the same term at maturity, or if your current

Certificate of Deposit is a special product, your account will automatically renew at a similar chosen term at our discretion. If you close your certificate of deposit Account early you may be assessed a penalty that could include the loss of principal.

IOLTA ACCOUNTS

An "IOLTA" (Interest on Lawyer's Trust Account) is an interest-bearing account for client funds on which you can draw checks, established in accordance with Massachusetts law or New Hampshire law. All interest earned on an IOLTA in Massachusetts must be paid to an entity designated under rules adopted by the Massachusetts Supreme Judicial Court. All interest earned on an IOLTA in New Hampshire will be forwarded to the New Hampshire Bar Foundation to be used for charitable purposes. To establish an IOLTA account, you must execute a separate agreement authorizing the payment of interest to the applicable entity in accordance with the statutory provisions.

PROMPT EXAMINATION OF STATEMENTS REQUIRED

We will send you statements for your Account at our discretion. We may not send you a statement if your statement is returned to us because you have changed your address or for any other reason. We also may not send you a statement if the Account has been inactive.

Your statement will be sent to you by regular mail to the most recent address we have for you on our records for your Account. We may also make your statements available to you in a manner acceptable to both of us. When we place your statement in the mail or make it available to you as we have agreed, your statement will be deemed to be delivered to you.

You agree to examine your statement as soon as you receive it or we make it available to you. Unless we hear otherwise from you within 30 calendar days from the date we mailed the statement or otherwise made it available to you we will deem the statement and all transactions reflected therein, including the payment of any check, electronic transaction, or the amount of any deposit, to be accurate and proper, and you agree that you will not make any claim against us with respect to that statement or the transactions reflected on it after this 30 day period. We may also have other rights under applicable law even if you notify us within this 30-day period.

FREEZING YOUR ACCOUNT; CLOSING; CHANGING YOUR ACCOUNT

We reserve the right to place a hold on any of your Accounts if we become aware of a dispute or claim relating to any Account with us, if we reasonably believe that we may be exposed to a risk of loss relating to any such Account or if we reasonably believe that you have not complied with any term or condition of this Agreement. We may leave the hold in effect until the dispute, claim, risk of loss or breach of this Agreement has been resolved to our satisfaction.

You or we may close your Account at any time for any reason. We will not be liable to you for dishonoring any check or other payment order presented for payment after you or we close your Account. If your account is closed for any reason by you or by us, you agree to immediately pay all fees and charges outstanding at the time that your account is closed. Any such outstanding fees or charges that are not paid in full at the time your account is closed will remain due and payable to us after your account is closed. Closing an interest-bearing Account may result in the loss of interest that has accrued since the last posting of interest to your Account.

We reserve the right not to offer all types of Accounts at all times. We may discontinue offering a type of Account at any time without notice. If we do, we will send you a notice telling you that we have changed your Account type if the change adversely affects you or that we have closed your Account.

FEES AND CHARGES

Your Account may be subject to regular service charges as well as miscellaneous fees and charges. These fees and charges are listed in our Business Account Fee Schedule, which is subject to change. You agree to pay the fees and charges that apply to you. We will deduct these fees and charges automatically from your Account without any specific request from you.

The fees and charges on certain types of Accounts may be reduced by an earnings credit calculated on the balances in the Accounts you have with us. The earnings credit rate is set by us and may change at any time and we are not required to provide notice of the change.

EXPENSE REIMBURSEMENT

If you fail to pay an amount owed to us, you will be liable to pay any expenses reasonably incurred by us in the collection of said amount, including attorney's fees.

You agree to be liable to us for any loss, cost or expenses, including without limitation reasonable attorney's fees, that we incur as a result of any dispute involving your Account or any actions taken in good faith, to seek the advice of counsel, and you authorize us to deduct any such loss, cost or expense from your Account without prior notice to you. This obligation applies to disputes between you and us involving your Account and situations where we become involved in disputes within your business and between your business and a third party claiming an interest in the Account.

SET OFF

We reserve the right to set-off, which means that under most circumstances, we have the right to use funds in any of your Accounts to pay any debts or amounts you owe us, even if the withdrawal results in an interest penalty or dishonor of subsequent checks or electronic transactions. We are not required to tell you in advance when we debit your Account. When we debit your Account we will notify you at that time and tell you how much was taken from your Account.

ABANDONED PROPERTY

Your Account is considered abandoned if it remains inactive for the time specified by applicable state law. We are then required by state law to turn the funds over to the state after applicable notices are sent to you. To keep your Account active, you must make deposits to or withdrawals from your Account or communicate with us in writing about your Account. These rules apply regardless of the type of Account you have with us.

ACCOUNT TRANSFER

The Account may not be transferred or assigned, except on the books of North Shore Bank, without our prior written consent. You may not pledge or transfer the Account without our prior written consent. This does not affect a transfer occurring by operation of law, such as upon bankruptcy or as the result of a court order.

