

ACCOUNT DISCLOSURES

Please review and accept or decline the account disclosures. By clicking "Accept" you are agreeing to receive these disclosures electronically.

Important Information About 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. When you open an account, we ask for your name, address, telephone number, date of birth, social security number or TIN, employer, driver's license number or picture ID. We may also ask to see a copy of these identifying documents.

PRIVACY NOTICE

rev. May 2011

FACTS

What does North Shore Bank, FSB (NSB) (or Illinois State Bank (ISB) a division of North Shore Bank, FSB) **do with your personal information?**

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

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

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

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 NSB or ISB chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NSB or ISB 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	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 877.672.2265 or go to northshorebank.com or illinoisstatebank.com

Who we are	
Who is providing this notice?	North Shore Bank, FSB (NSB) (or Illinois State Bank (ISB) a division of North Shore Bank, FSB)
What we do	
How does NSB or ISB protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does NSB or ISB collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ Open an account or deposit money ■ Pay your bills or apply for a loan ■ Use your credit or debit card <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?	Federal law gives you the right to limit only <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 nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ NSB or ISB does not share information with our affiliates
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ NSB or ISB does not share information with nonaffiliates so they can market to you
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ Our joint marketing partners include credit card companies, investment services companies and insurance companies

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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), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This Agreement shall be governed by and construed in accordance with applicable federal laws and, to the extent applicable to us as a federally chartered savings bank, the laws of the State of Wisconsin, without regard to its conflicts of law provisions. 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 document 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 document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean North Shore Bank, FSB (including Illinois State Bank, a division of North Shore Bank, FSB) 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 including an authorized agent or authorized signer. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. For Wisconsin customers, "party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as an agent. A beneficiary of a P.O.D. account is a party only after the account becomes payable to them by reason of their surviving the original payee. A minor may be a party to an account, subject to withdrawal restrictions of Wisconsin law. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative, or assignee, including an attaching creditor, of a party.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation. You agree, in order for us to service your account, provide you with relevant information regarding your account(s), or to collect any amounts you may owe, (1) North Shore Bank, FSB (including Illinois State Bank, a division of North Shore Bank, FSB) ("We") may contact you by telephone or mobile phone at any telephone number or mobile number associated with your account(s), including wireless telephone numbers, which could result in charges to you; (2) We may contact you by sending text messages or emails, using any email address or mobile phone number you provide to us; and (3) if you update or change your contact information, you will notify us of the change or update and provide us with your current contact information. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

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

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

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to 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. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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

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

OVERDRAFTS - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your

account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If, on any day, the available funds in your checking account are not sufficient for the full amount of a check(s) or other debit transaction items (including electronic funds transfers) posting to your account ('overdraft') we may pay or return the item. The bank's determination of an insufficient available account balance may be made at any time between presentation and the bank's "daily cutoff time" with only one review of the account required. We do not have to notify you if your account does not have sufficient funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the item. We limit the number of charges per processing day (see our separate Services and Fees schedule to view the current limit) and there is a daily charge for each day the account remains at a negative balance. If we exercise our right to use our discretion to pay an overdraft, we may not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. Checks or other debit transactions (including electronic funds transfers) may not be processed in the order you made them or in the order we receive them. The order in which we process checks and other items on your account may affect the total amount of overdraft fees that may be charged to your account. Contact us if you want additional information on how we pay checks and process other transfers and withdrawals.

REMOTELY CREATED CHECKS - If you give information about your deposit account (such as our routing number and your account number, or both) to a person or entity who is seeking to sell you property, goods or services, and you don't physically deliver a signed check to such person or entity, any debit to your account initiated by such person or entity to whom you gave the information is deemed to be authorized by you.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. 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.

The following ownership and beneficiary designations apply to Wisconsin only:

Single-Party Account - Such an account is owned by one party.

Joint Survivorship Account (Not As Tenants In Common) - Such an account is issued in the name of two or more persons. Each of you intend that upon your death the balance in the account (subject to any previous pledge to which we have consented) 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 survivorship and not as tenants in common.

Marital Account - is an account established without the right of survivorship by two parties who claim to be husband and wife and is payable on request to either or both parties.

Joint Account - No Survivorship (As Tenants In Common) - is an account, other than a Marital Account or Joint Survivorship Account, owned by two or more parties and payable on request to one of two or more parties. The parties do not intend (merely by opening this account) to create any right of survivorship in any other party. We encourage the parties to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Single Account or Joint Survivorship Account with P.O.D. Beneficiaries - Pay-on-death beneficiaries acquire the right to withdraw only if: (1) all parties creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

Marital Account with P.O.D. Beneficiaries - Upon the death of either party, 50% of the funds on deposit are owned by the survivor and 50% are owned by the P.O.D. beneficiary(ies) named by the deceased party. If two or more beneficiaries are named by a party and survive the death of the party, they shall equally share the 50% that they own, without right of survivorship. The persons creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

The following ownership and beneficiary designations apply to Illinois only:

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

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend 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 survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to

agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

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

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

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

We may accept an order to stop payment on any item from any one of you. 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. Because stop-payment orders are handled by computers, 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 sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

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

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized 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 items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

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

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

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

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

SETOFF (for Wisconsin only) - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If a joint or P.O.D. account requires the signatures of all of the parties for purposes of withdrawal then the account shall be subject to setoff to the extent of the net contributions of the debtor party to the account. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

SETOFF (for Illinois only) - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is

prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

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

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

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

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

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

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

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

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.

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

These indorsement guidelines apply to both personal and business checks.

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

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders.

You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

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

SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

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

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

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments

made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. 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.

