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FUNDS AVAILABILITY DISCLOSURE

Nicolet National Bank

Deposit Account Terms and Conditions

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act, a Federal law, requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account, including business accounts.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. If you are opening an account on behalf of a business entity, documents relating to the business may also be requested.

1. **Legal Effect of these Terms and Conditions.** The terms and conditions set forth in these terms and conditions (the "Terms and Conditions") govern all deposit accounts opened or maintained at Nicolet National Bank. Throughout these Terms and Conditions, Nicolet National Bank will be called the "Bank" or "we" and you, the person(s), partnership, corporation, limited liability company, association or other entity that opens or maintains one or more deposit accounts at the Bank or that has the authority to deposit, withdraw, or exercise control over the funds in the account, will be called "you" or "your" in the possessive case. If you open an account with the Bank and sign a signature card or other account records or forms (collectively, the "Signature Card"), or if you continue to use or maintain your deposit account at the Bank, you are agreeing to the terms and conditions contained in these Terms and Conditions, as are now in effect or are hereafter amended, and you agree that these Terms and Conditions are binding on your heirs, successors, representatives, agents and assigns. The service and fee schedule for your account (the "Fee Schedule"), as amended from time to time, listing applicable fees and charges is incorporated into these Terms and Conditions by this reference. These Terms and Conditions are a legally binding contract. Please note they can only be modified as provided in these Terms and Conditions. In establishing or maintaining an account with the Bank, you acknowledge and agree that our relationship is solely that of debtor and creditor and that the Bank is not acting as a fiduciary for you or your benefit (including, without limitation, with respect to accounts with an agency or other fiduciary designation). A reproduction of these Terms and Conditions are available at www.nicoletbank.com, at any branch location, via mail at **Nicolet National Bank P.O. BOX 23900, Green Bay WI 54305-3900**, or by calling **1-800-369-0226**. If there is a conflict between these Terms and Conditions and something said by an employee or officer of the Bank, these Terms and Conditions will control.

2. **Deposit Products.** The Bank offers a great variety of financial services and deposit products. These Terms and Conditions covers all types of deposit accounts offered by the Bank, now or in the future, and the term "account(s)" shall include checking accounts, savings accounts, demand deposit accounts, money market deposit

accounts, and certificates of deposit. These Terms and Conditions do not cover products such as loans, safe deposit boxes, credit cards or other non-deposit products that the Bank may offer now or in the future. In addition, some deposit accounts involve special rules that are not set forth in these Terms and Conditions; these accounts include IRA's, KEOGH Plans and other similar plans, and certificates of deposit. While these Terms and Conditions are generally applicable to these accounts, they are also subject to additional rules designed to take their unique characteristics into account. To the extent these Terms and Conditions and those rules conflict, those rules will control.

3. **Effect of State and Federal Laws and Regulations.** The deposit relationship between you and the Bank is governed primarily by these Terms and Conditions. However, it is also governed by the laws of the United States; the rules and regulations of the Board of Governors of the Federal Reserve System and various Federal Reserve Banks; the rules and regulations of other proper bank supervisory authorities and other governmental agencies; applicable clearinghouse rules; and applicable state laws and regulations. If you opened your account at one of the Bank's branches or other offices, the applicable state law and regulations for your account are those of the state in which that branch or office is located. If your account was not opened at one of the Bank's branches or other offices (for example, if it was opened by mail or electronically through the Internet), the applicable state law and regulations are those of the State of Wisconsin. If any terms of these Terms and Conditions are in conflict with applicable law, those terms will be nullified to the extent they are inconsistent with the law, and the applicable law will govern. If any provision of these Terms and Conditions is declared to be invalid, unenforceable or illegal, that part will not affect the validity of the other provisions.

4. **Waiver of Notice.** By signing the Signature Card or continuing to use or maintain your account, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if a check that you deposit in your account is dishonored and returned to the Bank, the Bank is not required to notify you of the dishonor.

5. **Waiver of Rights by the Bank.** The Bank reserves the right to waive the enforcement of any of the terms of these Terms and Conditions with you with respect to any transaction or series of transactions. Any waiver will not affect the Bank's right to enforce any of its rights with respect to other customers, or to enforce any of its rights with respect to other transactions with you and is not sufficient to modify the terms and conditions of these Terms and Conditions.

6. **Modifications.** The Bank may change these Terms and Conditions from time to time by: (1) adding new terms, conditions, services, charges, and fees; and (2) modifying or deleting existing terms, conditions, services, charges, and fees. The Bank may make such changes in its sole discretion. All changes to the Terms and Conditions take effect immediately when the Bank gives you notice of the change, unless the notice states otherwise. The Bank will comply with any law or regulation that requires notice within a minimum number of days before the effective date of the change. Except where a law, regulation, or another term of the Terms and Conditions require notice by some other means, the Bank will notify you of changes by:

- a) sending the notice to you at the most recent mailing address for your account in the Bank's records (if there is more than one owner for your account, the Bank may

address the notice and send the notice to any one (1) of the account owners);

- b) posting the notice or making the revised Terms and Conditions with the change available in the Bank's branch offices, or posting the notice or revised Terms and Conditions with the change on our digital banking site that you can access at www.nicoletbank.com;
- c) including a message on or with your account statement;
- d) sending the notice to you electronically at the most recent e-mail address for your account in the Bank's records (if there is more than one owner for your account, the Bank may address the notice and send the notice to any one (1) of the account owners); or
- e) telling you about the change when you ask for an account related service.

By continuing your account or using any account-related service after the effective date of any change, you confirm your agreement to the change. If your account pays interest, the terms and conditions governing changes in interest rates are provided separately in the Truth-In-Savings disclosure or in another document.

7. Right to Refuse Account or Terminate Account. The Bank reserves the right to refuse to open or maintain any account with any person or organization. The Bank also reserves the right to close your accounts, with or without cause, at any time and without notice, except as may be required by law. You are responsible for any fees, charges or penalties and for the amount of any checks which are in process at the time your account is closed. You may, at any time, close the accounts after the Bank has received notice and has had a reasonable opportunity to act on it. The Bank may hold funds in your account to pay any of your outstanding debits before closing your account. If your account balance is zero (0), the Bank may consider your account closed, and the Bank will have no further obligation to accept deposits or pay any items.

8. Customer Notices. Any written notice you give to the Bank is not effective until it is actually received by the Bank and the Bank has had a reasonable opportunity to act upon the notice.

9. Debit Cards. If the Bank issues a debit card to you for conducting transactions at automated teller machines ("ATMs"), debit transactions for purchasing goods or services from merchants and/or for identification purposes, you agree that any such card is the property of the Bank and may be canceled by the Bank at any time without notice to you and must be surrendered upon the Bank's request. You acknowledge that the personal identification number ("PIN") assigned to you for use with a debit card has the same legal effect as your signature and is personal and confidential. You agree to take all reasonable precautions so that no one else learns the PIN, including not communicating or disclosing the PIN to any other person, not writing the PIN on your debit card, and not keeping a record of your PIN in the same wallet or place as your debit card. You agree that if you give your debit card and PIN to another person, you will be responsible for any use of the card by such person, even if the other person uses the card and PIN in an amount that exceeds any limit you placed on such usage. You agree to report to the Bank any loss or theft of your debit card or any other problem concerning your account. Your rights and liabilities will be as set forth in the Electronic Fund Transfers Disclosure.

OWNERSHIP OF ACCOUNTS

10. Ownership Designation. The classification of your account as a consumer account or a business account, and the form of ownership of your account, are designated on the Signature Card and the Bank's records. The Bank may rely on the classification and form of ownership for an account set forth on the Signature Card for all purposes relating to the account. To the extent the Bank's records and the Signature Card conflict regarding the form of ownership, the Signature Card will control. To the extent the Signature Card is lost, destroyed, illegible or otherwise unavailable, or, in the sole judgment of the Bank, incapable of reasonable interpretation, the Bank's records shall control. The provisions of Sections 11 through 19 of these Terms and Conditions describe the rules applicable to the various account classifications and forms of ownership available. Only the provisions relating to the classification and form of ownership designated on the Signature Card apply to your account. The Bank makes no representations or warranties as to the appropriateness or effect of the ownership or classifications, except as the Bank determines to whom the Bank pays the funds in the account.

