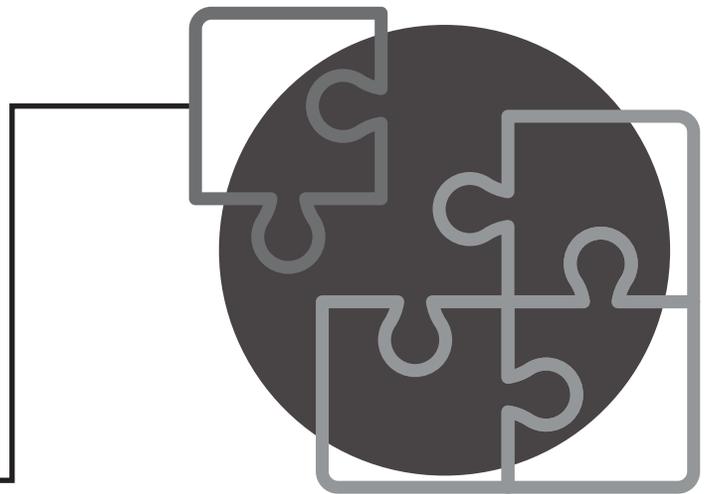


Important Changes to Your Account Terms



DISCLOSURE INFORMATION FOR COLONIAL FEDERAL SAVINGS BANK CUSTOMERS

This booklet contains the following new agreements, disclosures, and account terms for your TruNorth Bank account. Please review them carefully and retain this copy for your records.

Note: All changes to your account terms including changes to fees will be effective on **Saturday, April 18**.

DEPOSIT ACCOUNT AGREEMENT

This agreement describes the basic terms governing your deposit account at TruNorth Bank and replaces any prior Deposit Account Agreements that you may have received. We encourage you to read this Agreement in its entirety; however, highlighted sections are of particular importance.

DETERMINING YOUR AVAILABLE BALANCE

This section describes how the Bank determines your available balance.

OVERDRAFTS INSUFFICIENT, UNCOLLECTED AND RETURNED ITEMS

This section describes our policy for overdraft, insufficient, uncollected and returned items.

PAYMENT OF ITEMS

This section describes our policy for how we process items drawn on your account.

STOP PAYMENTS

This section describes our policy for stopping payments on checks.

INFORMATION DISPUTE RESOLUTION - NOTICE AND OPPORTUNITY TO CURE

This section describes the process for resolving general disputes with the Bank.

ONE-YEAR LIMITATION ON BRINGING ACTIONS

This section notes the limitation on bringing action against the Bank.

FUNDS AVAILABILITY POLICY

This section describes our policy for making funds available to you and applies to all deposit accounts. Please review this highlighted section carefully as there are important changes that affect your current terms.

ELECTRONIC FUNDS TRANSFERS: YOUR RIGHTS AND RESPONSIBILITIES

This disclosure applies to any electronic funds transfer (EFT) service that you receive from us related to an account established primarily for personal, family or household purposes. Please review this highlighted section carefully as there are important changes that affect your current terms.

FEE SCHEDULE

While many of our fees remain the same, some will change or be eliminated. Please refer to the enclosed list of updated fees.

In addition, fees related to Account Overdrafts - Insufficient/Uncollected Funds (per item paid or returned) are no longer subject to a limit of \$140 per day. Please refer to the Notice of Fee Updates on page 20 of this guide for additional information on fees. For **consumer accounts**, please also refer to "What you need to know about overdrafts and overdraft fees" on page 19 for more information and changes to daily limits.

PRIVACY NOTICE

This notice describes how we collect, share, and protect your personal information.



PRODUCTS & ACCOUNT DISCLOSURES DEPOSIT ACCOUNT AGREEMENT

Enclosed herein are the terms and conditions of your deposit account. “Bank,” “we,” and “us” mean TruNorth Bank and its successors and assigns. “Account owner,” “you,” and “your” mean each account owner and anyone else with authority to deposit, withdraw, or exercise control over an account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

By opening and maintaining an account with the Bank, you agree to the provisions of this agreement. This agreement describes the basic terms governing the deposit accounts you may maintain at the Bank. You should read this agreement thoroughly and keep a copy for your records. This agreement may be amended from time to time to reflect new products and practices and remove those no longer offered. We will give you notice of amendments as required by applicable law. If you receive notice of amendments to this agreement, continued use of the account and features will be interpreted as acceptance. Transaction accounts may consist of a checking sub account and a savings sub account. The bank may periodically transfer funds between these two sub accounts. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The savings sub account will be governed by the rules of our other savings accounts. We may close this account at any time, without prior notice, if where we, in our sole discretion, note any unusual or excessive patterns or activities including, but not limited to, the use of the account in an illicit, exploitative or abusive manner. If your account is closed by us, we will deliver the account balance either personally or by mail. We are not liable for any damages or liabilities resulting from the termination of an account relationship.

The laws of the Commonwealth of Massachusetts, federal law, and applicable laws of the state in which you opened your account(s) apply to this agreement and your account(s) with us. In addition to the rights set forth in this agreement,

both you and we have rights granted by applicable law. We may choose not to enforce our rights under this agreement or under applicable law without forfeiting any future rights. We may release any other person obligated under this agreement without affecting your responsibilities under this agreement. Your responsibilities under this agreement are unaffected by the liability of any other person.

If any term or condition under this agreement is changed by applicable law or declared invalid by order of a court, the remaining terms and conditions will not be affected. This agreement will be interpreted as if the invalid term had not been included. You agree to indemnify and hold the Bank harmless from and against any and all losses, liabilities, penalties, damages, costs, expenses (including, but not limited to, attorney’s fees and court costs) or other harm or injury that we may incur as a result of any claim asserted against us by any third party arising out of any action at any time taken or omitted to be taken by: (i) you under or in connection with this agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with this agreement or any other agreement which you enter into with us; or (ii) us in reliance upon any certification, evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information or order which you provide to us. This indemnification does not apply to claims that you may assert against us, or to any amounts we are obligated to pay you under the terms of this agreement or applicable law.

We will comply with any subpoena, restraining order, writ of attachment, garnishment or other legal action relating to your account. In complying with such action, we may freeze the assets of your account until a final court determination of the legal action. You agree that the Bank will not be liable where there are insufficient funds to pay items due to our compliance with legal action. In acting in accordance with legal action, we may incur expenses which, without limitation, may be charged against your account. Early withdrawal penalties may be imposed in instances where

compliance with legal action is executed on a time account, even where such withdrawal is involuntary. You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

Part I. General Rules Governing Deposit Accounts

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.

ACCOUNT NOT TRANSFERRABLE OR ASSIGNABLE

Your account may not be transferred or assigned to any other person or entity without our prior written consent.