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. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

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

CHECKING ACCOUNT SUB ACCOUNTS - Checking Accounts consist of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If the Checking Account is interest bearing, the savings sub account will earn interest in the same manner as the checking sub account. Otherwise, the savings sub account will be non-interest bearing. The saving sub account will be governed by the rules governing our other savings accounts.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

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

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

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

Easy Access Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day, seven days a week, at (262) 797-3380 or toll free 1-800-411-3279 using your personal identification number, a touch tone phone, and your account numbers, to:

- ◆ transfer funds from checking to checking or savings
- ◆ transfer funds from savings to checking or savings
- ◆ make payments from checking or savings to loan accounts with us
- ◆ get information about:
 - the account balance of checking or savings account(s)
 - deposits to checking or savings accounts
 - withdrawals from checking or savings accounts

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

- ◆ make deposits to checking or savings account(s)
- ◆ get cash withdrawals from checking or savings account(s)
 - you may make no more than three withdrawals per day
 - you may withdraw no more than \$500.00 per day
- ◆ transfer funds from savings to checking account(s)
- ◆ transfer funds from checking to savings account(s)
- ◆ get information about:
 - the account balance of your checking or savings account(s)

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

Types of ATM Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Point-of-Sale Transactions - dollar limitations - Using your card:

- ◆ you may not exceed \$500.00 in transactions per day

Types of Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- ◆ you may not exceed \$2,000.00 in transactions per day

Currency Conversion and Cross-Border Transaction Fees. If you effect a transaction with your Mastercard®-branded Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

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

Please see your ATM and Debit Card Rules for additional information relating to the use of your ATM and Debit Card.

Online Banking Computer Transfers - types of transfers and charges - You may access your account(s) by computer through the internet by logging onto our website at www.northshorebank.com or www.illinoisstatebank.com and using your user identification and password, to:

- ◆ transfer funds from checking to checking or savings
- ◆ transfer funds from savings to checking or savings
- ◆ make payments from checking or savings to loan account(s) with us
- ◆ make payments from checking to third parties using the Bill Pay service
 - refer to our separate fee schedule for applicable charges
- ◆ get information about:
 - the account balance of checking or savings account(s)
 - deposits to checking or savings accounts
 - withdrawals from checking or savings accounts

FEES

- ◆ We do not charge for direct deposits to any type of account.
- ◆ We do not charge for preauthorized payments from any type of account. Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

DOCUMENTATION

- ◆ **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- ◆ **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call our Easy Access line, log onto Online Banking, or call us at (262) 797-3833 or toll free 1-877-672-2265 to find out whether or not the deposit has been made.
- ◆ **Periodic statements.**

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

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

If you have a passbook account that may not be accessed by any electronic fund transfer other than a preauthorized deposit to your account, when you bring in your passbook we will record any electronic deposits that were made to your account since the last time you did so.

PREAUTHORIZED PAYMENTS

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

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

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

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

FINANCIAL INSTITUTION'S LIABILITY

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

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

CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission; or
- (5) for tracing transfers or resolving errors or claims.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

◆ **Generally.** Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you believe your card or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than the lesser of \$50 or the amount of the Unauthorized Electronic Fund Transfer, as herein defined, that occur before notice to us if someone used your card and/or code without your permission and such use constituted an Unauthorized Electronic Fund Transfer.

If you do **NOT** tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using the card and/or code without your permission if you had told us, you could lose as much as \$500.00 in accordance with the provisions of Regulation E of the Electronic Fund Transfers Act.

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

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

An "Unauthorized electronic Fund Transfer" means any electronic fund transfer from your account initiated by a person or entity other than you without actual authority to initiate such transfer and from which you receive no benefit, but the term does not include any electronic fund transfer (1) initiated by a person or entity other than you who was furnished with the card, code or other means of access to your account by you, unless you notified us that transfers by such person or entity are no longer authorized, (2) initiated with fraudulent intent by you or any person or entity acting in concert with you, or (3) which constitutes an error committed by us.

◆ **Additional Limits on Liability for Mastercard®-branded Debit Card.** You will not be liable for any unauthorized transactions using your Mastercard®-branded Debit Card 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. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

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

ERROR RESOLUTION NOTICE

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

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

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

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

NORTH SHORE BANK, FSB
CUSTOMER SUPPORT CENTER
15700 W. BLUEMOUND ROAD
BROOKFIELD, WISCONSIN 53005
Business Days: Monday through Friday
Excluding Federal Holidays

Phone: (262) 797-3833 or toll free 1-877-672-2265
or contact your local branch office

FUNDS AVAILABILITY

This policy statement applies to "transaction" accounts and savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from most check deposits available to you on the first business day after the day we receive your deposit. Generally, checks drawn on us and our cashier's checks will be available on the day we receive the deposits; however, funds will not be available at an Automated Teller Machine (ATM), for online banking transfers, and debit card access until the first business day after the day we receive your deposit. Electronic direct deposits (including preauthorized credits such as payroll and social security payments), wire transfers, and cash deposits will be available on the day we receive the deposits. Once the funds are available, you can withdraw them in cash and we will use the funds 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 you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Deposits made at our night depository or through our lock box service are considered received on the business day they are removed from the facility and are available for processing.

If you make a deposit at an ATM before the ATM cutoff time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after the ATM cutoff time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. For the current ATM cutoff time contact us.

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 it.

If we accept for deposit a check that is drawn on another bank, we may make 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 another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit (or same day we receive your deposit for checks drawn on us and North Shore Bank and Illinois State Bank official checks). Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day (or same day we receive your deposit for checks drawn on us and North Shore Bank and Illinois State Bank official checks), we will you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

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

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

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fifth business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the first business day after the day of your deposit.

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit.

ATMs that we own or operate include ATMs located on our property, within any of our branches or within 50 feet of any of our branches.



**NORTH SHORE
BANK**

Truth in Savings

When opening an account online, customers have 21 days to fund the account. Failure to fund the account within 21 days will result in account closure.

Better-Than-Free Checking Account

MINIMUM BALANCE REQUIREMENTS. A monthly service fee of \$6.00 will be imposed every statement cycle. The monthly service fee can be waived if this account has a minimum average balance of \$750.00 during the current statement cycle, or there are average total deposits of \$2,500.00 or more during the previous month, or the account receives direct deposit during current statement cycle, or there are 10 debit card Point of Sale (POS) transactions during current statement cycle. **DORMANT/INACTIVE ACCOUNT INFORMATION.** An inactivity account fee of \$6.00 per month will be charged after 6 months of inactivity. **PROCESSING ORDER.** First, if the account is set up for mobile deposit credits, deposits received prior to previous business day's cut off times are posted to the account. Next, we post your ACH transactions throughout the day based on the date and time the bank receives them. Next, for teller transactions, PIN debit card purchases, ATM deposit and withdrawals, internet or phone transfers, both debits and credits post to the account based on the date and time the customer performs them. Next, signature debit card transactions post at the date and time the bank receives them. Checks are processed in sequential order. Last, monthly interest credit and any monthly service charge fees post to the account. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

TRANSACTION LIMITATIONS. No transaction limitations apply to this account. **FEES AND CHARGES.** Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

If you receive paper statements you will be charged a \$2.00 paper statement fee each statement cycle.