11. Consumer Accounts—Individual Accounts. By opening an account designated as an individual account, you are considered by the Bank as the sole owner of the account.

12. Consumer Accounts—Joint Survivorship Account. Each individual agrees that the Bank may accept deposits, withdrawal requests, or other instructions from any one owner without permission from the other owner. When you hold an account as joint tenants with right of survivorship and one of you dies, the account is payable to the surviving co-owner(s).

13. Consumer Accounts—Joint Account (as Tenants in Common). A consumer account owned by two (2) or more parties that does not qualify as a Marital Account or a Joint Survivorship Account is a joint account held as tenants in common. Each individual agrees that the Bank may accept deposits, withdrawal requests, or other instructions from any one owner without permission from the other owner. Upon the death of an account owner, the deceased owner's portion of the account is payable, in whole or in part, to the deceased owner's estate.

14. Marital Account. If your account is a marital property account, the account owners are two individuals who claim to be married spouses, and each individual has an equal and undivided interest in the account during their lifetimes. Each individual agrees that the Bank may accept deposits, withdrawal requests, or other instructions from any one owner without permission from the other owner. When one spouse dies, fifty percent (50%) of the funds belong to the surviving spouse and fifty percent (50%) of the funds belong to the estate of the deceased spouse, or if applicable, are paid to the payable-on-death beneficiary.

15. Pay-On-Death Accounts. The Bank may, to the extent permitted by law, accept accounts designated on the Signature Card as "Payable on Death" accounts. These accounts use a statutory procedure to automatically transfer your account to the beneficiaries designated on the Signature Card upon your death. The Bank makes no representations as to whether the use of such a designation is appropriate for the person(s) establishing such an account. Any such designation should be made only after consulting with an attorney or other estate-planning professional. During your lifetime you may make withdrawals and perform other transactions and all interest earned on your account shall be reported to the social security number designated on the Signature Card. You may close your account by withdrawing all of the funds and/or may remove beneficiaries at any time. Upon the death of the

owner(s) of the account, the beneficiary or beneficiaries may then withdraw the funds in accordance with Bank procedures and applicable law. The Bank reserves the right to limit the number of beneficiaries on an account in accordance with Bank procedures and applicable law.

16. Business Accounts. Business accounts are those established by any partnership, corporation, limited liability company, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit basis; all governmental units; and any individual who intends to use the account as a sole proprietor for any trade or business. The classification and form of ownership of a business account are as designated on the Signature Card.

The business and each person who signs the Signature Card, any resolution or any other separate written authorization concerning an account, represents to the Bank that: (a) the business has taken all actions necessary to open and maintain the account, (b) all resolutions or other authorizations given to the Bank by or on behalf of the business are true, accurate and complete in all respects, (c) all assumed or fictitious names used by the business have been duly registered or filed with the applicable governmental authorities, and (d) each person whose name is written or printed on the Signature Card, any resolution or any other separate written authorization concerning the account has complete authority to bind the business in all transactions involving the account.

The business agrees to notify the Bank promptly in writing of any change in its form or jurisdiction of organization or ownership or in the authority of any person with respect to the account or any transactions relating to it. The Bank also reserves the right to require a partnership, corporation, or other legal entity to give separate written authorization telling the Bank who is authorized to act on its behalf. The Bank is authorized to follow the directions of a person designated as having authority to act on the entity's behalf until the Bank receives written notice that the authority has been terminated and has had a reasonable time to act upon that notice.

17. Agency and Fiduciary Accounts. Any individual(s) acting as an agent, guardian, personal representative, attorney-in-fact, custodian or some other fiduciary capacity (individually and collectively, an "Agent") must be designated by the Bank as such on the Signature Card. While your Agent may have a fiduciary relationship with you with respect to an account with such a designation, you agree that the Bank's relationship with you continues to be solely that of debtor and creditor. The Bank is authorized to follow the directions of your Agent regarding your account until the Bank receives written notice that the agency has been terminated and it has had a reasonable opportunity to act upon the notice.

The Bank has the right to review and retain a copy of any power of attorney, agency terms and conditions, trust terms and conditions, court order or other document that has established the agency or other fiduciary relationship and may charge a service fee for the review of such document. Following such review, the Bank may refuse to honor the document creating the agency or fiduciary relationship and you acknowledge and agree that the Bank shall not be liable to you if the document creating the agency or fiduciary relationship, such as a power of attorney, is subsequently determined to be valid pursuant to applicable law.

The Bank has the right to request the production of the original document establishing the agency or other fiduciary relationship and may require that the signatures executing the original document be notarized or that other proof of the authenticity of the

document and/or its continued effectiveness be provided. The Bank is authorized to follow the instructions of your Agent without determining if those instructions are contrary to, or prohibited by, such document.

The Bank is not liable for the misapplication of funds from your account by your Agent. In consideration for permitting agency and fiduciary accounts, you agree to indemnify and hold the Bank harmless from any and all damages, losses, costs or expenses incurred by Bank arising out of or related to the Bank permitting an Agent to transact on an account including, but not limited to, reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law.

18. Custodian Accounts. In this section, "UTMA" means the Uniform Transfers to Minors Act. "UGMA" means the Uniform Gifts to Minors Act. If you open an account as "custodian" for a minor under a state's UTMA or UGMA (collectively, the "Act"), you, as custodian, control the funds on the minor's behalf. The Bank will, therefore, accept withdrawal requests and other instructions for the account only from you as custodian. The Bank may, however, disclose information about the account to the minor or to the minor's representative. You are responsible for complying with the Act's requirements, and the Bank is not responsible for making sure you comply with the Act. The Bank is not responsible to monitor or investigate your use of funds in the Account, or determine whether your use of the funds is for the minor's benefit. You agree to keep the Bank informed of the minor's current address. The Bank may, but is not required to, turn over the account balance to the minor when the minor reaches the age of majority under the Act.

19. Other Forms of Ownership. The Bank may in its sole discretion establish accounts with other types of ownership pursuant to applicable law. If you have questions regarding special ownership arrangements, please inquire at a Bank branch office.

RULES GOVERNING DEPOSIT ACCOUNTS

20. Deposit of Items. Once your account is opened, you may make deposits in person, by mail or by any other method the Bank makes available. The Bank reserves the right to limit, refuse or return any item you attempt to cash or submit for deposit or collection (including, without limitation, items that have been endorsed more than once). All deposits are accepted subject to verification. You should retain your copy of the receipt and any other documents which evidence your deposit. If you claim that a deposit was not properly credited to your account, the Bank may ask you to show your receipt. The Bank is not responsible for deposits made by mail, night depository or other outside depository until the Bank actually records the receipt of those deposits in its books and records. You are responsible for reconstruction and proof of loss of any items included in deposits which are lost or stolen in transit before the Bank has received and accepted the deposit. Further, you agree to fully cooperate and assist in the reconstruction and proof of loss of any items included in deposits that are lost or stolen in transit after the Bank has received and accepted the deposit. The Bank's records will be conclusive proof of the receipt or non-receipt of a deposit. You should not mail cash deposits.

If you fail to endorse an item that you submit for deposit, the Bank has the right, but is not obligated, to supply the missing endorsement. The Bank may require that items with more than one payee be personally endorsed by each of the payees. You agree to

reimburse the Bank for any loss or expense, including without limitation reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law, that the Bank incurs because you fail to endorse an item exactly as it is drawn or if any endorsement is not contained in the first one and one-half inch (1½ in.) area on the back of the item at the end of the item where the words "pay to the order of" appear on the front of the item.

21. Collection of Items. In receiving items for deposit or collection, the Bank acts as your collection agent and assumes no responsibility beyond the exercise of due care. Special instructions for handling an item are effective only if made in writing, given to the Bank along with the item in question and accepted by the Bank. The Bank will not be liable for the default or negligence of any correspondent or for loss in transit, and each correspondent will not be liable except for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve Bank regulations, Clearing House Association or Funds Transfer System rules, and contractual arrangements with other financial institutions.

All items that are cashed or that are received for deposit or collection (including those items drawn on another account at the Bank) are provisionally credited to your account subject to final payment and receipt of solvent credits or cash by the Bank. The Bank is authorized, but is not required, to pursue collection of previously dishonored items, and in so doing it may permit the payor bank to hold an item beyond the applicable deadline.

