PRIVACY POLICY

Nicolet National Bank (“Nicolet”) respects your privacy and is committed to protecting it through compliance with this Privacy Policy (this “Policy”). This Policy describes how Nicolet collects, processes, retains, and discloses Personal Data about you when providing services to you in-person or through Nicolet’s website (www.nicoletbank.com), applications (such as when you apply for one of Nicolet’s financial products or services such as a credit card, bank account or loan), products (such as online banking or mobile applications), and other services that link to this Policy (such as on-line chat features) (collectively referred to as "the Services"). By using the Services or providing information to Nicolet, you consent to Nicolet collecting, using, processing, and sharing your Personal Data in accordance with the terms of this Policy. If you do not agree to the terms of this Policy, you should not use the Services or provide Nicolet with any Personal Data through the Services. This Policy may change from time to time. Your continued use of the Services after Nicolet makes changes is deemed to be your acceptance of those changes, so please check the Policy periodically for updates. Additionally, Nicolet may provide additional or different privacy policies that are specific to certain features, services, or activities.

This Policy applies to data Nicolet collects:

- Through your use of the Services;
- In communications, including email, text, chat, and other electronic messages between you and Nicolet; and
- When you interact with Nicolet’s advertising and applications (including mobile applications) on third-party websites and services, if those applications or advertising include links to this Policy.

This Policy does *not* apply to information collected by any third-party, including through any application or content (including advertising) that may link to or be accessible from or through the Services. The Services may include links to third-party websites, plug-ins, services, social networks or applications. Clicking on those links or enabling those connections may allow a third-party to collect or share data about you. Nicolet does not control these third-party websites and Nicolet is not responsible for their data collection and use. Nicolet strongly encourage you to read the privacy notice of every website you visit.

Please read this Policy carefully to understand Nicolet’s policies and practices regarding your Personal Data. By using, or otherwise accessing and navigating the website, accepting the Services, or clicking to accept or agree to the Terms where that option is made available, you confirm that you have read and accept and agree to this Policy, including the Arbitration Agreement. Except to the extent that you may opt-out as provided below, your use of the Services, including all events which occurred before your acceptance of this Policy, shall be subject to this Arbitration Agreement.

1. PERSONAL DATA NICOLET COLLECTS. You may be asked to provide Personal Data anytime you interact with Nicolet or use the Services. You provide some of this data directly, and Nicolet obtains some of it by collecting data about your interactions, use, and experiences with the Services. The data we collect depends on the context of your interactions with Nicolet and the choices you make, including your privacy settings and the Services you use. Nicolet also obtains data about you from Nicolet affiliates, subsidiaries, and third parties.

For purposes of this Policy, "Personal Data" means any information that identifies or can be used to identify or authenticate an individual person. For example, Personal Data could include your name, mailing address, email address, mobile number, IP address, payment information (for example, account information such as name, address, email, credit card number, Social Security number, and any other identifier Nicolet may use to contact you online or offline), and inferences from other Personal Data that could create a profile about your preferences and characteristics. Personal Data includes all Non-Public Personal Information as defined in the Gramm-Leach-Bliley Act. Personal Data does not, however, include publicly available information from government records, deidentified or aggregate information, or information excluded from the scope of applicable data privacy laws.

All Personal Data is collected for specified, explicit and legitimate purposes that are relevant and limited to what is necessary in relation to your use of the Services. All Personal Data is processed lawfully, fairly, and in a transparent manner. Personal Data is stored securely and protected against unauthorized use and kept in a manner to ensure it is accurate and up to date.