Perks Checking Account

RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account. Visit <https://www.northshorebank.com/rates/checking-interest-rates.aspx> for current rates. Your interest rate and annual percentage yield may change. **Determination of Rate.** At our discretion, we may change the interest rate on your account. **Frequency of Rate Changes.** We may change the interest rate on your account at any time. **Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account. **COMPOUNDING AND CREDITING.** Interest will be compounded monthly and will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest. **MINIMUM BALANCE**

REQUIREMENTS. A monthly service fee of \$12.00 will be imposed every statement cycle. The monthly service fee can be waived if this account has a minimum daily balance of \$2,000.00 or more during the current statement cycle, or an open loan or minimum daily total deposits of \$5,000.00 or more during the previous month.

DORMANT/INACTIVE ACCOUNT INFORMATION. An inactivity fee of \$6.00 per month will be charged after 6 months of inactivity. **PROCESSING ORDER.** First, if the account is set up for mobile deposit credits, deposits received prior to previous business day's cut off times are posted to the account. Next, we post your ACH transactions throughout the day based on the date and time the bank receives them. Next, for teller transactions, PIN debit card purchases, ATM deposit and withdrawals, internet or phone transfers, both debits and credits post to the account based on the date and time the customer performs them. Next, signature debit card transactions post at the date and time the bank receives them. Checks are processed in sequential order. Last, monthly interest credit and any monthly service charge fees post to the account. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. **BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. **ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). **TRANSACTION LIMITATIONS.** No transaction limitations apply to this account. **FEES AND CHARGES.** Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request. If you receive paper statements you will be charged a \$2.00 paper statement fee each statement cycle.

Senior Checking Account

ELIGIBILITY REQUIREMENTS. To be eligible for this account, you must be at least 60 years of age. **RATE INFORMATION.** The interest rate listed in each tier will be paid on the entire balance in your account. Visit <https://www.northshorebank.com/rates/checking-interest-rates.aspx> for current rates. Your interest rate and annual percentage yield may change. **Determination of Rate.** At our discretion, we may change the interest rate on your account. **Frequency of Rate Changes.** We may change the interest rate on your account at any time. **Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account. **COMPOUNDING AND CREDITING.** Interest will be compounded monthly and will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest. **MINIMUM BALANCE REQUIREMENTS.** A monthly service fee of \$12.00 will be imposed every statement cycle. The monthly service fee can be waived if the primary account holder is at least 60 years of age with direct deposit or if this account has a minimum daily balance of \$2,000.00 or more during the current statement cycle, or an open loan or minimum daily total deposits of \$5,000.00 or more during the previous month. **DORMANT/INACTIVE ACCOUNT INFORMATION.** An inactivity account fee of \$6.00 per month will be charged after 6 months of inactivity. **PROCESSING ORDER.** First, if the account is set up for mobile deposit credits, deposits received prior to previous business day's cut off times are posted to the account. Next, we post your ACH transactions throughout the day based on the date and time the bank receives them. Next, for teller transactions, PIN debit card purchases, ATM deposit and withdrawals, internet or phone transfers, both debits and credits post to the account based on the date and time the customer performs them. Next, signature debit card transactions post at the date and time the bank receives them. Checks are processed in sequential order. Last, monthly interest credit and any monthly service charge fees post to the account. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. **BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. **ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). **TRANSACTION LIMITATIONS.** No transaction limitations apply to this account. **FEES AND CHARGES.** Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Platinum Checking Account

RATE INFORMATION. The interest rate listed in each tier will be paid on the entire balance in your account. Visit <https://www.northshorebank.com/rates/checking-interest-rates.aspx> for current rates. **Determination of Rate.** At our discretion, we may change the interest rate on your account. **Frequency of Rate Changes.** We may change the interest rate on your account at any time. **Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account. **COMPOUNDING AND CREDITING.** Interest will be compounded monthly and will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest. **MINIMUM BALANCE REQUIREMENTS.** A monthly service fee of \$20.00 will be imposed every statement cycle. The monthly service can be waived if you have an average monthly balance of \$35,000.00 or more during the previous month, or an open loan(s) of \$35,000.00 or more, or have a 457 (Deferred Compensation) Plan with the Bank. **DORMANT/INACTIVE ACCOUNT INFORMATION.** An inactivity fee of \$6.00 per month will be charged after 6 months of inactivity. **PROCESSING ORDER.** First, if the account is set up for mobile deposit credits, deposits received prior to previous business day's cut off times are posted to the account. Next, we post your ACH transactions throughout the day based on the date and time the bank receives them. Next, for teller transactions, PIN debit card purchases, ATM deposit and withdrawals, internet or phone transfers, both debits and credits post to the account based on the date and time the customer performs them. Next, signature debit card transactions post at the date and time the bank receives them. Checks are processed in sequential order. Last, monthly interest credit and any monthly service charge fees post to the account. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. **BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. **ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). **TRANSACTION LIMITATIONS.** No transaction limitations apply to this account. **FEES AND CHARGES.** Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

High Yield Savings

RATE INFORMATION. Visit <https://www.northshorebank.com/rates/savings-account-interest-rates.aspx> for current rates. Your interest rate and annual percentage yield may change.

Determination of Rate. At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes. We may change the interest rate on your account at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING. Interest will be compounded quarterly and will be credited to your account quarterly.

MINIMUM BALANCE REQUIREMENTS. A minimum balance fee of \$15.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$1,000.00.