22. Returned Items and Charge Backs. If an item you cash or deposit into your account is later returned unpaid to the Bank by the financial institution upon which it is drawn, the amount of the item (together with any interest earned thereon) and a service charge as reflected in the Bank's then-current Fee Schedule will be deducted from your account. The Bank may also charge back any item at any time before final payment, whether returned or not, and may also charge back any item if, within the normal handling period for such item, the item cannot be honored against the drawer's account. If charge back to the account is not possible or if it results in the account becoming overdrawn, each owner of the account is jointly and severally liable to the Bank for the amount of any charge back, the relevant service charge and any costs the Bank incurs in collecting the charge back from you including, but not limited to, reasonable attorney's fees, and the costs of litigation, arbitration or other dispute resolution, to the extent permitted by law.

The Bank may exercise all of these rights without giving you prior notice, and you agree that the Bank will not be liable for any damages resulting from its exercise of these rights (including, without limitation, any damages resulting from the dishonor of other items resulting from the reversal of any credit or the return of deposited item) except for ordinary negligence or failure to act in good faith.

23. Return of Direct Deposits. If the Bank is required to reimburse the federal government or any other payor for all or any portion of any benefit payments deposited into your account through a direct deposit plan for any reason, you agree that the Bank may, without prior notice to you, deduct the amount returned to the federal government or other payor from your account or from any other account you have with the Bank, unless the deduction is prohibited by law. This right is in addition to any other rights the Bank has under these Terms and Conditions, including its right of setoff and its security interest in your account.

24. Automated Processing of Items. The Bank has adopted automated collection and payment procedures so that it can process the greatest volume of items at the lowest possible cost to all customers. These automated procedures are based on the use of high-speed automated processing equipment that relies primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, the Bank may disregard all information on the item other than information that is encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. By way of example, the Bank may rely on the amount of a check as encoded in magnetic ink, even if the magnetically-encoded amount is more than the face amount of the check, exceeds the maximum amount for which the check is valid as stated in a legend on the check, or is subject to any other restrictive legend. You agree to reimburse the Bank for any loss or expense (including, without limitation, reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution, to the extent permitted by law) that the Bank incurs because you issue or deposit an item containing such extra information. Furthermore, you agree that the Bank does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for the sight examination for alterations or verification of the signature of the drawer or of any endorser on items with a face amount below an amount or not meeting other confidential criteria established by the Bank from time to time.

25. Authorized Signatures. The authorized signatures for an account are those reflected on the Signature Card, any resolution, or any other separate written authorization relating to the account received by the Bank. For the payment of funds and for all other purposes relating to your account, the Bank is authorized to act on those signatures, but the Bank will not be liable for refusing to honor items or signed instructions regarding an account if it believes in good faith that the signatures appearing on such items or instructions are not genuine. Additionally, the use of a facsimile signature or endorsement device may be authorized by designation on the Signature Card, a resolution, or other separate written authorization. If the use of a facsimile signature or endorsement device has been so authorized or such a device has otherwise been used, the Bank may honor or accept for deposit any item or signed instruction which bears or appears to bear the appropriate facsimile signature or endorsement even if it was made by an unauthorized person or with a counterfeit facsimile device. Therefore, close control should be maintained over any facsimile signature or endorsement device and statements and canceled items should be promptly reviewed for unauthorized use of any such device. Furthermore, you may give another person authority over your account by your conduct or by your failure to act. For example, if you give information about your account (such as the Bank's routing number and/or your account number) to another party but do not physically deliver an item to that party, any item presented against your account by that party is deemed to have been authorized by you. The Bank is not obligated to recognize any such authorizations, but has the right to do so at its sole discretion. When an account is established, a desire for more than one authorized signature on certain items drawn against your account may be indicated by designating a specific number of desired signatures on the Signature Card, a resolution or other separate written authorization that is given to the Bank. However, any such designation is solely for your convenience and internal control purposes. In the absence of a specific written Terms and Conditions to the contrary, the Bank is not required to determine if any item

drawn against any account contains the number of desired signatures indicated by any such designation.

26. Checks and Other Withdrawals. Withdrawals from an account may only be made according to the procedures established by the Bank from time to time, and the Bank reserves the right to require not less than seven (7) days advance notice prior to permitting any withdrawal from any interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. The Bank also reserves the right to require up to six (6) days' notice prior to withdrawal from a Demand Deposit Account. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty.

As indicated earlier in these Terms and Conditions, the Bank processes items with high-speed automated equipment. In order for that equipment to function properly and efficiently, all items drawn against an account or used to withdraw funds from an account must meet certain formatting and other technical specifications. Information concerning these specifications is available upon request. If an item is presented to the Bank that does not meet these specifications or it contains incorrect information (including, without limitation, an incorrect account number), the Bank reserves the right to reject the item, impose a special fee for processing the item, or both. If you issue items for payment with duplicate serial numbers, this will impair the Bank's ability to implement certain of your requests (such as stop payment and post-dated item requests) and to administer your account in an effective manner. As a result, you agree that you issue items with duplicate serial numbers at your own risk and agree not to hold the Bank liable for any damages or losses relating to such items or their handling by the Bank. The Bank also reserves the right to refuse or impose a special fee for any withdrawal or transfer request which is attempted by any manner not specifically authorized for the account in question, which is greater in frequency or number than that specifically permitted for the account in question, or which is for an amount less than any minimum withdrawal or transfer denomination required for the account in question.

A "substitute check" is a paper reproduction of an original check (front or back) that meets the requirements of federal law and is suitable for automated processing by banks. You agree that you will not cash or deposit any substitute checks or image documents intended as substitute checks that have not been previously endorsed (signed or stamped on the back) by a bank. The Bank's acceptance for collection or deposit of a substitute check or image document intended as a substitute check will not be considered a waiver of the previous sentence. If you cash or deposit such a check or document, you give the Bank the same warranties and indemnities that: (1) the Bank is legally required to give under applicable law or regulation to others for the item; and (2) the Bank gives under applicable network or clearinghouse rules for the item. You are legally responsible for all of the Bank's losses that result from any substitute checks or image documents intended as substitute checks that you cash or are deposited to your account.

Subject to these general restrictions you may withdraw funds on deposit by the following methods:

- a) properly executing a check or a withdrawal slip. The Bank reserves the right to reject checks, withdrawal slips or other items written in pencil or which are incomplete, illegible, inconsistent or incompatible with Bank equipment.
- b) authorizing the Bank in advance to make withdrawals electronically and directing payment thereof in such manner as the Bank may determine in its sole discretion.

c) if you request and are approved to use either a personal identification number ("PIN"), telephone banking services, and/or electronic bank services (including Internet services), withdrawals may also be made from your account by:

- 1) telephoning the Bank, furnishing your account number and PIN and directing payments to be made in accordance with authorizations given to the Bank;
- 2) requesting cash, either from a teller over-the-counter at a branch location or from an ATM;
- 3) contacting the Bank via an approved electronic medium (telephone or internet for example) and instructing the Bank to make payment directly to merchants or others or transferring funds to another account; and
- 4) requesting payments to be made through the use of a point of sale transfer service, in which case, the Bank may require that you furnish a properly executed check, draft or other applicable withdrawal/payment form, use the applicable debit card and/or use the PIN.

27. Insufficient Funds and Overdrafts. The Bank has no obligation to pay any item that is presented for payment against insufficient available funds. The Bank may determine whether or not your account contains sufficient available funds to pay an item at any time between the time the item is presented and the Bank's return deadline, and only one determination of the account balance is required. If that determination reveals insufficient available funds to pay the item, the Bank is not required to pay the item and may return it unpaid. Alternatively, the Bank may pay the item and create an overdraft in your account. Whether or not the Bank decides to pay the item and create an overdraft is in the sole discretion of the Bank and will depend on various factors, including your history with the Bank. Moreover, the honoring of one or more items drawn against insufficient available funds does not obligate the Bank to honor any other such items, either in the future or during the same day's processing, and you should not rely on the Bank to honor any particular items drawn against insufficient available funds. In all cases, the Bank is not required to give you prior notice that an item will be returned for insufficient available funds.