DEPOSITS

We will usually give you provisional credit for items deposited into your account, other than cash. Transactions received after our "daily cutoff time" on a business day or received on a non-business day will be recorded on the next business day. We may delay or refuse to give you provisional credit if we believe, in our discretion, that your item will not be paid. We will reverse any provisional credit we have given for an item deposited into your account if we do not receive final credit for that item and charge you a fee (see Fee Schedule). We will determine when final credit is received for any item. Please read the Funds Availability Policy below for a detailed discussion of how and when we make funds available to you. We will accept certain items like foreign checks and bond coupons for collection only. Items for collection only will not receive credit (provisional or otherwise), and you may not withdraw funds against any of these items until we receive final credit from the person responsible for paying them. Items sent for collection will be credited to your account in U.S. dollars, with the amount of U.S. dollars credited calculated using our applicable exchange rate that is in effect on the date of collection and not when the item is presented to us for collection. The

Funds Availability Policy does not apply to items we have accepted for collection only.

The Bank may, unless prohibited by applicable law, require more than one form of identification before permitting withdrawals or opening an account. There are also instances in which the Bank reserves the right not to accept a check for deposit or cash even though one or more forms of identification are provided.

Endorsements – You must sign (endorse) a check that you cash or deposit as set forth below. We may endorse any check that does not have an endorsement for you or treat the check as if you had endorsed it. Also, any check deposited into your account that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it. Federal law requires that you endorse a check in the area on the back of the check that extends 1-1/2 inches from the trailing edge. The trailing edge is the left side of the check looking at it from the front. If a check contains any printing, writing, or other material on the back outside that area, that material could cause delays in processing and returning the check. If you fail to endorse your check properly and we suffer a loss, you agree to pay that amount to us.

Direct Deposit – If you have direct deposit, you agree that if a direct deposit must be returned for any reason, you authorize us to deduct the amount from the account, or any other account you may have with us, without prior notice and at any time. We may also seek any other legal remedy permitted by law to recover the amount of our liability. Additionally, pre-authorized credits received by ACH may be credited up to one business day before the originally scheduled posting date. We are not liable for any loss or injury in the event that we do not receive preauthorized credit or that the items are not deposited into your account early.

WITHDRAWALS FROM YOUR ACCOUNT

We reserve the right to pay any withdrawal by check instead of cash. We may require you to provide us with identification that is in a form satisfactory to us and any other documentation, such as a check or withdrawal slip.

You may make withdrawals from your account up to the available balance in your account. Any account owner or authorized person on the account has the authority to make withdrawals or transfer any or all of the account balance at any time.

Checks and other account documents you use must be on forms obtained through or approved by us. We are not responsible for losses that result from improper printing on documents we do not approve. You agree to use care in safeguarding unsigned checks on your account against theft or misuse. You agree to tell us immediately if any checks are lost, missing, destroyed or otherwise unaccounted. We are not responsible for any losses that may result if you fail to notify us, except to the extent otherwise required by applicable law. We process checks by automated means. You agree that we do not fail to exercise ordinary care by using automated means to process your checks. You further agree that we do not fail to exercise ordinary care if we pay a check that was altered or forged in such a manner that a reasonable person would not be able to detect the alteration or forgery. Due to the manner in which we process checks, we are not bound by any special instructions written on your checks unless we have agreed in writing to the restriction. You agree to hold us harmless for any losses, claims, damages or expenses that result from your placement of special instructions or restrictions on your checks. We may charge a fee for anyone that does not have an account with us who is cashing a check or draft drawn on your account. Additionally, we may require reasonable identification to cash such a check. It is within our discretion to determine what identification is reasonable under the circumstances.

Postdated Checks – Our check processing equipment is unable to detect postdated checks. We may, without inquiry or liability, pay a postdated check even though payment was made before the date of the check. If you do not want us to pay a postdated check, you must place a stop payment order on the check in the manner we have described elsewhere in this agreement.

Stale Checks – We may in our sole discretion, pay or dishonor a check that is drawn on your account and is presented to us more than six months after its date, unless it is a certified check. We will make this decision without notice to you. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check in the manner we have described elsewhere in this agreement.

Substitute Checks – To make check processing faster, federal law permits financial institutions 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 an original check. Some or all of the checks that you receive back from us may be substitute check(s).

DETERMINING YOUR AVAILABLE BALANCE

We use the “available balance” method to determine whether your account is overdrawn, has insufficient funds, or funds not yet available, that is, whether there is enough money in your account to pay for a transaction. Importantly, your “available” balance may not be the same as your account’s “current” balance. This means an overdraft, insufficient funds, or uncollected transaction could occur regardless of your account’s current balance.

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

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

OVERDRAFTS, INSUFFICIENT, UNCOLLECTED AND RETURNED ITEMS

It is important for you to keep track of funds in your account that are available for your use. It is your responsibility to avoid overdrawing your account. If we determine that your account has insufficient or unavailable funds to pay an item, we may, at our discretion and without prior notice to you, return or pay the item and create an overdraft in your account. Checks and other transactions made using your checking or savings account number, including automatic bill payments and preauthorized transfers, may be presented more than once in the event there are insufficient funds available at the time the item is presented. An overdraft, uncollected or insufficient funds fee may be assessed the first time an item is presented for payment.

Please see our Fee Schedule for specific fees associated with these services. If we pay the check or other debit, you are responsible and must pay back the negative balance immediately.

Unless you provide us with your prior affirmative consent, we will not authorize and pay overdrafts for any ATM and one-time debit card transactions. If you provide your consent, we reserve the right on a case-by-case basis to authorize and pay, at our discretion, such ATM and one-time debit card item and charge you an overdraft fee.

If you do not wish for the bank to consider any overdraft items for payment, you may opt out of such coverage (but you may still be charged for a returned item). Please call our Customer Care Center or visit any office to opt out of complete overdraft coverage.

PAYMENT OF ITEMS

To assist you in handling your account with us, we are providing you with the following information regarding how we process items. When processing items drawn on your account our policy is to pay items in the order they are received. 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 (insufficient funds charge – paid) or return the item (insufficient funds charge - returned). An uncollected fee may be imposed for items presented against unavailable or uncollected funds. The amounts of the overdraft, insufficient funds and uncollected fees are disclosed separately in our Fee Schedule. The categories of transactions for which an overdraft, uncollected or insufficient funds fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means. The amount of any overdrafts, insufficient funds, uncollected fees and ATM/POS/Debit transactions overdraft charge(s) that you owe us shall be due and payable upon demand. We encourage you to keep careful records and practice good account management. This will help you avoid writing checks or drafts, initiating ATM/POS withdrawals and debit card transactions without sufficient funds and incurring the resulting fees.