DORMANT/INACTIVE ACCOUNT INFORMATION. An inactivity fee of \$6.00 per month will be charged after 18 months of inactivity.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL ON NONCASH DEPOSITS. Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS. Transfers from a High-Yield Savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per calendar month with no transfers by check, draft, debit card, or similar order to third parties. An excessive withdrawal fee will be charged for each debit transaction (withdrawal, automatic transfer or payment out of this account) in excess of the above limitations. Refer to our separate fee schedule.

FEES AND CHARGES. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Regular Statement Savings Account

VARIABLE RATE INFORMATION

Visit <https://www.northshorebank.com/rates/savings-account-interest-rates.aspx> for current rates. Your interest rate and annual percentage yield may change.

Determination of Rate At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes We may change the interest rate on your account at any time.

Limitations on Rate Changes There are no maximum or minimum interest rate limits for this account.

COMPOUNDING AND CREDITING Interest will be compounded quarterly and will be credited to your account quarterly.

MINIMUM BALANCE REQUIREMENTS A minimum balance fee of \$5.00 will be imposed every statement cycle if the daily balance in the account falls below \$200.00 any day of the statement cycle. This fee will not apply to individuals under the age of 21.

DORMANT/INACTIVE ACCOUNT INFORMATION An inactivity account fee of \$6.00 per month will be charged after 18 months of inactivity.

PROCESSING ORDER Not applicable

BALANCE COMPUTATION METHOD We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL ON NONCASH DEPOSITS Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

FEES AND CHARGES The following fees and charges may be assessed against your account: Activity charges may apply. Refer to our separate Services and Fees schedule.

TRANSACTION LIMITATIONS Transfers from a Regular Statement Savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per calendar month with no transfers by check, draft, debit card, or similar order to third parties. An excessive withdrawal fee will be charged for each debit transaction (withdrawal, automatic transfer or payment out of this account) in excess of the above limitations. Refer to our separate fee schedule.

ATM and Debit Card Rules "Rules"

These rules govern the relationship between North Shore Bank, FSB and Illinois State Bank (a division of North Shore Bank, FSB) ("Bank") and each person ("Customer") to whom is issued, or who is authorized to use our ATM access or debit card ("Card"). These rules shall be governed by and construed in accordance with the applicable federal laws and, to the extent applicable to us as a federally chartered savings bank, the laws of the State of Wisconsin, without regard to its conflicts of law provisions.

1. **Card Ownership: Termination.** The Card remains the property of Bank and shall be surrendered by Customer upon request. The Bank may terminate Customer's privilege of using the Card and may withhold approval of any transaction at any time.
2. **Use of Card and Personal Identification Number (PIN).** The Card and PIN are provided solely for Customer's use and protection. Customer shall at all times (a) safely keep the Card and PIN and not permit anyone else to use them, (b) not record the PIN on the Card or otherwise disclose or make it available to anyone else, and (c) use the Card, PIN and Terminals only as instructed and only for purposes from time to time authorized by Bank. Customer will immediately report to Bank any loss, theft, disappearance or known or suspected unauthorized use of the Card or any disclosure of the PIN. The Bank has no obligation to Customer if anyone refuses to honor the Card or if the Customer cannot make a cash withdrawal or deposit at an ATM.
3. **Deposits, Payments.** All cash or check or draft deposits and payments are subject to verification by the Bank. Bank need not credit the Account for deposits until Bank actually receives the funds and the credit will be reversed if Bank does not actually receive the funds. If the reversal to a deposit Account overdraws the Account, Bank may charge all or part of the deficiency to any other account at Bank of any Customer authorized to use Card and Customer shall pay to Bank any deficiency which cannot be paid out of such accounts.
4. **Terminals and the Card.** Subject to such restrictions as may be imposed by Bank, the Card may be used by Customer at any Terminal bearing the logo's on the back of the card and such other terminals as Bank may designate, to perform any of the transactions listed in these Rules which the Terminal will perform and in connection with each checking or savings account of Customer with Bank which Customer has requested to use with the Card and Bank has approved (collectively the "Account").
5. **Withdrawals, Transfers.** Each transaction requested by Customer at a Terminal which consists of a withdrawal or transfer from an Account, other than by Authorized Check, is an order to Bank to pay from that Account at that time, which Bank may charge against that Account, even though the charge creates an overdraft.
6. **Authorization to Debit or Credit the Account.** Each time the Card is properly used, Customer authorizes Bank to debit or credit (as appropriate) Customer's Account accessed by the Card for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the Card whether or not signed by Customer, and Bank is permitted to handle such sales drafts, orders and vouchers in the same way it handles authorized checks drawn on or deposited into the Account. Customer agrees that he or she will use the Card only if the available balance in the Account will be sufficient to pay the amount of purchases, cash withdrawals and ATM withdrawals. For Security reasons, Bank will establish an approval limit on the dollar amount of purchases or cash withdrawals Customer may make. Customer agrees that any purchase or cash withdrawal may be subject to authorization by Bank or by a MasterCard authorization center and no authorization will be given if the amount of all outstanding authorizations and cash withdrawals will exceed the approval limit. Customer is obligated to pay Bank the amount of any money obtained by the authorized use of the Card to the extent that Bank is unable to charge such amounts to the Account, and Customer authorizes Bank to charge the amount of any such obligation to any other of Customer's accounts with Bank.
7. **Bank Liability.** If the bank does not complete a transfer to or from the Customer's Account on time or in the correct amount according to the Bank's agreement with the Customer as evidenced, in part, by these Rules and the Bank's terms and conditions applicable to the Customer's Account, the Bank will be liable for the Customer's losses or damages subject, however, to the exceptions set forth in section 910 of the Electronic Fund Transfer Act (Act). There are exceptions to the Bank's liability under the Act. The Bank will not be liable, for instance:

- a. If, through no fault of the Bank, the Customer does not have enough money in the Customer's Account to make the transfer.
- b. The Customer has an overdraft line and the transfer would go over the credit limit.
- c. If the automated teller machine where the Customer is making the transfer does not have enough cash.
- d. If the terminal or system was not working properly and the Customer knew about the breakdown when the Customer started the transfer.
- e. If circumstances beyond the Bank's control (such as fire or flood) prevent the transfer, despite reasonable precautions taken by the Bank.
- f. The funds are subject to legal process or other encumbrance restricting such transfer.