An insufficient balance or overdraft in your account and each item presented for payment against insufficient available funds in your account (whether paid, denied, or returned) are each subject to an overdraft fee as provided in the Bank's then-current Fee Schedule. You agree that if your account becomes overdrawn for any reason, you must immediately deposit sufficient funds to cover the overdraft and any fees assessed upon notice of the overdraft. The Bank may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. Moreover, you agree to reimburse the Bank for any costs it incurs in collecting the overdraft from you including, but not limited to, reasonable attorney's fees, and the costs of litigation, arbitration or other dispute resolution, to the extent permitted by law.

Return Item For Non-Sufficient Funds. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or re-presentation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example,

you write a check for your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

For consumer accounts, the Bank does not charge a fee for overdrafts due to ATM or everyday (that is, transactions coded as one-time or non-recurring) debit card transactions unless you ask the Bank to authorize and pay those transactions. An overdraft fee can be assessed on recurring debit card transactions and any other item the Bank pays into overdraft.

On debit card transactions, merchants may request a temporary hold on your account, which hold may be for more than the amount of your actual purchase. This temporary hold and the amount charged to your account will eventually be adjusted to the actual amount of your transaction, but it take up to three (3) days for the adjustment to be made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If you have opted-in to overdraft services for ATM and debit card transactions, this may result in an overdraft fee, even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

28. Payment Order. The Bank's policy regarding the order of payments is to process items in the following order:

- (a) wire transfers first, on the day they are processed;
- (b) debit card transactions including ATM withdrawals, on the day they are processed;
- (c) online and telephone banking transactions, on the day they are processed;
- (d) ACH transactions, on the day they are processed;
- (e) Teller transactions, checks and other similar items, in check number order ascending numerically from lowest to highest numbered item on the day they are processed (an item without a check number will post before a numbered item);
- (f) Internal pre-arranged transfers, on the day they are processed.

The Bank processes online bill pay transactions differently depending on whether the receiver accepts ACH payments. If the receiver accepts ACH payments, bill pay transactions are processed the same as other ACH transactions. If not, a check is issued and processed the same as other checks.

29. Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time electronic fund transfer ("EFT"). When information from your check is used to make an EFT, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Fund Transfer Act (please see the Electronic Fund Transfers Disclosure). A description of the transaction will appear on your statement. However, because the Bank does not have the opportunity to review the check to examine the signatures on the item, you agree that, you waive any requirement of multiple

signatures as to any items which the Bank has no opportunity to review.

30. Stop Payment. Unless otherwise provided in these Terms and Conditions, the Electronic Fund Transfers Disclosure, or other disclosures or communications, this section governs stopping payments of items such as checks and drafts. Stop payments are not generally permitted on cashier's checks, certified checks or money orders. Stop payments on preauthorized EFTs subject to Regulation E will be handled in accordance with the then-current provisions of the Electronic Fund Transfers Disclosure. For each stop payment request, a service fee, as set forth in the then-current Fee Schedule for your account may be deducted from your account, or if your account is insufficient to pay the fee, then by debiting any other account held with the Bank in the name of any signer on the account. Each renewed stop payment will be treated as a new request for purposes of fees.

You may ask that the Bank: (1) stop payment on a check or draft you have written against your account, unless the Bank has already paid or certified the check or draft; or (2) not pay a check or draft before the date written on the check (called "postdated items"), unless the Bank has already paid the check or draft. The Bank must receive any request you make under the previous sentence in a manner and at a time that gives the Bank reasonable opportunity to act on it. The following additional terms apply to these requests:

- (a) Your request may be in writing, in person, by telephone, or by any other means the Bank may establish from time to time. If your request is oral, the Bank reserves the right to require that you confirm the request in writing or using an electronic method acceptable to the Bank within fourteen (14) days after the request.
- (b) If you ask the Bank to stop payment on a check or draft, the Bank will keep the request in effect for six (6) months after the date of the original request. After that, the request will expire unless you renew it. You may renew a stop payment request for additional six (6) month periods. The Bank does not have to honor a stop payment request after it has expired.
- (c) For all requests under this section, you must give the Bank your name, your account number, the check or draft number, the exact amount of the check or draft, the date of the check or draft, and any other information the Bank may request.
- (d) A stop payment order, a renewal of a stop payment order, or a release or cancellation of a stop payment order may be given by any person who is authorized to draw items against your account; however, a release of a stop payment order may be made only by the person who initiated the stop payment order.

If you ask the Bank to stop payment on a check or draft or to not pay a check or draft before the date written on it, and the Bank pays the check anyway, the Bank does not have to put the money back in your account and is not legally responsible to you unless: (1) your request meets all the requirements of this section; (2) you show to the Bank's reasonable satisfaction that you were not legally responsible for payment of the check or draft and were not otherwise required to pay the payee; and (3) you show to the Bank's reasonable satisfaction that you did not benefit from the Bank's payment of the check or draft. The Bank also does not have to put the money back in your account if the Bank is not legally responsible for paying the check or draft under applicable law or required to pay the check or draft under applicable law. When you stop payment of a check or draft, you may still be legally responsible to the payee, and the payee may still have the right to collect on the check or the underlying transaction.

The Bank does not have to honor your request to stop payment on a certified check, official bank check, cashier's check, or money order, except as required by applicable law if they are lost or stolen. If the Bank agrees to such a request (and where permitted by applicable law), the Bank may require you to give the Bank security, such as a bond or other collateral, to protect the Bank from loss for honoring your request. Contact the Bank immediately if one of these kinds of checks is lost, destroyed, or stolen. To stop payment on recurring electronic withdrawals, see Electronic Fund Transfers Disclosure.

If the Bank re-credits your account after paying a check or draft over a valid and timely stop payment order, you hereby agree to transfer and assign to the Bank all of your rights against the payee or other holder of the check or draft, and to assist the Bank in legal action taken against that person at a later date(s). The Bank shall then be subrogated to your rights to the extent permitted under applicable law. If you request a stop payment on a check or other item, you agree to indemnify the Bank and hold the Bank harmless for all damages (whether civil or criminal), expenses and costs incurred by the Bank for refusing payment, including, but not limited to reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law. The Bank's stop payment order cutoff time is one (1) hour after the opening of the next banking day after the banking day on which the Bank receives the item.

31. Postdated Items. The Bank's high-speed automated check processing equipment cannot detect a post-dated item (an item bearing a date later than the actual calendar date). Therefore, it is not recommended that you issue post-dated items as a means of withdrawal, and you agree that the Bank may disregard the date of an item and may charge the amount of the item against your account (even if payment would then be made before the date of the item) unless you have notified the Bank as described in this section that you have issued a postdated item. If you do not provide proper notice to the Bank, and it pays the item prior to the date shown on the item, the Bank will have no liability to you or any other party. For each request, a service fee, as set forth in the then-current Fee Schedule for your account may be deducted from your account, or if your account is insufficient to pay the fee, then by debiting any other account held with the Bank in the name of any signer on the account. Postdated items beyond forty-five (45) days will not be accepted. To provide proper notice to the Bank of a postdated item you must visit a branch office of the Bank or call **1-800-369-0226**. You may be required to sign a written request.

Your notice regarding a post-dated item must inform the Bank of the exact date of the item, the name of the payee the exact number of the item, the exact account number and the dollar amount of the check to the exact cent. You must include all required information for the notice to be effective. The Bank relies on its high-speed automated check processing equipment in implementing notices regarding post-dated items and, as a result, even slight variations in the amount of the item or other inaccurate information may prevent the Bank from implementing the request. The Bank is entitled to a reasonable period of time after you give the notice of the postdated item, or release or cancellation of the notice, to notify its employees and implement the request.

You agree that the Bank will not be liable for payment contrary to the request, (or rejection of an item contrary to revocation of such a request) whether oral or written, if the Bank did not have a reasonable period of time to notify its employees and implement the request prior to payment or if the information you give is not correct or if you fail to give any other reasonable information regarding the item and it is paid prior to the date indicated. If the

Bank re-credits your account after paying a check over a valid and timely postdated check notice, you hereby agree to transfer and assign to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in legal action taken against that person at a later date(s). The Bank shall then be subrogated to your rights to the extent permitted under applicable law. If you request the Bank to follow your instructions regarding a postdated check or other item, you agree to indemnify the Bank and hold the Bank harmless for all damages (whether civil or criminal), expenses and costs incurred by the Bank for refusing payment, including, but not limited to, reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law.