MASSACHUSETTS 18-65 ACCOUNTS

If you qualify for the minor or senior citizen fee exemption under Massachusetts General Laws Chapter 167D, it is your responsibility to notify us so we may administer your account accordingly. These accounts are not charged a service or maintenance fee, have no minimum balance requirement, and do not incur charges for a check, deposit

or withdrawal. Additionally, there is no fee for an initial order or refills of our basic line of checks. In accordance with the law, we may charge for other services such as wire transfers, stop payment orders, certified or bank checks, money orders, deposited items returned, and a reasonable insufficient funds fee when your account is overdrawn. See our published Fee Schedule for a list of other related fees that may be imposed. Fees assessed are based on primary account holder eligibility.

FORMS OF ACCOUNT OWNERSHIP AND CERTAIN ACCOUNT TYPES

Individual Account – If you establish an individual account, you are the sole owner of the account.

Joint Account- With Survivorship and Not as Tenants in Common – When two or more persons are listed as owners of an account, each of the owners has an undivided interest in the account; so that, each person has the right to withdraw from the account and upon the death of one joint owner, the balance in the account belongs to the surviving account owner(s).

Revocable Trust Account – One or two of you (called grantors) may create such an account in trust for another (called a “beneficiary”) by giving control of the account to a “trustee”. Payments may be made to the beneficiary, or if there are two beneficiaries, to either or both of the beneficiaries. Since the trust is “revocable”, the grantor(s) may close or change the account at any time.

Generally, if you create such an account, the beneficiary cannot withdraw unless: (1) the person creating the account dies, and (2) the beneficiary is then living. The person creating this account type generally reserves the right to: (1) change the beneficiary, (2) change account types, and (3) withdraw all or part of the account funds at any time. That person’s legal representative has the aforementioned powers if they are a minor or incapable.

Irrevocable Trust Account – An Irrevocable Trust Account operates similarly to the Revocable Trust Account, with the exception that generally, the grantor(s) have no right to the account and may not change or close the account after it is opened. Irrevocable Trust accounts are not accepted without prior legal review.

Unwritten Trust Accounts – These are also referred to as a Totten Trust or Payable on Death Account (“P.O.D.”). An unwritten trust account may be set up with one or two trustees and one beneficiary. The trustees have legal title to the money and if more than one, either trustee or

the surviving trustee may withdraw funds and transact business on the account. Until the death of all trustees, the beneficiary has no right to withdraw funds from the account. Under the FDIC insurance rules, to qualify as an eligible beneficiary, the beneficiary must be a living person, a charity or a non-profit organization. If a charity or non-profit organization is named a beneficiary, it must qualify as such under the Internal Revenue Service (IRS) regulations. You may close the account, remove or change a beneficiary, change the account type or ownership and withdraw all or part of the funds in that account.

Power of Attorney – A power of attorney (or durable power of attorney) is a legal document where one person (the owner) gives a second person (the attorney-in-fact) the power to act on the owner's behalf. If you, as attorney-in-fact, are opening the account or adding your name to an existing account as an authorized signer under a power of attorney, you can manage the funds in the account as prescribed by law and in the power of attorney. You must provide the Bank with a current and signed copy of the power of attorney as well as any certification required by the Bank regarding the power of attorney's effectiveness. The owner of the account may also withdraw funds from the account if he/she has also signed the signature card for the account. The power of attorney will end as provided by law, that is, when the owner terminates the power, dies, has a conservator appointed or becomes incompetent (unless the power of attorney directs otherwise as provided by law). The Bank is not responsible for the use made of the funds by you as attorney-in-fact or by another acting as your attorney-in-fact. The Bank reserves the right to review any power of attorney before acceptance. The Bank reserves the right to confirm the validity of such a document before allowing a transaction to occur. The Bank also reserves the right, in its sole discretion, not to accept withdrawal or other requests which utilize a power of attorney. The Bank reserves the right to require the attorney-in-fact to supply their full legal name, address, date of birth, taxpayer identification number and appropriate identification before honoring any power of attorney.

Uniform Transfers to Minors Account – A Uniform Transfers to Minors Act (UTMA) account is governed by the Uniform Transfers to Minors Act of the state where the account is opened. All funds deposited in the account by you, as custodian, irrevocably become the property of the minor, but are to be managed for the minor's benefit by the custodian until the minor reaches the age of 21, or 18 depending on applicable state law, at which time the custodian is responsible for distributing the funds to the minor. Only one custodian (who must be 21 or older) and

one minor are allowed per account. Only the custodian may transact business on this account and the Bank is under no duty to inquire into the circumstances of withdrawals signed by the custodian. The custodian may deposit or invest funds in any type of bank account. The minor has no right to withdraw funds from the account, only the custodian. The law imposes certain fiduciary and record keeping obligations on an UTMA account custodian and requires that interest earnings be reported to the IRS under the minor's Social Security number. If you are not certain whether an UTMA account is the right choice, we strongly urge you to first seek professional legal, tax, investment and/or estate planning advice.

Fiduciary Accounts – An account may be opened by a person acting in a fiduciary capacity for another person. This account may be opened and maintained by a trustee under a written trust agreement, or as personal representatives, executors, administrators or conservators under a court order. In opening such an account, we are not obligated to monitor or enforce the terms of the trust or the court orders.

Health Savings Accounts (HSA) – For your convenience, we permit you to take distributions from your HSA by check. This feature, such as getting additional cash back on an HSA checking transaction, can raise a variety of tax concerns. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to the HSA comply with applicable law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this agreement are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

ACCOUNTS OPENING ON BEHALF OF AN ENTITY

In opening an account on behalf of an entity, organization or association, you are asserting to us that you have the required authority to transact such business. When you open such account with us, we may require documentation showing that you are authorized to transact business on behalf of the entity or organization. We will rely on such authorization until we receive written notification of a change in authority. This notification may be required to come directly from the governing body of the entity.

STOP PAYMENTS

At your request and risk, we will accept a stop payment request for any check payable on your account for a fee. You agree that, if an account is in the name of more than one person, any one of those persons may ask that any check payable from the account be stopped, even though the check was drawn by one of the other account owners. To be effective, a stop payment request must be received in a timely manner so as to give the Bank a reasonable opportunity to act on it and must precisely identify the account number, check number, date and amount of the item and the payee. You must also give us any other information we reasonably require to allow us to identify you and the check you want stopped. If you fail to do so, we will have no liability for failure to honor your stop payment request. Such requests may be oral or written. Oral stop payment requests may be given by telephone subject to reasonable verification. Both written and oral stop payment requests are valid for six months unless you rescind your request in writing prior to the expiration of the six-month period. The bank has no obligation to notify you when a stop payment expires. A release of a stop payment request must be made only by the person who initiated the stop payment order. You may renew your request for stop payment by requesting to do so in writing prior to the expiration of the six-month period. If your original stop payment order was oral, we will send you a verification form within 10 days. The verification will contain the information you told us verbally. If the information is not correct you must notify us immediately. We will not be liable for failing to honor a stop-payment request if we did not have a reasonable time to act on it, or if our failure to stop payment causes some checks or other debits to be dishonored by us due to insufficient funds.