Under no circumstances shall the Bank be liable to the Customer for any damages related to any act or failure to act on the part of the Bank resulting from an act of God or other circumstances beyond the Bank's control, including but not limited to natural disasters, fire, strikes, power shortages or loss and system or network malfunctions despite reasonable precautions taken by the Bank. Except for its own negligence, the Bank is not liable for any personal injury or tangible property damage suffered or incurred by Customer through use or attempted use by Customer of the Card at a Terminal. The Bank shall not be liable for consequential damages.

8. **Customer Liability:** Notice of Unauthorized Use. Customer should only provide Customer's bank and Account information or means of access to the Customer's Account (whether over the phone, the Internet, or via some other method) to trusted third parties whom the Customer has authorized to initiate electronic funds transfers.

Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit, if any). If you believe your card or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than the lesser of \$50 or the amount of the Unauthorized Electronic Fund Transfer, as herein defined, that occur before notice to us if someone used your card and/or code without your permission and such use constituted an Unauthorized Fund Transfer.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using the card and/or code without your permission if you had told us, you could lose as much as \$500.00 in accordance with the provisions of Regulation E of the Electronic Fund Transfers Act.

Also, if your statement shows transfers that you did not make which constitute Unauthorized Electronic Fund Transfers, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

An "Unauthorized Electronic fund Transfer" means any electronic fund transfer from your Account initiated by a person or entity other than you without actual authority to initiate such transfer and from which you receive no benefit, but the term does not include any electronic fund transfer (1) initiated by a person or entity other than you who was furnished with the card, code or other means of access to your account by you, unless you notified us that transfers by such person or entity are no longer authorized, (2) initiated with fraudulent intent by you or any person or entity acting in concert with you, or (3) which constitutes an error committed by us.

Notice is sufficient when Customer takes such steps as are reasonably necessary to provide Bank with the pertinent information. The name, address and telephone number of the person to be notified in the event the Card or PIN is lost or stolen or Customer otherwise believes that unauthorized access to the Account may be obtained is Customer Support Center, 15700 W. Bluemound Road, Brookfield, WI 53005. Phone 262.797.3833 or toll free 877.672.2265,

Monday through Friday, excluding holidays, 8:30am to 7pm, Saturday 9am to 5pm, Sunday 10am to 3pm or contact any Bank branch location.

1. **Business Day Disclosure.** Our Business days are Monday through Friday. Holidays are not included.
2. **Account Access.** You may use your Card to purchase goods or services wherever the Card is accepted or to obtain cash from any financial institution which honors the Card. You may also use your Card to (a) withdraw funds from your Account, (b) make deposits to your Account, (c) transfer funds between your Accounts whenever you request. Some of these services may not be available at all Terminals.
3. **Limitations on Use of Card.** Customer may not:
 - a. Request any transaction at a Terminal if Customer knows or is informed by or at the Terminal, or by a clerk, that the Terminal is malfunctioning or not operating.
 - b. Attempt any transaction without the Card, or when requested the use of Customer's correct PIN.
 - c. Attempt to complete any transaction at a Terminal which requires the assistance of a clerk to complete, except on the same day and the same place where Customer initiated the transaction.
 - d. Attempt to initiate any transaction in connection with an Account which has been closed by Customer or Bank, or which is subject to legal process or other encumbrance.
 - e. Request a withdrawal or transfer of funds from an Account (i) if the withdrawal or transfer would overdraw the Account, or if the Account is maintained in connection with a check credit or

- f. overdraft checking line, would exceed the credit limit of that line; or (ii) in an amount in excess of any dollar limitations imposed by Terminal operator.
- g. Deposit funds to an Account (i) by means of anything other than transfer from another Account, cash or a completed negotiable instrument payable in U.S. dollars, dated within six months prior to the date of the attempted deposit, drawn by or properly endorsed by Customer and in the amount of which does not violate any restriction on the instrument; (ii) in an amount in excess of any limitations imposed by Terminal operator; or (iii) in an amount in excess of \$100 in cash.
- h. Deposit a check or draft which is (i) drawn by or payable to the order of someone other than the Customer presenting the Card; (ii) not endorsed by the Customer presenting the Card; (iii) not payable in U.S. dollars; (iv) dated more than six months prior to the date of the transaction; (v) in violation of any stated restriction on the check or draft (for example, not valid after 30 days).

Neither Bank nor any Terminal owner is liable to Customer if the transaction is not completed and Customer has violated any of these Rules.

12. Limitations on Amount and Frequency of Transfers.

- a. You may make only 3 cash withdrawals from an ATM Terminal each day.
 - b. You may withdraw up to \$500 from an ATM Terminal each day except when our computers are not operating; withdrawals will then be limited to \$225 each day. If this is a Health Savings Account (HSA), then the limit when our computers are not working will be \$0.
 - c. With your ATM card, you may purchase up to \$500 worth of goods or services each day. With your Debit card, you may purchase up to \$2000 worth of goods and services each day. With an enhanced debit card you may purchase up to \$5,000 worth of goods and services each day.
 - d. You may deposit cash at an in-network Terminal up to \$100 each day.
 - e. Terminals or operators may have other limits on the amounts of withdrawals or deposits.
 - f. For security reasons there are other limits on the number and amount of transfers you may make using Terminals.
1. **Disclosure of Charges.** Each Account accessible with a Card will remain subject to the fees and charges provided for in the separate agreement or regulations covering that Account, including service charges. In addition, Customer will be charged the fees described in the Services and Fees brochure issued at time of account opening, as it may be amended from time to time by Bank, and the fees may be charged to any other account at Bank of any Customer authorized to use Card and Customer shall pay Bank any deficiency which cannot be paid out of such accounts.
 2. **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your Account using a Terminal.
 3. **Periodic Statements.** You will get a monthly account statement unless there were no transfers in a particular month. In any case, you will get a statement at least quarterly.
 4. **Overdrafts.** If use of the Card overdraws the Account, Customer will be notified and Customer agrees to make immediate payment to Bank of the amount of any such overdrafts together with such service charges as Bank may impose. Also whenever the Account is overdrawn according to Bank's records, Bank has the right to return unpaid any checks or other orders on the Account which are presented to it and to assess a service charge for making such returns. If the Account has any overdraft line of credit or other overdraft protection plan associated with it, the terms and conditions contained in the credit line agreement (or other applicable agreement) will control with respect to overdrafts of the Account regardless of whether they result from purchases, cash withdrawals, use of checks, or use of any other card or device.
 5. **Refunds on Purchases.** Cash refunds will not be made on purchases made with the Card. If a merchant who honors the Card gives Customer credit for merchandise returns or adjustments, the merchant will do so by sending Bank a credit slip that Bank will apply as a credit to the Account. Any claim or defense with respect to property or services purchased with the Card must be handled by Customer directly with the merchant or other business establishment which accepts the Card and any such claim or defense which Customer asserts will not relieve the Customer of his or her obligation to pay the total amount of the sales draft plus any appropriate charges North Shore may be authorized to make.