32. Temporary Account Agreement. If this option is selected on the Signature Card, 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, the Bank may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements the Bank has imposed within a reasonable time.

33. Stale Items. The Bank reserves the right either to pay or dishonor any stale item (an item presented more than six (6) months after its issue date) upon presentment. The Bank shall not be liable to you for refusing to pay a stale item or for paying a stale item.

34. Time-Dated Items. The Bank's high-speed automated check processing equipment cannot detect a time-dated item (an item stating that it is not valid after a specified date or for more than a specified period of time). Therefore, you agree that the Bank will not be liable for charging your account after the date or beyond the period stated on an otherwise properly payable time-dated item.

35. Back of Items. You agree that the Bank will not be liable to you because an item you deposit in your account is returned after the time set by applicable law if the delay in returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that were made by you or a prior endorser. Similarly, you will be liable to the Bank for any loss or expense, including, but not limited to, reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law incurred because the Bank is unable to properly return an item drawn on your account within the time set by applicable law when the delay in properly returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that existed at the time you issued the item.

36. Health Savings Accounts. It is your responsibility to ensure that withdrawals or distributions from your health savings account ("HSA") comply with the law. The Bank is not responsible for ensuring that any withdrawals or distributions from your HSA are for the proper purpose or comply with applicable law. These Terms and Conditions are intended to work in conjunction with the HSA Agreement provided to you, but, in the event of a conflict between these Terms and Conditions and the HSA Agreement, the HSA Agreement shall control.

37. Inactive and Dormant Accounts. If you do not make any deposits or withdrawals from your account, or you fail to maintain contact with the Bank (e.g. return of mail to the last known address for the account, etc.) for six (6) consecutive months on your checking account, one (1) year on health savings accounts and thirty-six months (36) on savings accounts, your account will be classified as inactive. Your account will remain classified as

inactive until you make a deposit or withdrawal or otherwise notify the Bank of your interest in the account. The Bank may classify accounts as dormant or inactive for other reasons. These reasons are not disclosed in these Terms and Conditions for security purposes. Upon the expiration of the term of a certificate of deposit classified as inactive, the certificate may be automatically converted by the Bank into a non-interest bearing account at the Bank's sole discretion unless you contact the Bank and direct otherwise. Upon your account being classified as inactive, a monthly service charge, as set forth in the then-current Fee Schedule, may be assessed and deducted from your account from the date of such classification. If the balance in your account reaches zero after the assessment of inactivity fees, dormant account fees or other service fees, the Bank may close your account.

38. **Escheat.** Under applicable state law, any account which has not had activity for a certain period is deemed to be escheatable. Any and all funds in your account that are determined to be escheatable will be withdrawn and paid to the applicable government entity. An escheat fee may be deducted from your account prior to payment being made to the state. The Bank is relieved from all responsibility to any party if your account is escheated.

39. **Right of Setoff and Security Interest.** If you owe the Bank money, now or any time in the future, as a borrower, guarantor or otherwise, and the amount owed becomes due, either in whole or in part, the Bank has the right under applicable law and under these Terms and Conditions to withdraw money from your account to pay the debt. The Bank may take such action without taking any legal action or without any advance notice to you. The Bank may withdraw the money even if the withdrawal results in a penalty, fee or the dishonor of checks.

In the case of a partnership or joint account, each partner or joint account owner agrees that the Bank may withdraw funds from the account to satisfy any one of their individual obligations or any one of their joint or several obligations. Each partner or joint owner also agrees that the Bank may withdraw funds from their individual accounts to satisfy obligations of the joint or partnership account.

You hereby grant the Bank a security interest in and continuing lien upon your account(s) and other property held by the Bank in which you have an interest, now or hereafter, to secure payment of any debt or obligation owed to the Bank. The security interest granted in these Terms and Conditions is in addition to the Bank's right of setoff. However, the right of setoff and security interest may not apply to your account if: (a) it is an IRA or a tax-deferred Keogh Retirement Account; (b) the debt is created by a consumer credit transaction under a credit card plan; or (c) the debtor's right of withdrawal arises only in a representative capacity. To the extent any of the funds to be setoff or used to satisfy the Bank's security interest are entitled to any exemption from execution, levy, attachment, garnishment, seizure or other legal or equitable process (including, without limitation, any Social Security, Supplemental Security Income, veterans or other federal or state benefits), then to the maximum extent allow by law you hereby knowingly, affirmatively and unequivocally waive such exemption and consent to the Bank's setoff against or realization of the Bank's security interest with respect to such funds as contemplated by these Terms and Conditions.

40. **Fees and Charges.** All accounts are subject to various fees and service charges. The particular fee or service charge applicable to the account being established is detailed in the most current Fee Schedule. These fees and charges may be deducted from your

account without prior notice to you and you agree that the Bank shall not be liable for dishonoring any item or withdrawal request because of insufficient available funds resulting from the deduction of these fees and charges. An insufficient or zero balance in an account does not relieve you of the responsibility for payment of such fees and charges. The Bank reserves the right to collect unpaid fees from the next deposit to your account or from funds on deposit in other accounts held by you, individually or jointly, at the Bank. The Bank also reserves the right to pursue legal action against you to collect any such fees or charges. If the Bank pursues legal action for fees and/or charges each signer on your account is jointly and severally liable to the Bank for the amount of any fee or charge, including any costs the Bank incurs in collecting the fee or charge from you including, but not limited to, reasonable attorney's fees, and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law. The Bank reserves the right to waive service charges and fees at its sole discretion.

41. **Cashing Items for Non-Customers.** From time to time, a person who is not a customer of the Bank may attempt to cash an item drawn on the Bank. The Bank is not obligated to cash such items, but if the Bank agrees to do so the following conditions shall apply. Cashing an item for a non-customer exposes the Bank to certain risks that are not present if the item is deposited at another financial institution and presented to the Bank through the check collection system. As a result, you agree that the Bank may charge a non-customer a fee to cash an item (including a payroll check) that is drawn against your account. This fee may be imposed without prior notice to you and may be applied to items that are drawn on your account or that the Bank issues at your request. You also agree that the Bank may impose various additional identification, security and other requirements on a non-customer seeking to cash an item drawn on the Bank. These requirements may include, without limitation, submitting one or more forms of identification, providing thumbprints or other biometric identifiers, and using specified teller lines that may only be available at specially designated locations.

42. **Account Records.** The Bank will maintain appropriate records of your account in accordance with applicable law. The Bank will provide you with a periodic statement of your account. You must promptly notify the Bank in writing of any change in the address, name, email or telephone number for your account. The Bank may impose a fee if it attempts to locate you at an address other than the address in the Bank's records.

43. **Reviewing Statements and Reporting Problems.** You are in the best position to discover a forged, unauthorized or missing signature or endorsement, a material alteration, a missing or diverted deposit or any other error or discrepancy relating to a check, deposit or other credit or debit entry to your account. Therefore, you should carefully examine your statements when you receive them. If you feel that some unauthorized person has withdrawn funds from your account, that one or more deposits is not reflected on your statements, or that there is any other type of error or discrepancy in your statements, you should notify the Bank immediately.

If you do not discover and report a forged, unauthorized or missing signature or an alteration promptly after the Bank has sent or otherwise made your statement available to you, you agree not to assert against the Bank: (a) any forged, unauthorized or missing signature or alteration, if the Bank suffered a loss because of your failure to discover and report the problem, and (b) any forged, unauthorized or missing signature or alteration by the same wrongdoer on items paid by the Bank after you have had a reasonable period of time (not to exceed thirty (30) days) to

examine the statement containing or reflecting the first forged, unauthorized or missing signature or alteration but before the Bank receives notice of the problem from you. If the previous sentence applies, but you are able to prove that the Bank failed to exercise ordinary care in paying the item in question and that the Bank's failure substantially contributed to the loss, then (unless the next paragraph applies) the loss will be allocated between you and the Bank based on the extent to which you and the Bank's respective failures to exercise ordinary care contributed to the loss. In that regard, and as disclosed elsewhere in these Terms and Conditions, the Bank processes checks and other items by automated means and does not visually examine or verify signatures on all checks or other items. You agree that the Bank does not fail to exercise ordinary care because it uses these automated procedures. You also agree that the Bank does not fail to exercise ordinary care if the items are forged or altered so cleverly (as by unauthorized use of a facsimile machine, photocopy machine, computer equipment or otherwise) that a reasonable person would not detect the forgery or alteration.