ENFORCEMENT OF OUR RIGHTS

We can choose not to enforce or to delay in enforcing any rights under this Agreement without losing them in the future.

AMENDMENTS

We may change this Agreement at any time and we will notify you as required by law prior to the effective date of any such change that would adversely affect your Account. We may provide this notice to you on or with your statement, by mailing the notice to you directly or by posting the notice in our branches or on our website.

GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, determined without reference to principles of conflicts of law. You irrevocably submit to the nonexclusive jurisdiction of any state court sitting in Essex County, Massachusetts or federal court sitting in Massachusetts, over any suit, action or proceeding arising out of or relating to this Agreement. Each party to this Agreement waives any objection it may have to the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum.

EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, AND (B) AGREES NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE, OR HAS NOT BEEN, WAIVED.

BUSINESS ACCOUNT FEE SCHEDULE

EFFECTIVE OCTOBER 1, 2019

Free Business Checking

Non-Interest Bearing

Minimum to Open	\$10.00
Monthly Maintenance Fee	None
Free Monthly Transactions	Unlimited
Monthly Inactive Fee	\$5.00¹
Monthly Fee for Images with a Paper Statement	\$5.00²

Business Interest Checking

(Intended for Non-Profit Organizations and Sole Proprietors)

Minimum to Open	\$10.00
Monthly Maintenance Fee	\$15.00
<i>(Waived with a minimum daily balance of \$2,500. Minimum balance requirements are waived for non-profit organizations.)</i>	
Free Monthly Transactions	Unlimited
Monthly Inactive Fee	\$5.00¹
Monthly Fee for Images with a Paper Statement	\$5.00²

Business Savings Account

Minimum to Open	\$10.00
Minimum Daily Balance Required to Avoid Monthly Maintenance Fee	\$500.00
Monthly Maintenance Fee	\$5.00
Transfers from this account to another account or to a third party by check, preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle.	
Excess Transaction Fee	\$10.00

Commercial Money Market Account

Minimum to Open	\$10.00
Minimum Daily Balance Required to Avoid Monthly Maintenance Fee	\$2,500.00
Monthly Maintenance Fee	\$10.00
Monthly Inactive Fee	\$5.00¹
Monthly Fee for Images with a Paper Statement	\$5.00²
Transfers from this account to another account or to a third party by check, preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle.	
Excess Transaction Fee	\$10.00

MISCELLANEOUS FEES

Abandoned Property	\$100.00
Account Research	\$35.00
One Hour Minimum/Per Items Copied Copy of each item	\$5.00
ATM Monitoring	\$20.00
Business Debit Cards:	
Foreign ATM withdrawal	\$1.75
Replacement card	\$20.00
Check Printing	Fee Varies
Collection items:	
Foreign (including Canadian)	\$30.00
Duplicate statement	\$3.00
Encoded Counter	\$3.00
Check per check—limit of 10 checks	

Euro and Pound Purchase/Redemption ³	\$10.00
free for customers	
Inactive Fee ⁴	\$5.00
Insufficient Funds Charge—Paid	\$33.00
per item	
Insufficient Funds Charge—Returned	\$33.00
per item	
Legal Order Processing Fee	\$100.00
MasterCard International Fee ⁵	2%
per transaction	
Money Order	\$3.00
Returned Check Charge	\$12.00
Return Mail Fee	\$5.00
Stop Payment	\$33.00
per item	

Sustained Overdraft Charge <i>(charged after four consecutive days overdrawn)</i>	\$8.00
each day	
Treasurer's Checks	\$5.00
Uncollected Funds Charge—Paid	\$33.00
per item	
Uncollected Funds Charge—Returned	\$33.00
per item	
Wire Transfers:	
Outgoing (domestic) ⁶	\$25.00
Outgoing (foreign) ⁶	\$45.00
Safe Deposit Box Fees:	
Late Payment Fee	\$5.00
Safe Deposit Box Annual Rental	Varies
by box size	
Safe Deposit Box Drilling Fee	\$175.00
Safe Deposit Box Key Replacement	\$30.00

Lessor does not provide insurance for the contents of your Safe Deposit Box. You may, at your expense, secure your own insurance. Lessee must maintain an active account with North Shore Bank in order to rent a Safe Deposit Box.

FOOTNOTES

- This is a monthly fee applied after 24 months of inactivity and a balance of under \$250.
- No fee for images with eStatements.
- This service is free for NSB customers. Not for sale at all locations. Please refer to our website for details.
- This is a monthly fee applied after 24 months of inactivity and a balance of under \$250.
- A 2% International Service Fee will be assessed on debit card transactions made outside of the U.S.
- Discounts are available for online banking customers.

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NORTH SHORE BANK

Well north of your expectations.SM

Member FDIC | Member SIF | Equal Housing Lender 