6. **In Case of Errors or Questions About your Electronic Transfers FOR ATM CARDS ONLY**

Telephone us Monday through Friday 8:30am to 5pm, Saturday 9am to 5pm or Sunday 10am to 3pm at 262.797.3833 or Toll-Free at 877.672.2265 or write us at Customer Support Center 15700 West Bluemound Road Brookfield, WI 53005

FOR DEBIT CARDS

Telephone us 24 hours a day, 7 days a week toll-free at 888.437.0103 or write us at North Shore Bank Card Processing Center PO Box 3038 Evansville, IN 47730-3038 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

Tell us your name and account number

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.

Tell us the dollar amount of the suspected error. If you tell Bank orally, we may require that you send us your complaint or question in writing within 10 business days. When Bank asks you to put the complaint in writing and we do not receive it within 10 business days, we may not provisionally credit your account. Bank will inform you of the results of its investigation within 10 business days after we hear from you. We will promptly correct any error. If we need more time, however, we may take up to 45 calendar days to investigate your complaint. In the case of point of sale transactions and foreign-initiated electronic fund transfers, we may take up to 90 calendar days to complete our investigation. If we decide to do this, we will provisionally credit your account within 10 business days for the amount in question.

If a claim is made within 30 calendar days of opening an account, we may take up to 90 calendar days to investigate your complaint. If we decide to do this, we will provisionally credit your account within 20 business days for the amount in question.

If we determine there is no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents used in the investigation.

1. **No Rights to Stop Payment.** Customer may not stop payment on any purchase or cash withdrawal originated by use of the Card, and Bank has no obligation to honor any such request.
2. **Joint Account: Notices.** (If this is a Health Savings Account (HSA), this rule does not apply.) If the Account is owned jointly or with one or more other persons, each person will be both individually and jointly responsible for any obligations which arise from use of the Card. Any notice given by Bank will be sufficient if given in writing and mailed to any owner at the address to which account statements are sent.
3. **Foreign Transactions.** Purchases and cash withdrawals made in foreign countries and foreign currencies will be charged to the Account in U.S. dollars. The conversion will be made in accordance with Master Card operating regulations and conversion rates for international transactions, and the conversion rate may not be the same as on the transaction date. Effective September 1, 2006, international transactions will be subject to a charge of 1% of withdrawals in addition to any other charges.
4. **Goods or Services Purchased.** Bank is not responsible for the refusal of any person to honor the Card. Bank is not responsible for any goods or services Customer purchases with the Card.
5. **Other Agreements.** Retention and use of the Card constitutes acceptance of these Rules as amended from time to time. These rules constitute and addition to all other agreements, rules and regulations of Bank governing Accounts that are accessible by the Card or indebtedness on which payments may be made.
6. **Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

- a. where it is necessary for completing or tracing transfers or resolving errors or claims, or
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c. in order to comply with government agency or court orders, or
- d. if you give us your written permission, or (e) in any other manner permitted by law.

25. Amendments: Cancellations. These Rules may be amended by Bank at any time and (subject to compliance with any applicable requirement of law concerning notice) such amendment to Customer at the address to which the Account statements are sent.

MONEY MARKET ACCOUNTS

Perks or Portfolio Money Market
If minimum daily balance falls below \$5,000 \$15.00/month

Money Market
If minimum daily balance falls below \$1,000 \$15.00/month

Charge for checks or any combination of
pre-authorized transfers over six, per statement. . . . \$15.00 each

SAVINGS ACCOUNTS

Savings Accounts *
If minimum daily balance falls below \$200 \$5.00/month

High Yield Savings
If minimum daily balance falls below \$1,000 \$15.00/month

Charge for pre-authorized transfers
over six, per calendar month \$15.00 each

* Monthly service charges on regular savings will be waived on accounts for minors under 21 years of age.

AUTOMATIC TELLER MACHINE (ATM) AND DEBIT CARD

ATM withdrawals, withdrawal attempts and balance inquiries within the Money Pass network and at all North Shore Bank ATMs No Charge (no surcharges or account fees)

ATM withdrawals, withdrawal attempts and balance inquiries not at North Shore Bank or Money Pass network ATMs:
Inside United States* \$2.50 each
Outside the United States* \$5.00 each

ATM transaction adjustment \$15.00 each

Debit card replacement \$10.00 each

ATM empty envelope deposit \$36.00 each

Foreign transactions. 3% of withdrawals
Additional fees may apply.

Point-of-sale transactions No Charge

* There may be additional fees (i.e. surcharges) imposed by other banks or ATM owners when using non-North Shore Bank or Money Pass network ATMs.

Contact Us

Customer Service that's all about you.

Extended Customer Support Hours

Toll free 877.672.2265
Milwaukee area 262.797.3833

Available 7 days a week with extended weekday hours.