2. CATEGORIES OF PERSONAL DATA THAT NICOLET COLLECTS. During the past 12 months, Nicolet has collected, or has had the ability to collect, the following categories of Personal Data:

- *Personal Identifiers* – Personal unique identifiers, such as full name and federal or state identification numbers, including Social Security number, driver's license number, and passport number.
- *Personal Information* – Personal information, including contact details (e.g., telephone number, email address, and physical address), financial information (e.g., account number and balance), and payment information (e.g., credit card or debit card information and information about the payment methods and services (such as PayPal or Venmo) you use in connection with the Services).
- *Characteristics of Protected Classes* — Characteristics of protected classes or groups under state or federal law, such as sex, disability, citizenship, primary language, immigration status, and marital status.
- *Purchase Information* — Purchase information, such as account history, products and services obtained, and transaction history.
- *Internet or Online Information* — Internet or online information (e.g., browsing history), including information about interaction with our websites, applications, or advertisements.
- *Device Information* – IP address, device identifiers, operating system and version, preferred language, hardware identifiers, browser type and settings, and other information you grant us access to on your mobile device (e.g., your contacts or camera).
- *Biometric Information* – Such as fingerprints, faceprints, and voiceprints, keystroke, or other physical patterns.

- *Geolocation Data* — Precise geolocation data, such as device location.
- *Audio and Visual Information* — Audio, electronic, visual, thermal, olfactory, or similar information, such as call and video recordings.
- *Inferences* — Inferences based on information about an individual to create a summary about, for example, an individual's preferences and characteristics.
- *Sensitive Personal Information* — Including:
  - → Account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account;
  - → Racial or ethnic origin, religious or philosophical beliefs, citizenship, immigration status, or union membership;
  - → Contents of mail, email, and text messages unless we are the intended recipient of the communication; and
  - → Sexual orientation.

Nicolet also collects information you elect to provide as part of your account or in any communications made through the Services, including through emails, chats, and other customer support channels. Please note that if you choose not to provide or allow us to collect some information, Nicolet may not be able to provide you with the requested Services.

3. HOW NICOLET COLLECTS YOUR DATA. The sources from which Nicolet collects your Personal Data depends on, among other things, the specific Services you use. The information below lists the categories of sources from which we collect Personal Data in different contexts.

- From you directly, or other individuals acting on your behalf, including when you interact with the Services, such as when you create or update an account, or create, upload, or post content to the Services.
- Public records or widely available sources, including information from the media and information made publicly available by federal, state, and local government entities.
- Outside companies or organizations that provide data to support activities such as fraud prevention, underwriting, and marketing. Examples may include internet service providers, social networks, data brokers, advertising networks, and data analytics providers.
- Outside companies or organizations from whom Nicolet collects Personal Data as part of providing the Services, completing transactions, supporting our everyday operations, or business management and development. Examples include companies or organizations to whom Nicolet provides products and services, other parties, partners, and financial institutions, and parties involved with mergers, acquisitions, and other transactions involving transfers of all or part of a business or set of assets.

Additionally, as you navigate through and interact with the Services, Nicolet may use automatic data collection technologies to collect information that may include Personal Data. Information collected automatically may include usage details, IP addresses, operating system, browser type, and information collected through cookies, web beacons, and other tracking technologies, including details of your interactions with the Services, such as traffic data, location data, logs, and other communication data. Nicolet may use these automatic collection technologies to collect information about your online activities over time and across third-party sites or other online

services (behavioral tracking). Using automatic collection technologies helps us to improve the Services and to deliver a better and more personalized experience.
For more information on how we use tracking technologies, please refer to the 'How Nicolet Uses Tracking Technologies' section of this Policy.

4. HOW NICOLET USES YOUR DATA**.** Nicolet collects and uses your data so that Nicolet can operate effectively and provide you with the best experience when you use the Services. Those purposes may include, but are not limited to:

- To provide you with the Services and any contents, features, information, or products that Nicolet makes available through the Services (including customer support services);
- To create, manage, and maintain your account, including to provide you with notices about your account;
- To manage your participation in promotions;
- To carry out Nicolet's obligations and enforce Nicollet's rights arising from any contracts entered into between you and Nicolet, including for billing and collection;
- To comply with legal requirements and legal process requests from governmental authorities, Nicolet's internal policies, and to enforce Nicolet's terms and conditions (as applicable);
- To notify you about changes to the Website or any Services Nicolet offers or provides;
- To allow you to participate in interactive features on the Website;
- To improve the Services, including by analyzing your information and creating aggregated data derived from your information, to develop, maintain, analyze, improve, optimize, measure, and report on the Services and their features and how users interact with them;
- In any other way Nicolet may describe when you provide your information; and
- For any other purpose with your consent.