STATEMENTS

Your Responsibility to Review – You agree to carefully review your account statement or passbook transaction activity within 30 days after we send you, or otherwise make available to you, your account statement and notify us of any errors or unauthorized activity. You further agree that failure to report an unauthorized signature, alteration or forgery, or any other error, within 60 days of when we first send, or otherwise make the statement available to you, precludes you from asserting a claim against us for any errors identified on your statement. Failure to notify the Bank within 60 days will result in any loss or injury suffered being entirely yours.

Electronic Fund Transfers – For information regarding errors and error resolution relating to Electronic Fund Transfers, see Part III below entitled Electronic Funds Transfers: Your Rights and Responsibilities.

Check Storage and Copies – You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

UNCLAIMED PROPERTY

The law establishes procedures under which unclaimed property must be surrendered to the state in which the account was opened. We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts, it will be disclosed to you on our separate Fee Schedule. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

RIGHT OF SET-OFF

Unless prohibited by law, we may take any funds in any of your accounts to pay any debt, (including, without limitation, any account charges and/or attorneys' fees) you owe us. This is called the right of set-off and applies to all funds of yours in our possession, now or in the future. We may exercise this right without providing any notice or without going through any legal processes or court proceedings.

If this is a joint account, the right applies to deposits of each co-owner to pay the debts owed to us by any or all of you. Likewise, we may withdraw money from an account owned by only one person and apply it to reduce the joint debt of that person and another. The right of set-off does not apply if prohibited by law, such as where the account is, for example, a custodian account, trust account, IRA or Keogh Account or a Health Savings Account. We also have a right to place a hold on funds in your account if we have a claim against you or pending exercise of our right of set-off. If we place a hold on your account, you may not withdraw funds from the account, and we can refuse to pay checks or other items drawn on the account. You agree to hold the Bank harmless from any claim arising as a result of our exercising our right of set-off or placing a hold on your account. Applicable early withdrawal penalties may still be imposed in instances where an involuntary withdrawal is made on your account. This may apply where we exercise our right of set-off against funds deposited in a time account.

INFORMAL DISPUTE RESOLUTION - NOTICE AND OPPORTUNITY TO CURE

We hope that neither party has a dispute with the other party. In the event, that a dispute does arise, before filing or joining any lawsuit or initiating arbitration concerning a dispute arising from or relating to your account or any bank product or service, you and the Bank agree to provide the other party with a written notice of the dispute ("Notice"). This applies to any conduct, fee, claim, breach or duty accruing before or after the effective date of this agreement. The Notice must be made in writing, signed by the party providing Notice, and with detailed explanation of the factual basis for any alleged claim including:

- Full name and contact information of the party giving the Notice, a description of the nature and basis of the dispute of claim (including the date and amount of any specific charge or fee), the specific relief sought, and any relevant account information or documentation.
- The Notice address is the address associated with your account at the time of the notice. There may be only one designated notice address under this informal dispute-resolution at any one time. If we provide notice to you in connection with this informal dispute-resolution process, the notice will be considered to have been given to you when it is mailed to your address by first-class mail or when it is actually delivered to your address (or via online portal or email) if sent by other means.

- Any notice you provide to us shall be given by delivering or by mailing the notice by first-class mail to the following: Legal Department, PO Box 351 Easthampton, MA 01027, as designated in this Agreement and Notice will be considered given when the Notice is actually received.

After notice is received, the receiving party shall have sixty (60) days to investigate and respond to the claims in good faith. During this period, both parties agree to make reasonable efforts to resolve the dispute through informal negotiations. After the 60-day period for reasonable notice is complete, if the other party has not yet taken corrective action, this informal dispute resolution process is not complete until the party providing notice has spoken to the other party at least once either on the telephone or in person through the contact information provided herein (for us) or associated with the account (for you).

If either side makes three unsuccessful attempts at oral contact without success, and can document those attempts, and if the dispute remains unresolved despite compliance with the requirements of the informal dispute-resolution process herein, then the obligations of this informal dispute resolution process have been met. If any notice required by this informal dispute-resolution process is also required under applicable law, the applicable law requirement will satisfy the corresponding notice requirement under this informal dispute-resolution process.

Either party shall have the right (but not the obligation) to request that a court determine whether the other party has complied with this Informal Dispute Resolution Process. If either party makes a settlement offer in connection with this Informal Dispute Resolution Process, and the other party rejects that offer and pursues litigation in the relevant forum, then if the rejecting party obtains relief less than or equal to the settlement offer, the offering party shall be entitled to reasonable attorneys' fees (if any), to the extent allowed by law. If the dispute is not resolved within the notice period, either party may proceed with litigation or arbitration as applicable.

This clause is a condition precedent to the initiation of any legal proceeding. Failure to comply may result in a stay or dismissal of the action.

ONE-YEAR LIMITATION ON BRINGING ACTIONS

An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your account, safe deposit box, or any other

account service must be commenced within one year after the cause of action accrues for all claims accruing after the effective date of this agreement.

INDEMNITY

To the extent permitted by applicable law, you agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities that we may incur by reason of responding to, or initiating, any legal action including any interpleader action we commence involving you or your account with us. As part of that indemnity, in the event that we incur liability to a creditor of yours as a result of our response or failure to respond to a legal action, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us for any expense, attorneys' fees, or other costs we may incur in collecting the amount from you. We may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of the persons making adverse claims to your account with us. We may exercise the right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting a bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations respecting any account or matter which relates to such action.

LIABILITY

You accept liability for all fees in accordance with this agreement. Furthermore, you accept liability for costs and reasonable attorneys' fees incurred by us or on our behalf in connection with any dispute involving your account. At our option, all such fees and costs may be settled in accordance with our right of set-off as described above.

WAIVER OF RIGHTS BY THE BANK

We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to other customers or to enforce any of our rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement.