Monday - Friday: 8:30am-7pm
Saturday: 8:30am-3pm
Sunday: 10am-1pm

Email: contactus@northshorebank.com

Website: northshorebank.com

 **Twitter:** twitter.com/northshorebank

 **Facebook:** facebook.com/northshorebank

24/7 EASY ACCESS Telephone Banking

Toll free 800.411.EASY (3279)
Milwaukee area 262.797.3880

SERVICES AND FEES

Personal Accounts
Effective April 1, 2016



**NORTH
SHORE
BANK**

The Bank of You

GENERAL BANKING SERVICES

Cashier's check	\$8.00 each
Cashed for non-customer	\$10.00 each
Stop payment/reissue	\$36.00 each
Cashing on-us items for non-customers	\$6.00 each
Coin and Currency (non-business):	
Strapped currency, per strap	\$5.00
Coin purchase, per roll	\$25.00
Coin counting (non-customer only)	5%
Correct IRS filing fee	\$36.00
Deferred Compensation 457(b) plan closure within 12 months of opening	\$60.00
Item return/redeposit fee	\$15.00
Legal processes (plus costs) (garnishments, levies, etc.)	\$100.00
Money order	\$5.00 each
Cashed for non-customer	\$10.00 each
Stop payment/reissue	\$36.00 each
Research or account reconciliation fee, per half hour	\$30.00
Per item	\$1.00
Safe Deposit/Self Service boxes:	
Drilling charge, plus service call charge	\$100.00
Replace key, plus service call charge	\$20.00
Late fee (for self service boxes maximum of \$20)	\$5.00/month
Signature guarantee	\$7.50
Stop payment order fee including electronic payments	\$36.00
Telephone transfer:	
24-Hour Telephone Banking	No Charge
Staff assisted	\$10.00 each
Undeliverable mail fee	\$5.00 month/account
Verification - account balance (written customer authorization required) Rush fee for expedited processing	\$15.00 \$25.00
Wire transfers*:	
Domestic incoming	\$16.00 each
Domestic outgoing	\$25.00 each
International incoming	\$30.00 each
International outgoing	\$50.00 each

* There may be additional fees (i.e. surcharges) imposed by other banks that assist in the processing of the wire transfer and would be added to the final fee.

DEPOSIT ACCOUNT SERVICE FEES

Account closure within 180 days of opening	\$40.00/account
Bill Pay	No Charge
Check imaging fee	\$5.00/month
Collection item, including foreign	\$30.00
Non-customer	\$50.00
Copy of check written on North Shore Bank account	\$6.00
Copy of statement	\$5.00/statement
Duplicate IRS forms	\$10.00 each
Inactivity checking account fee (after 6 months)	\$6.00/month
Inactivity savings account or money market account fee (after 18 months)	\$6.00/month
Monthly fee to reprocess checks not purchased through North Shore Bank	\$10.00
Non-sufficient funds (NSF) including electronic payments, limit 5 charges per day:	
Item paid and account overdrawn by \$0.01 to \$1.00	No Charge
Item paid and account overdrawn by \$1.01 to \$15.00	\$15.00
Item paid and account overdrawn by \$15.01 or more	\$36.00
Item returned unpaid	\$36.00
Overdraft protection per transfer from a North Shore Bank savings account or money market account	\$10.00
Overdrawn account balance (per day account is overdrawn)	\$5.00
Paper statements	\$2.00/month
Platinum debit card without Value Pack	\$1.00/month
Special handling of accounts/statements/documents additional fee per item or month	\$15.00
Special statement fee	\$20.00

HEALTH SAVINGS ACCOUNT SERVICE FEES

Debit card	No Charge
Additional card	\$3.00
Enrollment fee	\$10.00/account
Excess contribution correction fee	\$36.00

Deposit account service fees may apply.

IRA SERVICE FEES

Account recharacterization fee	\$36.00/account
Excess contribution correction fee	\$36.00
Inactive IRA money market account fee (after 24 months)	\$6.00/month
IRA plan closure within 180 days of opening	\$40.00
Non-automatic distribution less than \$100	\$3.00/distribution
Trustee transfer out fee	\$36.00/account

LOAN SERVICING FEES

On demand loan payment	
Website payment	No Charge
Telephone assisted	\$10.00
Recurring payment	\$5.00
Partial release of collateral (scheduled)	\$250.00
Partial release of collateral (unscheduled)	\$300.00
Return items fee	\$36.00
Satisfaction or lien release	\$30.00
Subordination fee	\$100.00

PERSONAL CHECKING ACCOUNTS

Better Than Free Checking	
Not meeting minimum requirements	\$6.00/month
Value Pack option with Better Than Free Checking	\$4.00/month
Perks Checking	
Not meeting minimum requirements	\$12.00/month
Platinum Checking	
Not meeting minimum requirements	\$20.00/month
Minimum opening deposit	
Checking accounts with direct deposit	\$25.00
All other checking accounts	\$50.00



**OVERDRAFT COVERAGE OPTIONS:
OVERDRAFT PRIVILEGE AND OVERDRAFT PROTECTION**

Life happens! North Shore Bank understands that unexpected overdrafts occur from time to time – Overdraft Coverage can help.

Overdraft Coverage Options

The choice is yours. Consider these ways to cover overdrafts:

Service	Cost
Overdraft Protection link to another deposit account you have at North Shore Bank ¹	\$10 fee per transfer
Overdraft Protection link to a Home Equity Line of Credit with North Shore Bank ^{1,2}	Subject to interest
Overdraft Privilege	\$36 Overdraft/non-sufficient funds fee per item. ³

¹Call us at (877) 672-2265, or visit a branch to sign up or apply for these services; ²Home Equity Line of Credit is subject to credit approval. ³Daily fees may apply.

Overdraft Protection services apply to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from another eligible account or Home Equity Line of Credit you may have at North Shore Bank for a fee or finance charge.

Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee in order to pay a transaction. Even if you have Overdraft Protection, Overdraft Privilege is still available as secondary coverage if the Overdraft Protection source is exhausted.

Transactions covered with Overdraft Privilege	Standard Coverage (No action required)	Extended Debit Card Coverage (Your consent required on consumer accounts)*	If you would like to select Extended Coverage for future transactions: <ul style="list-style-type: none"> • Call us at 877.672.2265 • Visit any branch • Login to Online Banking and send a secure message • Complete the enclosed consent form and mail it to us using the envelope provided.
Checks	X	X	
ACH - Automatic Debits	X	X	
Recurring Debit Card Payments	X	X	
Online Bill Pay Items	X	X	
Teller Window Transactions	X	X	
ATM Withdrawals		X*	
Everyday Debit Card Transactions		X*	

*If you choose Extended Coverage on your consumer account, **ATM withdrawals and everyday debit card transactions** will be included with the transactions listed under Standard Coverage.