If you have not discovered and reported a forged, unauthorized or missing signature or endorsement, a material alteration, a missing or diverted deposit or any other error or discrepancy relating to a check, deposit or other credit or debit entry to your account within sixty (60) days of the date on which the first statement containing or reflecting (or that should have contained or reflected) those items was sent or otherwise made available to you, you agree not to assert that problem against the Bank. This sixty (60) day limitation takes priority over the provisions in the previous paragraph and applies regardless of whether or not you or the Bank exercised ordinary care with respect to the item in question (or is payment), the examination of the statement on which it was reflected (or should have been reflected) or otherwise. IF YOU FAIL TO DISCOVER AND REPORT THESE OR ANY OTHER ERRORS OR DISCREPANCIES WITHIN THE SIXTY (60) DAY PERIOD, YOU LOSE ANY AND ALL RIGHTS YOU MAY HAVE TO ASSERT THE ERROR OR DISCREPANCY AGAINST THE BANK.

If the Bank pays or agrees to pay you for any loss because of an error or unauthorized transaction on your account: (1) you assign to the Bank any rights you may have against another person who may be legally responsible for the loss (right of subrogation), and you agree to fully cooperate with the Bank in attempting to collect the loss from that other person; (2) you agree that the Bank is not legally responsible to you for anything further related to the error or unauthorized transaction; and (3) you agree to sign any document confirming (1) and (2) that the Bank requests. The Bank may withhold or reverse any payment the Bank makes to you under this section if you fail to comply with any of your agreements under this section. You also 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 the Bank's option, assign them to the Bank. Any liability the Bank may have will be reduced by the amount you recover or are entitled to recover from these sources.

44. Lost or Stolen Instrument. In addition to the procedures set forth in the Electronic Fund Transfers Disclosure, if any check, item, passbook, certificate or other account instrument or document is lost, stolen, destroyed or misappropriated, you shall give notice to the Bank immediately. You may give oral notice to the Bank, however the Bank may require, any oral notice to be confirmed in writing and received by the Bank within fourteen (14) days. The Bank will not be responsible for any loss resulting from the presentation of lost, stolen or misappropriated instruments,

unless the Bank has received prior notice and has had a reasonable time period to act upon such notice. The Bank may, in its sole discretion and without assuming any liability, permit continued use of your account or order your account closed. Notice shall be given to the Bank in writing at P.O. Box 23900, Green Bay, Wisconsin 54305-3900, or by telephone at 800-369-0226.

Before permitting use of your account or opening a new account, the Bank may, in its sole discretion, require a waiting period, proof by affidavit of the loss, theft, destruction or misappropriation, a bond of indemnity from a corporate surety (in a form satisfactory to the Bank) and your written Terms and Conditions to cooperate fully in an investigation of the circumstances surrounding such loss, theft, destruction or misappropriation and in the prosecution of any person(s) who misappropriated said instrument.

45. Attachments and Legal Process. If legal action such as a tax levy, attachment, garnishment, writ of execution or similar legal process is brought against you or your account, the Bank may be required to pay all or a portion of your account to another party and/or may refuse to pay out any money from your account. In such event, the Bank will not be liable to you for complying with such levy, attachment, garnishment, writ or other legal process, even if paying the funds from the account leaves insufficient funds to pay an item you have written. The Bank may also charge your account the applicable fee set forth in the then-current Fee Schedule. The Bank may take the aforementioned actions even if the legal process affects less than all of you. If the Bank incurs any expenses, fees or other costs, including, but not limited to, attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law, in responding to the levy, attachment, garnishment, writ of execution or similar legal process that is not otherwise reimbursed, the Bank may charge or collect such expenses, fees or other costs from your account without prior notice to you. Any tax levy, attachment, garnishment, writ of execution or similar legal process is subject to the Bank's right of setoff and security interest.

The Bank may also charge your account the applicable fee set forth in the Fee Schedule for records and research provided on your account in response to a valid request by you or another account owner or person or entity having a legal interest in your account for which the Bank performs research or produces records. Similarly, the Bank may also charge your account the applicable fee set forth in the Fee Schedule for records and research provided on the Account in response to a summons, subpoena, or other court or governmental agency order or requirement that the Bank perform research or produce records. You agree that the Bank has no duty to challenge or otherwise defend the adequacy or propriety of any legal process served on the Bank.

46. Death or Incompetence. Neither death nor legal adjudication of incompetence revokes the Bank's authority to accept, pay or collect items until the Bank actually knows of the fact of death or an adjudication of incompetence and has had a reasonable opportunity to act on it. Even with such knowledge, the Bank shall have the right to pay any checks, withdrawals, or other items and to carry out any transfer orders for ten (10) days after the date of death or adjudication of incompetence unless otherwise restricted by applicable law, unless the Bank receives instructions to stop payment on those checks, withdrawals, and/or other items and orders from a surviving joint owner (in the case of a joint account), the legal representative of the deceased depositor, the legal representative of the incompetent depositor, or any other person with an interest in the account.

Each joint account owner agrees to notify the Bank upon the death of any other joint account owner. The Bank reserves the right to refuse to process withdrawals from your account until all legal requirements pursuant to a case of death or incompetency are fulfilled in accordance with applicable law.

47. Legal Compliance. By maintaining an account with the Bank, you agree to cooperate with the Bank in the preparation of any forms or reports which the Bank deems necessary or appropriate in compliance with the federal Bank Secrecy Act, Patriot Act, Bank Protection Act or similar federal, state and/or local laws and regulations, as amended from time to time, (collectively “Security Acts”), and you authorize the submission of such forms or reports to governmental agencies as may be required by the Security Acts. You agree to take no action which might frustrate or impede the recordkeeping or reporting obligations imposed upon the Bank by the Security Acts.

48. Indemnity. If you ask the Bank to follow instructions that the Bank believes might expose the Bank to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, the Bank may refuse to follow the instructions or the Bank may require a bond, an indemnification on a form acceptable to the Bank or such other protection as the Bank, in its sole discretion, deems necessary.

49. Pledge of Accounts. You may not pledge or grant a security interest or other lien in your account without the prior written consent of the Bank. In addition, you may not pledge or grant a security interest or other lien in your account if it is considered to be nontransferable by applicable law or regulation. Even if the pledging or granting of a security interest or other lien in your account is permitted by applicable law or regulation and the Bank has given its prior written consent, your account and the funds in it remain subject to the Bank’s right of setoff and security interest unless such right of setoff and security interest are specifically waived in writing by the Bank.

50. Account Security. You are responsible for keeping your banking information confidential. This means that you are not to share your PIN, password, account numbers, personal identification information, and other account data with anyone, including other companies or services providers. You are responsible for notifying the Bank about lost or stolen information or suspected fraudulent activity.

Except when the law requires otherwise, the Bank is not legally responsible to you for your errors or negligent use of the Bank’s online or mobile banking services, and the Bank will not be responsible for or cover losses due to:

- (a) misuse of any services;
- (b) input errors;
- (c) unauthorized access to your account resulting from your negligence;
- (d) leaving your computer or device unattended while using online or mobile banking;
- (e) failure to report unauthorized account access within two business days from the date it became known to you; or
- (f) viruses, which cannot get into your computer or device unless you let them in by downloading programs, opening emails or attachments, or sharing diskettes.

Further, the Bank offers certain services for use by the Bank’s customers to help protect against fraudulent transactions affecting

their accounts. These procedures include “positive pay” services, as well as other safeguards. To the extent available for your account’s product type, the Bank recommends that you utilize the positive pay service as a security measure for your account. You agree that positive pay services are a commercially reasonable measure to reduce losses related to fraud.

If positive pay services are available for your account and you do not use them, the Bank will not be legally responsible to you for any losses that could have been avoided or reduced had you utilized them. You acknowledge that the purpose of the Bank’s positive pay services is to limit unauthorized transactions in your account.