FACSIMILE SIGNATURES

We may in our sole discretion allow you to use a facsimile signature on any check drawn on your account. You

authorize us to accept and pay any check bearing or purporting to bear your facsimile signature as though you had signed your own name to the check, regardless of how the facsimile signature came to be placed on the check or to whom it is drawn or made payable. You agree to assume full responsibility for the payment of any check bearing your facsimile signature or a signature closely resembling your facsimile signature. You agree to notify us immediately if you suspect that your facsimile signature is being misused or used in a fraudulent manner.

CREDIT VERIFICATION

We may verify your credit and employment history. You agree that we may obtain said verification through a variety of means. In verifying your credit, we may order a credit report prepared by a credit reporting agency in accordance with applicable law.

DEATH OR INCOMPETENCE

Please notify us immediately if any account owner dies or is declared incompetent by a court. Until we receive notice otherwise, we may act as if all owners, signers and other people are alive and competent. After we receive notice of death or incompetence, we may freeze the account, refuse to accept transactions, and reverse or return deposits to the account. We are also not required to release funds in the account until we receive any documents we reasonably request to verify the death or incompetence, as well as who is entitled to the funds. If we have any tax liability because of paying funds in an account to you or your estate, you or your estate will be responsible for repaying us the amount of that tax. Even after we receive notice, we may pay checks or other items authorized by you before your death or declared incompetence for such period of time permitted under applicable law. If an account owner owes us a debt at the time of death, we may, unless prohibited by law, exercise our right of set-off (our right to apply funds in one account to the debt associated with another) or security interest rights against the account after the owner's death or declaration of incompetence. We have these rights even if a surviving joint owner, or a beneficiary of an "In Trust For" or "Trustee For" account has rights to the account.

SECURITY

You have the responsibility of safeguarding all blank checks, access devices, account numbers and access codes related to your account. Your account number may be used to access your account in a variety of ways that could lead to

fraudulent charges that appear legitimate. If you give your Debit Card or other access device to a friend or family member and authorize them to complete a transaction on your account, you are liable for all subsequent transactions they make, even if it exceeds the authority, unless you notify us that transactions by that individual are no longer authorized. Taking steps to safeguard these materials and information will help protect you from losses. You agree that the Bank will not be liable for losses incurred as a result of your negligent safeguarding. In the event of a forgery, alteration or other unauthorized withdrawal, you agree to cooperate with any investigation we may conduct. You agree that you may be required to submit an affidavit attesting to the information we may so require. In the event of criminal activity, we will notify law enforcement. You agree that you will not waive any rights to recover against anyone obligated for a loss and that you will pursue your rights or assign them to us at our option. Our liability will be proportionately reduced by any amounts you collect or are entitled to collect from other sources.

TELEPHONE INSTRUCTIONS

We may act upon instructions you give us via facsimile, telephone or voicemail, however, absent an agreement in writing, we are under no obligation to do so.

TELEPHONE RECORDING

For quality control, customer service, and employee training purposes, your telephone call to our Customer Care Center may be recorded.

CHANGING YOUR NAME OR ADDRESS

It is important that you notify us in writing of any changes to your name or address. Having your current address enables us to communicate with you via mail when we need to and ensures that you receive all important notices from us. Informing us of a change in name enables us to better monitor your account for fraud and other unauthorized activity. You agree to notify us in writing of any change in your name or address. Written notification must be provided by at least one of the account holders. If applicable, you agree to notify us of a change in your email address.

ADMINISTRATIVE HOLDS AND ACCOUNT DISPUTES

If we become aware of a dispute or adverse claim concerning funds in your account, we may place an

administrative hold on funds in your account. The hold may be active on the account for as long as reasonably necessary to allow a legal proceeding to determine the rights or merits or until we receive satisfactory evidence that the dispute has been resolved.

ACH AND WIRE TRANSFERS

When initiating an ACH or wire transfer, we may rely on any identifying number provided even if it identifies a financial institution or account other than the one named. You agree to be bound by automated clearing house association rules. Any credit afforded to you prior to final settlement through a Federal Reserve Bank is provisional. If we do not receive final payment, you will be required to refund us any amount paid to you. If your account receives incoming ACH transactions or wire transfers initiated from outside of the United States, both you and we are subject to the Operating Rules and Guidelines of the National Automated Clearing House Association or the rules of any wire transfer system involved, and the laws enforced by the Office of Foreign Assets Control. In obeying these rules and laws, we may temporarily suspend processing of a transaction for greater scrutiny or verification. If we receive a payment order to credit 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. We may impose a fee as disclosed on our Fee Schedule for any domestic or international incoming wire transfers.

Part II. Funds Availability Policy

Information contained in this section applies to all deposit accounts. Our general policy is to make funds available to you on the following basis. We intend to make cash and check deposits available to you immediately on the day we receive your deposits. Similarly, electronic direct deposits will also be available to you on the day we receive the deposit. When funds are available to you, you may withdraw them in cash, and we may use them to pay checks that you have written.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks that you deposit that are returned to us unpaid and, subject to applicable law, for any other issues involving your deposit. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited them. If we accept for deposit

a check that is drawn on another bank, we may make the funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in this account or another account with us. The funds in the other account would then not be available for withdrawal until the applicable time periods that are described elsewhere in this disclosure for the type of check that you deposited.

A business day is any day other than Saturday, Sunday or a federal holiday. From opening to close, our branches operate on a single business day. If you make a deposit on a non-business day, or at one of our ATMs after 7:00 P.M. on a business day, or at one of our ATMs on a day we are not open, or by wire transfer after 4:30 P.M., we will treat the deposit as though it were made on the next business day that we are open. Funds deposited at one of our ATMs will be made available the next business day after the deposit is made. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the same day of your deposit as set forth above. We call these case-by-case delays. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will be made available immediately. If we are not going to make all the funds from your deposit available on the day of your deposit, we will notify you to the extent possible at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you notice by the next business day after we receive your deposit. If you will need funds from the deposit right away, you should ask us when the funds will be available. In addition, in the case of an exception hold, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$6,725 on any one day;
- You redeposit a check that has been previously returned unpaid;
- You have overdrawn your account repeatedly in the last 6 months; or

- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules may apply during the first thirty (30) days your account is open. If the 30th day does not fall on a business day, these special rules may apply through the first business day after the 30th day. Funds from electronic direct deposits to your account, wire transfers and cash deposits made in person to one of our employees will be available on the same day we receive the deposit. Funds from deposits of the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the 1st business day after the day of your deposit if the deposit meets certain conditions. If your deposit of these checks, other than a U.S. Treasury check, is not made in person to one of our employees, then the first \$6,725 may not be available until the 2nd business day after the day of your deposit. The excess over \$6,725 will be available no later than the 9th business day after the day of your deposit. Funds from all other check deposits may not be available until the 11th business day after the day of your deposit.