If you already have Extended Overdraft Privilege coverage, it is not necessary to request it again. Business accounts automatically have Extended Coverage.

If you have any questions about Overdraft Privilege or wish to discontinue the service in its entirety contact us at 877.672.2265, visit a branch or login to Online Banking and send a secure message.

What else you should know

- A link to another account or a Home Equity Line of Credit is a less expensive option than an overdraft/non-sufficient funds fee. A single larger overdraft/non-sufficient funds will result in just one fee, as opposed to multiple smaller overdrafts. Good account management is the best way to avoid overdrafts.
- As always, the best way to avoid overdrafts and overdraft/non-sufficient funds fee is to keep track of your transactions, using services such as Mobile Banking, Online Banking and Telephone Banking can help.
- The \$36 overdraft/non-sufficient funds fee is the same fee amount that is charged if a check is returned as unpaid. If multiple items overdraw your account on the same day, each item will be assessed an appropriate overdraft/non-sufficient funds fee or a return item fee of \$36. All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn in excess of the Overdraft Privilege limit amount as a result of a fee.
- If your account balance remains overdrawn for 2 or more consecutive business days, we will charge your account a daily overdraft fee of \$5 for each of the consecutive business days the account remains overdrawn, beginning with day 2.
- For consumer accounts, there is a limit of 5 overdraft/non-sufficient funds fees (\$180) per day we will charge. We will not charge an overdraft/non-sufficient funds fee if a consumer account is overdrawn by \$1 or less. If the consumer account is overdrawn by \$1.01 - \$15.00, the overdraft/non-sufficient funds fee is \$15.00. These exceptions do not apply to business accounts. For business accounts, there is a limit of 6 overdraft/non-sufficient funds fees (\$216) per day we will charge.
- North Shore Bank processes transaction Monday-Friday, excluding holidays in the following order. First, if the account is set up for mobile deposit or remote deposit capture credits, deposits received prior to previous business day's cut off times are posted to the account. Next, we post your ACH transactions throughout the day based on the date and time the bank receives them. Next, for teller transactions, PIN debit card purchases, ATM deposit and withdrawals, internet or phone transfers, both debits and credits post to the account based on the date and time the customer performs them. Next, signature debit card transactions post at the date and time the bank receives them. Checks are processed in sequential order. Last, monthly interest credit and any monthly service charge fees post to the account. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft/non-sufficient funds fee or an increase in the amount of these fees.
- Although under payment system rules, North Shore Bank may be obligated to pay some unauthorized debit card transactions, North Shore Bank will not authorize debit card or ATM transactions unless there are available funds (including Overdraft Coverage options) to cover the transactions and any fee(s).
- Giving us your consent on your consumer account to pay every day debit card and ATM overdrafts may result in you incurring overdraft/non-sufficient funds fee for transactions that we would otherwise be required to pay without assessing an overdraft/non-sufficient funds fee. However, this would allow us to authorize transactions up to the amount of your Overdraft Privilege limit and may also help you avoid overdrafts in excess of your available funds that could result in restriction of your debit card.
- North Shore Bank authorizes and pays transactions using the available balance in your account. The available balance is comprised of the ledger balance (collected funds) less any debit card holds, and does not include any deposited funds on hold. North Shore Bank may place a hold on deposited funds in accordance with our Deposit Account Agreement and Disclosure. If the funds in the available balance are not sufficient to cover a transaction, any available overdraft protection and/or the amount of the Overdraft Privilege limit, may be used to authorize and pay a transaction.
- North Shore Bank will place a hold on your account for any debit card transaction authorized for one business day. ATM and Pin based debit card transactions usually settle within one business day or less and everyday debit card transactions usually settle within 4 business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules. When the hold ends the funds will be added to the available balance in your account. If your account is overdrawn after the hold funds are added to the available balance and the transaction is posted to the available balance, an overdraft/non-sufficient fund fee may be assessed.
- Except as described in this notice, North Shore Bank will not pay items if your account does not contain available funds (including the Overdraft Privilege limit) to cover the item(s) and the amount of any fee(s).
- We may restrict your debit card use if you incur overdrafts in excess of the available funds in your account, including any Overdraft Privilege limit.
- Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice.
- Overdraft Privilege may be discontinued if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within 25 days for a minimum of one business day.
- Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all overdraft and fee amounts, as described in the Understanding your Deposit Account Disclosure. The total (negative) balance, including all fees and charges, is due and payable upon demand.

If you have any questions about Overdraft Protection or Overdraft Privilege, please call us at (877) 672-2265



Dear Perks Checking, Senior Checking and Platinum Checkings Customer,

Life happens! North Shore Bank understands that unexpected overdrafts occur from time to time – Overdraft Coverage can help.

OVERDRAFT COVERAGE OPTIONS

The choice is yours. Consider these ways to cover overdrafts:

- Overdraft Protection Link to Another Deposit Account you have at North Shore Bank (\$10 fee per transfer.)
- Overdraft Protection Line of Credit (Subject to interest; Subject to credit approval)
- Overdraft Privilege (\$36 Overdraft Fee per item). Daily fees may apply.

OVERDRAFT PROTECTION SERVICES apply to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from another account or line of credit you may have at North Shore Bank for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval.

OVERDRAFT PRIVILEGE allows you to overdraw your account up to the disclosed limit for a fee in order to pay a transaction. Even if you have overdraft protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted.

You currently have STANDARD Overdraft Privilege Coverage in the amount of \$200 on your new account.

Standard Coverage includes checks, ACH (automatic debits), recurring debit card transactions and teller transactions.

If you choose Extended Overdraft Privilege Coverage, ATM withdrawals and everyday debit card transactions will be included with the Standard Coverage transactions listed above.

If you would like to select Extended Coverage for future transactions:

- Call us at 877.672.2265
- Visit any branch
- Login to Online Banking and send a secure message
- Complete the enclosed consent form and mail it to us using the envelope provided.

You can discontinue the Overdraft Privilege in its entirety by contacting us at 877.672.2265 or sending us a secure message through Online Banking.

Sincerely,

North Shore Bank
Enclosure