51. Master Accounts and Subaccounts. For purposes of this section, a “checking account” is an account that does not have any limit on the number of checks or other items that can be submitted for payment against the account in a month. For checking accounts (including checking accounts that pay interest and those that do not), the Bank may establish on your behalf a master account and two subaccounts. All information the Bank provides to you about your account will be at the master account level. The subaccounts consist of a “transaction account” and a “non-transaction account.” “Transaction account” and “non-transaction account” refer to the way the Bank classifies these accounts in its records for purposes of federal regulations. On the first day of each month, the Bank will allocate funds between the two subaccounts as the Bank considers appropriate. When the Bank receives items for payment from your master account, the Bank will charge those items against the transaction subaccount. The Bank will then transfer funds from the non-transaction subaccount to the transaction subaccount as necessary to cover the items. On the sixth transfer from the non-transaction subaccount during a month, the Bank will transfer all remaining funds on deposit in the non-transaction subaccount to the transaction subaccount. If your checking account earns interest, the use of subaccounts will not affect the interest you earn. Nothing in this section requires the Bank to pay any item that exceeds your available balance.

52. Credit Verification. You agree that the Bank may obtain a credit or other report about you and your co-owners to help the Bank determine whether to open or maintain an account. Other reports the Bank may obtain include information from the following: (1) motor vehicle departments, (2) other state agencies, or (3) public records.

53. Automated Clearing House (“ACH”) Transactions. You may have deposits made to and withdrawals made from your account, using the ACH funds transfer network. You generally must authorize a company or government agency to pay you or make withdrawals from your account in this way. If you receive an ACH credit, the credit is not final until the Bank receives final payment from the payor or receive payment as provided in Section 4A-403(a) of the Uniform Commercial Code (if Section 4A-403(a) applies to the transaction). You agree that if an ACH Credit is not final, or you receive an ACH Credit in error: (1) you will return to the Bank the amount the Bank credited to your account; or (2) the Bank may deduct the amount of the credit from your account or from any other account you have with the Bank.

Although the Bank does not have to do so, the Bank may receive or accept ACH credits intended for your Account even if your Account is closed. Doing so does not mean your account is “open.” ACH debits will not be accepted after your account is closed. You agree that when the Bank receives an ACH debit to your account, the Bank may deduct the amount of the ACH debit from your account without approval from you beforehand. The ACH debit is not final until the Bank withdraws the payment from your account.

An originating depository financial institution, or “ODFI,” is the name for a bank that a merchant uses to collect money from its customers through the ACH system. You give permission to any ODFI to make ACH debit entries to your account through electronic presentment or re-presentment of items you authorize.

54. Telephone Instructions. Unless required by law or the Bank agrees otherwise in writing, the Bank is not required to act upon instructions you give the Bank via facsimile transmissions or by voicemail or telephone answering machine.

55. Holds and Adverse Claims. The Bank may in its discretion place a hold on funds in your account at any time that the Bank believes in good faith that the Bank may be subject to loss if items are paid or other withdrawals are permitted from the account. Without limiting the generality of the previous sentence, if after an item that you cashed or deposited to your account is finally paid, someone else makes a claim that it was altered, forged, unauthorized or should not have been paid for some other reason, the Bank may withhold the amount of such item until a final determination has been made as to that claim. In addition, if the Bank receives notice of any actual or potential adverse claim to an account or the funds in an account, it may in its discretion refuse to pay out any money from the account for a reasonable period of time after receipt of notice of the actual or potential claim. Although the Bank reserves the right to refuse to pay out any money from an account if it has received notice of an actual or potential claim, the Bank is not required to recognize any adverse claim unless the person making the claim satisfies the requirements specified by applicable state law.

56. Disputes Involving the Account. You agree to be liable to the Bank for any loss, costs or expenses, including, but not limited to, reasonable attorney’s fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law, the Bank incurs as a result of any dispute involving your account or as a result to any hold the Bank, in its reasonable discretion, places on an account as a result of any dispute. You authorize the Bank to deduct any such loss, costs or expenses from your account without prior notice to you. This obligation includes disputes between you and the Bank involving your account and situations where the Bank becomes involved in disputes between you and other account owners, authorized account signers or any third party claiming an interest in your account. It also includes situations where you, other account owners, an authorized account signer, or a third party take some action with respect to your account which causes the Bank to seek the advice of legal counsel, even if the Bank does not actually become involved in the dispute.

57. Transfer of Ownership. YOUR ACCOUNT IS NOT TRANSFERABLE EXCEPT ON THE RECORDS OF THE BANK AND WITH THE WRITTEN CONSENT OF THE BANK. If you wish to transfer ownership of an account or delete an owner from your account, the Bank may require that the account be closed and a new one be opened in the name of the new owner(s).

58. Leap Year. You acknowledge and agree that the Bank shall calculate interest on deposit accounts based upon the actual number of days in a calendar year. For non-leap years you agree that the Bank shall apply a daily rate of interest of 1/365th. For a leap year you agree that the Bank may apply a daily rate of interest of 1/366th during the leap year for all accounts earning interest that are open on or prior to February 29th.

59. Availability of Funds and Holds. The availability of funds and the Bank’s ability to place holds on funds deposited to transaction accounts is addressed in the Bank’s Funds Availability Disclosure. Subject to the Expedited Funds Availability Act—

Regulation CC, as may be amended from time to time, the Bank has the right to charge back the amount of such funds to the account and recover any applicable fee referenced in the most current Fee Schedule.

60. Internet Gambling. The Bank is required to comply with the Unlawful Internet Gambling Enforcement Act of 2006 (“Gambling Act”). The Gambling Act prohibits your use of the account to receive any deposit or credit derived from illegal internet gambling. You agree to tell the Bank if your account is used in connection with internet gambling, even if you believe that the gambling is legal. If you do not notify the Bank, the Bank may deny access to various payment methods or close your account without giving you notice beforehand.

ELECTRONIC FUND TRANSFERS DISCLOSURE
THIS IS YOUR ELECTRONIC FUND TRANSFER DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFERS ACT (15 U.S.C. SECTION 683 ET SEQ.) AND REGULATION E (12 CFR PART 205, ET SEQ.) PLEASE BE CERTAIN TO READ THIS DISCLOSURE CAREFULLY AND NOTIFY THE BANK AT ONCE IF ANY PARTS ARE UNCLEAR.

1. Consumer Liability. Tell the Bank AT ONCE if you believe your card has been lost or stolen, or if you believe that an electronic fund transfer (“EFT”) 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 (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card, you can lose no more than fifty dollars (\$50) if someone used your card without your permission.

If you do NOT tell the Bank within two (2) business days after you learn of the loss or theft of your card, and the Bank can prove the Bank could have stopped someone from using your card without your permission if you had told the Bank, you could lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell the Bank at once. If you do not tell the Bank within sixty (60) days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the sixty (60) days if the Bank can prove that the Bank could have stopped someone from taking the money if you had told the Bank in time. If a good reason (such as a long trip or a hospital stay) kept you from telling the Bank, the Bank will extend the time periods.

2. Contact in Event of Unauthorized Transfer. If you believe that an unauthorized EFT has been made or may be made or if you believe your card has been lost or stolen, please contact the Bank in writing or by telephone at:

Nicolet National Bank
P.O. Box 23900
Green Bay, Wisconsin 54305-3900
Phone: 800-369-0226

3. Business Days. The Bank’s business days are Monday through Friday, but do not include federal holidays.

4. Transfer Types. These are the types of EFTs that you can accomplish with the Bank (assuming you make arrangements to do so). However, except as expressly provided otherwise, this

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

4.1 Preauthorized Transfers. You can arrange to pay certain bills directly from your checking and savings account in the amounts and on the days you request. For example, you can arrange to receive certain automatic deposits from other persons (e.g., Social Security payments or payroll payments) to your checking or savings account. Also, when you pay a merchant or other person for a transaction using a check (for example, to pay for goods or services, or to pay a bill), you may give the merchant or other person permission to use information from your check to make a one-time ACH debit from your account for the amount of the check. If the payment is handled as an ACH debit, funds may be withdrawn from your account as soon as the same day that you give your check to the merchant or other person. Although the above are some examples of preauthorized transfers, this is not an exclusive list of the types of preauthorized transfers or transfers initiated by third parties.