Part III. Electronic Fund Transfers: Your Rights and Responsibilities

An Electronic Fund Transfer (EFT) is a transfer of your funds at our Bank which is initiated electronically, for example, by telephone, computer, internet access device, ATM or POS terminal. This disclosure applies to any EFT service that you receive from us related to an account established primarily for personal, family or household purposes. Please read this disclosure carefully as it tells you of your rights and obligations for EFT transactions. You should retain a copy of this notice for future reference. The types of EFTs we are currently capable of handling are detailed below. Please note, not all methods may be applicable to your particular account.

DEFINITION OF BUSINESS DAY

Business days are Monday through Friday excluding holidays.

DIRECT DEPOSIT

You may arrange for the direct deposit to your account of Social Security Administration benefits or other deposits, such as payroll, that we allow to be deposited directly to your account electronically, including through the computer or internet access device.

PREAUTHORIZED ELECTRONIC BILL PAY

For reoccurring payments, you may arrange to have a preauthorized debit made from your designated account using your card.

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

ELECTRONIC RETURNED CHECK CHARGE

You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

TELEPHONE BANKING

Using a telephone, you may access your account by calling 1-877-251-6222 and use your personal identification number (PIN) and your account number to:

- Transfer funds from and between checking, statement savings and money market accounts.
- Make payments on consumer loans, home mortgage loans, and home equity loans that you have with us.

Additionally, you may use telephone banking to get information about the account balance and this month's or last month's transactions of your checking, statement savings, or money market account(s). You may change your PIN via the telephone. Telephone banking is available 24 hours a day, 7 days a week.

ONLINE BANKING AND MOBILE BANKING COMPUTER TRANSFERS

We offer online banking which may be accessed by a computer with internet access using a user ID and password. We also offer mobile banking by use of a mobile device with internet access and with the capabilities to support the downloadable mobile banking application. These services may be used to transfer funds from and between checking, statement savings, money market and some passbook

accounts and from Reserve Credit and/or Home Equity Line of Credit (HELOC) to checking, statement savings or money market accounts. Online and mobile banking may also be used to make payments to loan accounts held by us or make payments to third parties. You may also access information regarding account balances and other account services. Applicable data charges from your mobile carrier may apply.

PERSON-TO-PERSON TRANSFERS

We allow you to make transfers from your account to another customer's account held at the Bank. You may make a transfer from your checking, money market, statement savings account or some passbook savings accounts to another customer's checking, money market, statement savings or passbook savings account.

BANK-TO-BANK TRANSFERS

You may make transfers to or from your checking, money market, statement savings and some passbook accounts held at the Bank and at another financial institution. These types of transfers are completed using ACH debit and credits. Accounts maintained at the other institution must be held in your name and be either a checking or statement savings type account. Transfers between your accounts at another financial institution will generally be received no more than two (2) business days following the scheduled processing date. For new customers only, this service may not be available until the 61st business day after the account has been opened.

ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES

You may authorize a third party to initiate an Electronic Fund Transfer (EFT) between your account and the third party's account. Such transfers include, but are not limited to, preauthorized credit and payments, electronic check conversion, and electronic returned check charge. You may arrange to have payments or credits made from certain accounts automatically on a recurring basis or as a one-time occurrence. Some point-of-purchase terminals may provide you the option of initiating a one-time automatic debit from your account by authorizing the merchant to obtain the necessary information from a check drawn on your deposit account. A check used in this way is treated as an EFT and is not a negotiable instrument in its own right. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You should provide your account information to trusted third parties only.

LIMITATIONS

Debit Card, Online Banking and Mobile Banking Computer Transfers, Person to Person Transfers, Bank to Bank Transfers and EFTs Initiated by Third Parties are subject to the following limitations:

- Daily limits apply for withdrawals from your Debit Card and point of sale purchases;
- All transfers, withdrawals, and purchases are subject to your available account balance; and
- Other limitations may be imposed by us or third parties for security reasons.

You may opt to impose a lower dollar amount limitation with respect to cash withdrawals via Debit Card. You may limit such amount to \$50 per day or some other amount acceptable to us. We do not require you to maintain a minimum balance as a condition of using an access device to complete a transfer, however, a minimum account balance may be required to avoid an imposition of fees. See our separate Fee Schedule for more information regarding fees.

ATM TRANSACTION TYPES

You may use your card within the networks identified on your card and at such other facilities as we may designate from time to time. For security reasons, there are limits on the number of ATM transfers you may make. Additionally, some services may not be available at all terminals. You may access linked accounts by ATM using your Debit Card and PIN to:

- Make deposits to checking, statement savings and money market accounts;
- Get cash withdrawals and/or transfer funds from and between checking, statement savings and money market accounts;
- Get information about the account balance(s) of your checking, statement savings and money market accounts;
- You may change your PIN

DEBIT CARD POINT OF SALE TRANSACTIONS

You may use your Debit Card to purchase goods and services or get cash from a merchant or other financial institution that accepts VISA® or Mastercard® branded Debit Cards or in any method they allow. Debit Cards may be used in person, on the phone or online.

AUTOMATIC BILLING UPDATER NOTICE OF RIGHT TO OPT OUT

Your Debit card will be automatically enrolled in the free Automatic Billing Updater (ABU) service. ABU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if you report that your card has been lost or stolen. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, mail us notice of your intention to opt out at TruNorth Bank, Attn: Operations, P.O. Box 6165, Peabody, MA 01961-6165. You must include your name, address, last four digits of your card number and signature. If you opt out, you cannot opt back in at a later time.

CHARGES FOR ELECTRONIC FUNDS TRANSFERS

Any charge to use your Debit Card is disclosed on our separate Fee Schedule.

FOREIGN TRANSACTIONS ON YOUR DEBIT CARD

Purchases and cash withdrawals made, processed or cleared in a foreign country or in foreign currencies will be charged a foreign transaction fee. You will be charged the foreign transaction fee even if the currency used is U.S. dollars. This includes, for example, transactions that are processed or cleared outside the United States and U.S. Territories as well as online or phone purchases from foreign merchants. When a foreign currency conversion occurs, your purchase or cash withdrawal will be converted to U.S. Dollars at the rate that exists on the date of exchanges as determined by the foreign bank in accordance with applicable network operating rules or other applicable operating rules for international transactions. The conversion rate may not be the same as on the transaction date. We do not have any control over the exchange rate, the date or the place of the exchange. We also do not have any control over any conversion fee that may be charged by a card association or network.

FEES

We do not charge for direct deposits into your account, nor do we charge for preauthorized payments from your account. For additional information about Online Banking, Mobile Banking and other fees, see our separate Fee Schedule. ATMs that we do not own or operate may impose a fee to withdraw funds, complete transfers, or even

view available balances. We do not have any control or authority over fees charged for ATMs not owned by us. The Bank is not responsible for surcharges or fees imposed by any other banks, ATM operators or any networks.

ILLEGAL USE PROHIBITED

You agree not to use your Debit Card for illegal purposes, including unlawful internet gambling, as restricted by the Unlawful Internet Gambling Enforcement Act. Furthermore, business accounts may not process internet gambling transactions even if otherwise lawful.

TERMINATION

The EFT agreement may be terminated by either party providing written notice to the other.

DOCUMENTATION

Account statements and receipts – You have a right to receive certain types of documentation and information concerning EFTs. You will get a monthly account statement unless you have a Passbook Savings type account (see the Special Rule for Passbook Savings type accounts below). You may get a written acknowledgment at the time you make a transaction through an ATM or POS terminal, unless the ATM or POS terminal is not working properly. The acknowledgement will show certain information such as the amount of your transaction, the type of the transaction and the date of the transaction.

Direct Deposits – You can arrange to have direct deposits made to your account on a regular basis from the same person or organization. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or organization, you may call us at 1-978-573-1300 to find out whether or not the deposit has been made.

Special Rule for Passbook Savings type accounts – You will not receive a monthly statement for a Passbook Savings type account. However, if you bring your passbook to us, we will record any direct deposits to the account since the last time you brought in your passbook.

PREAUTHORIZED PAYMENTS

Stop Payment – If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at 1-978-573-1300 or writing us at:

TruNorth Bank

PO Box 6165

Peabody, MA 01961-6165

Please notify us in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and send it to us at an address we specify within 14 days after you call. If we require you to put your request in writing and send it to us within 14 days and you do not do so, then your oral stop payment request will cease 14 days after it has been made and we may thereafter make the payment if it is demanded by the particular person or organization involved. Refer to our Fee Schedule for the amount we will charge you for each stop payment order you give us.

Notice of Varying Amounts – If regular preauthorized payments out of your account may vary in amount, the person or organization you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. You may ask the person or organization you are going to pay to give you this notice only when the payment would differ by more than a certain amount from the prior payment or when the amount would fall outside certain limits that you set. We will not be liable if the person or organization you are going to pay fails to give you notice of varying amounts.

Liability for Failure to Stop Payment of Preauthorized Payments – If you ask us to stop a regular preauthorized payment out of your account three (3) business days or more before the transfer is scheduled by giving us a proper stop payment request, then if we do not follow your request to stop payment, we will be liable for certain types of losses or damages which you may suffer.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account in a timely manner in accordance with the terms and conditions of the Electronic Fund Transfers Agreement and normal banking procedures, or in the correct amount according to your instructions, we will be liable for certain types of losses or damages which you may suffer. However, there are some exceptions. We will not be liable in the following instances:

1. We will not be liable if, through no fault of ours, you do not have enough available funds in your account to make the transfer;
2. We will not be liable if you have an overdraft or reserve line and the transfer would go over the credit limit;
3. We will not be liable if the ATM where you are making the transfer does not have enough cash;

4. We will not be liable if the ATM, POS terminal, Online Banking, Mobile Banking or the system that supports any of these services was not working properly and you knew, or should have known, about the breakdown when you started the transaction;
 5. We will not be liable if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken. Such circumstances include (for example) delays or losses of payments caused by the U.S. Postal Service, equipment failure or breakdown, acts of God, or other conditions beyond our control;
 6. We will not be liable if your card has deteriorated or has been damaged so that it does not function properly;
 7. We will not be liable if the funds in your account are subject to a Court order, legal process or other encumbrance restricting such transfer; or
 8. We will not be liable in the event of any other exceptions that may be stated elsewhere in our agreement with you.
6. We may disclose information to our employees, auditors, attorneys or other third parties in the course of their duties.

In the event that an unauthorized disclosure is made, we will inform you within three (3) days after we have discovered the occurrence. We will explain to you the details of any unauthorized disclosure of your information.

LIMITING YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us IMMEDIATELY if you believe your card, PIN, Login ID, password or account number has been lost, stolen, or used without your permission, or if you believe that an Electronic Funds Transfer has been made without your permission using information from your check. Telephoning us immediately is the best way of limiting possible losses. Notifying us promptly will enable us to effectively safeguard your account. Massachusetts law limits your liability to \$50 if Massachusetts law governs this agreement. For customers where Massachusetts law does not apply, you must notify us within two (2) business days after you learn of the loss or theft in order to limit your loss to no more than \$50.

If you do not notify us within two (2) business days after you learn of the loss or theft, and we can prove that we could have prevented from using your card or credentials without your permission if you had told us, you could lose as much as \$500. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

For VISA® branded Debit Cards, you will not be liable for unauthorized purchases made with your Debit Card when processed by VISA®. This additional limit of liability does not apply if you have been grossly negligent or engaged in fraud. Additionally, you may be liable where the ATM transactions occur outside of the U.S. or where the transactions are not processed by VISA®.

For Mastercard® branded Debit Cards, you will not be liable for unauthorized purchases made with your Debit Card when processed by Mastercard® if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Additionally, you may be liable where the ATM transactions occur outside of the U.S. or where the transactions are not processed by Mastercard®.

DISCLOSURE OF ACCOUNT INFORMATION AND CONFIDENTIALITY

We value your privacy and are dedicated to protecting it. We will not disclose information to any third parties about your account or account transactions except in the following instances:

1. We may disclose information where it is necessary for completing account transactions, collecting checks, investigating possible errors in account transactions or other routine disclosures that are necessary.
2. We may disclose information as allowed by law in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
3. We may disclose information in order to comply with any law, court order, or proper government request, such as subpoenas, tax information, Bank examinations and reports of unusual cash transactions.
4. We may disclose information if you give us your written permission, which shall automatically expire 45 days after our receipt of such authorization.
5. We may disclose information to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws.

If you believe your card, PIN or other access credentials have been lost or stolen, someone has transferred or may transfer money from your account without your permission, or a transfer has been made using the information from your check without your permission, call us at 1-978-573-1300 or write:

TruNorth Bank

PO Box 6165

Peabody, MA 01961-6165

Customer Care Center Business Hours: Monday through Friday 7:30 A.M to 5:30 P.M., Saturday 8:00 A.M. to 12:00 P.M. Excluding Federal Holidays.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

If you think your account statement, passbook, or receipt is wrong, or if you need more information about a transfer listed on your statement, passbook or receipt, call or write us as soon as you can. Our number for this purpose is 1-978-573-1300.