4.2 ATM Transfers. Although not all services may be available at all ATM terminals, you may use your debit card and personal identification number ("PIN") to access your account(s) by ATM in order to check the balance of your account(s), transfer funds between your checking and savings account(s), or withdraw cash from your checking or savings account(s) (but you may not withdraw an amount that is greater than the daily limit allowed for your card each day).

4.3 Debit Card Point-of-Sale Transactions. You can pay for purchases (in person or by telephone) at businesses that have agreed to accept the debit card. The funds are debited from your account. When you initiate a point-of-sale transaction, the amount of said transaction will be reserved against your account by memo post and will reduce the available balance in your account prior to the actual debit of said transaction.

4.4 Telephone Banking Transfers. You may access your account information and transfer funds between your checking and savings account(s) by telephone at the following number: 1-877-296-2745. You must use a PIN to access and complete transactions on your account. You may also make payments from a checking or savings account to loan accounts with the Bank using telephone transfers.

4.5 Online Banking. You may access your account(s) by computer and via the internet in order to transfer funds between your checking and savings account(s) or to make payments from a checking or savings account to loan accounts with the Bank. To protect you and your account information, online banking requires you to enter a password before you begin the online banking service.

4.6 Currency Conversion Fees. If you make an ATM withdrawal or a debit card transaction using your debit card and the ATM or merchant is located outside of the United States, and the withdrawal or payment is made in a currency other than U.S. dollars, the amount of the transaction will be converted to a U.S. dollar equivalent. The exchange rate between the foreign transaction currency and the U.S. dollar billing currency used for processing is: (1) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date (this rate may vary from the rate MasterCard or the other network itself receives); or (2) the government-mandated rate in effect for the applicable central processing date. MasterCard charges the Bank an Issuer Cross-Border Assessment on all transactions outside of the United States.

The Bank passes these fees on to you in the form of currency conversion fees and cross-border transaction fees. The Bank charges a cross-border transaction fee for transactions that take place outside of the United States even if there is no currency conversion.

5. Fees. When you use an ATM not owned by the Bank, 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. The Bank may deduct these fees from your account and forward them to the operator or network, when applicable.

The Bank does not charge a fee for direct deposits to an account; nor does the Bank charge for preauthorized payments from an account. Please refer to the Fee Schedule for additional information about fees charged by the Bank.

6. Illegal Use. You agree that you will not use your debit card or account for any illegal activity. This includes, but is not limited to, unlawful internet gambling or the purchase of goods or services in violation of law.

7. Confidentiality: The Bank will disclose information to third parties about your account or the transfers you make:

- (a) where it is necessary for completing transfers;
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.

8. Documentation.

8.1 Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of the Bank's ATMs. You may not receive a receipt if the amount of the transfer is \$15 or less.

8.2 Preauthorized Credits.

(a) When a person initiates preauthorized EFTs to your account at least once every sixty (60) days, you may call the Bank at 1-800-369-0226 to determine whether the EFT actually occurred.

(b) When a preauthorized EFT will vary in amount from the previous transfer under the same authorization or from the preauthorized amount, the person you are going to pay will send you written notice of the amount and date of the transfer at least ten (10) days before the scheduled date of transfer. You may choose instead to receive notice only when a transfer falls outside of a specified range of amounts or only when a transfer differs from the most recent transfer by more than an agreed-upon amount.

8.3 Periodic Statements. The Bank will send you a monthly account statement for your checking and money market accounts. If there are EFTs from your savings account in a particular month, you will also receive a statement for your savings account for that month. If there are no EFTs from your savings account, you will receive a statement at least quarterly.

9. Preauthorized Payments.

9.1 Right to Stop Payment and Procedure for Doing So. If you have told the Bank in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

call the Bank at 800-369-0226, or write the Bank at P.O. Box 23900, Green Bay, Wisconsin 54305-3900, in time for the Bank to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, the Bank may also require you to put your request in writing and get it to the Bank within fourteen (14) days after you call. If you fail to provide written confirmation within that fourteen (14) day period, the stop-payment order may become ineffective. Please refer to the Fee Schedule for any fees that may be charged for each stop-payment order.

9.2 Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you ten (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.

9.3 Liability for Failure to Stop Payment of Preauthorized Transfer. If you order the Bank to stop one of these payments three (3) business days or more before the transfer is scheduled, and the Bank does not do so, the Bank will be liable for your losses or damages.

10. Bank's Liability. If the Bank does not complete a transfer to or from your account on time or in the correct amount according to the Bank's agreement with you, the Bank will be liable for your losses or damages. However, there are some exceptions. The Bank will not be liable, for instance:

- (a) If, through no fault of the Bank's, you do not have enough money in your account to make the transfer.
- (b) If the transfer would go over the credit limit on your overdraft line.
- (c) If the ATM where you are making the transfer does not have enough cash.
- (d) If the system was not working properly and you knew about the breakdown when you started the transfer.
- (e) If circumstances beyond the Bank's control (such as fire or flood) prevent the transfer, despite reasonable precautions that the Bank has taken.
- (f) There may be other exceptions stated in the Bank's agreement with you.

11. Initial and Annual Error Resolution Notice. In case of errors or questions about your electronic transfers telephone the Bank at 800-369-0226 or write the Bank at P.O. Box 23900, Green Bay, Wisconsin 54305-3900 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. The Bank must hear from you no later than sixty (60) days after the Bank sent the FIRST statement on which the problem or error appeared.

- (a) Tell the Bank your name and account number (if any).
- (b) 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.
- (c) Tell the Bank the dollar amount of the suspected error.

If you tell the Bank orally, the Bank may require that you send it your complaint or question in writing within ten (10) business days.

The Bank will determine whether an error occurred within ten (10) business days after the Bank hears from you and will correct any error promptly. If the Bank needs more time, however, the Bank may take up to forty-five (45) days to investigate your complaint or question. If the Bank decides to do this, the Bank will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and the Bank does not receive it within ten (10) business days, the Bank may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, the Bank may take up to ninety (90) days to investigate your complaint or question. For new accounts, the Bank may take up to twenty (20) business days to credit your account for the amount you think is in error.

The Bank will tell you the results within three (3) business days after completing its investigation. If the Bank decides that there was no error, the Bank will send you a written explanation. You may ask for copies of the documents that the Bank used in its investigation.

12. Error Resolution Notice on Periodic Statements. In case of errors or questions about your electronic transfers, telephone the Bank at 800-369-0226 or write the Bank at P.O. Box 23900, Green Bay, Wisconsin 54305-3900 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. The Bank must hear from you no later than sixty (60) days after the Bank sent you the FIRST statement on which the error or problem appeared.

- (a) Tell the Bank your name and account number (if any).
- (b) 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.
- (c) Tell the Bank the dollar amount of the suspected error.

The Bank will investigate your complaint and will correct any error promptly. If the Bank takes more than ten (10) business days to do this, the Bank will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation.

FUNDS AVAILABILITY DISCLOSURE

Your Ability to Withdraw Funds

The Bank's policy is to make funds from your cash and check deposits available to you on the first business day after we received your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw those funds in cash and we will use the funds to pay checks you have written.

To determine the availability of your deposits, every day is a business day except Saturdays, Sundays and Federal holidays. If you make a deposit before closing time on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit on a non business day, we will consider that the deposit was made on the next business day we are open.

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.

LONGER DELAYS MAY APPLY

Case by Case delays. In some cases, we will not make funds that you deposit by check available to you on the first business day after the day of your deposit. 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 \$225 of your deposit, however, will be available on the first business day after your deposit.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify 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 deposited will not be paid.
- You deposited checks totaling more than \$5,525 in one day.
- You deposited 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 \$5,525 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 \$5,525 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 \$5,525 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 eleventh business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Deposits made at automated teller machines (ATMs) will not be considered received until the next business day. Funds from an ATM deposit will not be available to you until the first business day after the business day of deposit. All ATMs that we own or operate are identified as Nicolet National Bank machines.

**NICOLET NATIONAL BANK
111 N. WASHINGTON STREET
P.O. BOX 23900
GREEN BAY WI 54305-3900
1.800.369.0226**