Our address for this purpose is:

TruNorth Bank

PO Box 6165

Peabody, MA 01961-6165

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared or, if the only transfer possible is a direct deposit to your passbook account, no later than 60 days after the

problem or error was FIRST reflected in your passbook or statement. You must provide us:

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

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

We will determine whether an error occurred within 10 business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within 10 business days for the amount you think is in error, so that you may have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error. We will tell you the results of our investigation within three (3) business days after we complete it. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Connecting All Offices
1-978-573-1300

Toll-Free 24-Hour Telephone Banking
1-877-251-6222

www.TruNorthBank.com

Member FDIC | Member DIF

FACTS	WHAT DOES <i>TruNorth Bank</i> DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security Number and Income • Account Balances and Transaction History • Credit History and Payment History • Overdraft History <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons <i>TruNorth Bank</i> chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does <i>TruNorth Bank</i> share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your credit worthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share
Questions?	Call 978.573.1300 or go to www.TruNorthBank.com	

What we do	
How does TruNorth Bank protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Employees are educated and required to maintain strict confidentiality of your personal information. We contractually bind third party companies or vendors to strict confidentiality with respect to any information provided</p>
How does TruNorth Bank collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • <i>Open an account or make deposit or withdrawals from your account</i> • <i>Pay your bills, apply for a loan or give us your income information</i> • <i>Show your driver's license</i> • <i>Use your credit or debit card</i> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes-information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include those banks that are controlled by or under common control of Hometown Financial Group, Inc.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> • <i>TruNorth Bank does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include financial institutions with whom we offer investment services and credit card services.</i>
Other Important Information	
<ul style="list-style-type: none"> • We adhere to Massachusetts Data Protection Law, regulation 201 CMR 17.00: Standards For The Protection Of Personal Information Of Residents Of The Commonwealth that mandates personal information be encrypted when stored on portable devices, or transmitted wirelessly or on public networks. Additionally, the regulations call on businesses to utilize up-to-date firewall protection that creates an electronic gatekeeper between the data and the outside world and only permits authorized users to access or transmit data, according to preset rules. • Children's Online Privacy: The law requires parental consent to collect or use information from a child under 13. If you are a child under 13, please show this to your parents and do not use the online services of this institution without verifiable parental consent pursuant to the Children's Online Privacy Protection Act. 	



What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have a sufficient available balance in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as an automatic transfer service linked to a savings account or a line of credit overdraft, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

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

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

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if TruNorth Bank pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to **\$34** each time we pay an overdraft.
- We have placed a limit of 5 charges per day on the total fees we will charge you for overdrawing your account.
- If the item presented is \$5 or less or your account balance is overdrawn by \$5 or less there will be no charge.

What if I want the bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us (TruNorth Bank) to authorize and pay overdrafts on ATM and everyday debit card transactions, please call us at 978.573.1300 or visit any of our offices.

FEE SCHEDULE

NOTICE OF FEE UPDATE

As a community bank, we try hard to keep fees as low as possible. Effective April 18, 2026, the following fees will change:

ACCOUNT SERVICE FEES

Abandoned Property/Unclaimed Property/Escheatment ¹	\$100.00 ⁺
Account Inactivity (per month)*.....	\$ 5.00 [±]
Account Research (per hour).....	\$30.00 ⁺
Balance Inquiry.....	fee eliminated
Foreign Check Collection ⁴ (Canadian & non-Canadian plus correspondent's collection fee).....	\$35.00 ⁺
Foreign Currency Exchange or Purchase ^{***}	\$12.50 ²
Paper Statement Fee.....	fee eliminated
Returned Deposited Item (Consumer Account).....	\$7.11 [±]
Returned Deposited Item (Loan Payments).....	\$10.00 ²
IRA Annual Fee (per plan).....	\$15.00 ⁺
IRA Transfer Fee (per transfer/per plan).....	\$50.00 ²
Notary Fee (customers).....	fee eliminated
Notary Fee (non-customers).....	\$ 1.25 ⁺
Stop Payment.....	\$ 34.00 ⁺

CHECK/MONEY ORDER FEES

Cashier's Check/Treasurer's Check (all amounts).....	\$5.00 ⁺
Counter Check.....	fee eliminated
Money Orders (up to \$2,500).....	\$3.00 ⁺

DEBIT CARD FEES

ATM Withdrawal Service Charge ^{**}	\$1.75 ⁺
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ITEMS PRESENTED AGAINST

Automatic Transfer ³	\$5.00 [±]
Insufficient Funds [±] / Uncollected Funds ² (per item paid or returned) ^{****}	\$ 34.00

ACCOUNT SERVICE FEES

Domestic Incoming Wire.....	fee eliminated
Domestic Outgoing Wire.....	\$25.00 ⁺
International Incoming Wire, U.S. Dollars (USD).....	\$35.00 ⁺
International Incoming Wire, Foreign Currency (FX).....	\$10.00 ²
International Outgoing Wire, U.S. Dollars (USD).....	\$50.00 ⁺
International Outgoing Wire, Foreign Currency (FX).....	\$10.00 ²

(Foreign & special wire services subject to additional pricing)

SAFE DEPOSIT BOX FEES

Safe Deposit Box Drilling.....	\$250.00 ⁺
Safe Deposit Box Late Fee.....	\$10.00 ²
Lost Safe Deposit Box Key.....	\$30.00 ⁺

BUSINESS ACCOUNT FEES

Night Bag Purchase.....	\$20.00 [±]
Lost Night Depository Key.....	fee eliminated

⁺Fee increased.

[±]Fee decreased.

¹Formerly called Dormant Account fee and Garnishments/Executions/Tax Levy fee.

²New fee.

³Formerly called Overdraft Protection (Deposit A/C to Deposit A/C)

⁴Formerly collectively called Foreign Check Processing

*Monthly fee will be charged when a checking or savings account with a balance less than \$250.00 has been inactive for 12 months. Does not apply to Landlord Tenant Savings products, Burial Accounts, or accounts eligible for the 18/65 program.

^{**}At ATMs we do not own or operate and that are not part of the Allpoint[®] or SUM[®] ATM networks. ATM withdrawals only. Applies after maximum allowable. Refer to "Important Changes to Your Account Terms" for specific product details.

^{***}Foreign currency may be ordered in advance at any branch location.

^{****}May be imposed on overdrafts created by checks, in-person withdrawals, ATM withdrawals, or other electronic means. May be imposed when checks and items presented by electronic means are returned unpaid. For consumer accounts only: If the item presented is \$5.00 or less or your account balance is overdrawn by \$5.00 or less, there will be no charge. We have placed a limit of 5 charges per day on the total fees we will charge you for overdrawing your account.



TruNorthBank.com | 978.573.1300