Depending on the purposes for which Personal Data is processed, and the context in which the data is obtained, Nicolet may rely on one or more of the following legal bases:

- Performance of a contract with you or other relevant individuals;
- Legitimate business interests;
- Compliance with a legal obligation, a court order, or to exercise or defend legal claims; and/or
- Your consent, which you can revoke at any time.

Nicolet may combine data collected from you with other sources to help improve the accuracy of Nicolet's marketing and communications as well as to help expand or tailor Nicolet's interactions with you. Nicolet may anonymize, pseudonymize, de-identify, and/or aggregate Personal Data and use it for the purposes described above and for other purposes to the extent permitted by applicable law. Nicolet also may use Personal Data for additional purposes that Nicolet specifies at the time of collection. Nicolet will obtain your consent for these additional uses to the extent required by applicable law.

The usage information Nicolet collects, whether connected to your Personal Data or not, helps Nicolet improve the Services and deliver a better and more personalized experience by enabling Nicolet to:

- Estimate Nicolet's audience sizes and usage patterns;

- Store information about your preferences, allowing Nicolet to customize the Services according to your individual needs and interests;
- Speed up your searches; and
- Recognize you when you return to the Services.

If Nicolet combines or connects non-personal statistical or technical data with Personal Data so that it directly or indirectly identifies an individual, Nicolet treats the combined information as Personal Data.

Where required by applicable law, Nicolet will obtain your consent for the processing of your Personal Data for direct marketing purposes.

Nicolet may also use your information to contact you about goods and services that may be of interest to you. If you do not want Nicolet to use your information in this way, please adjust your user preferences in your account profile. For more information, see Section 6 below.

5. WHEN AND WHY NICOLET SHARES YOUR DATA. Nicolet may disclose your Personal Data and other information with its parent, subsidiaries, affiliated companies, partners and third parties for business purposes, such as in order to:

- *Provide the Services to you.* Nicolet may use third-party vendors to perform certain services on your behalf, such as the operation, design and hosting of the Services, tracking analytical information on the website, and marketing, administrative, and financial services.
- *Protect the interests of Nicolet and others.* Nicolet may use and share your information, including Personal Data, in order to comply with applicable law, regulation, or legal process, to comply with a subpoena, warrant, or court order, to protect the safety or security of the Services or any third-party, and to detect, prevent or address fraud or technical issues.
- *Transfer the business or business interests.* Nicolet may share and transfer your information, including Personal Data, to a successor entity in the event of a merger, consolidation, acquisition or similar transaction, including, without limitation, the sale of all or substantially all of Nicolet's interests or assets.
- *Protection of Rights, Property, or Safety.* Nicolet may share your information, including Personal Data, if Nicolet believes disclosure is necessary or appropriate to protect the rights, property, or safety of Nicolet's organization, Nicolet's customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.
- Nicolet may also use your Personal Data to fulfill the purpose for which you provide it and/or with your consent.

Sharing of information for the above purposes may be completed without notice. However, Nicolet's third-party service providers, as defined under applicable data privacy laws, are required to take appropriate security measures to protect your Personal Data. Please see Nicolet's Privacy Notice for additional information.

6. WITH WHOM NICOLET SHARES YOUR DATA**.** Nicolet may share your Personal Data with the following entities:

- Service Providers: Nicolet may disclose your information with certain trusted third-party service providers to help Nicolet provide, improve, promote, or protect its products and

services. Whenever Nicolet does so, Nicolet requires that the third-party use your information only for the purposes Nicolet has authorized and that the third-party protects your Personal Data at least to the same standards the Nicolet does.

- Nicolet Subsidiaries and Affiliates: Nicolet may disclose your information with Nicolet subsidiaries and affiliates, to the extent such sharing of data is necessary to fulfill a request you have submitted via our website or for customer support, marketing, technical operations, and account management purposes.
- Partners: Nicolet may share your information with specific partners that offer supplementary services to those provided by Nicolet, to the extent you consent to such sharing (where required by applicable law).
- Third-Party Networks and Websites: Nicolet may share your Personal Data with third parties for personalized advertising purposes, as defined under California and other applicable U.S. state laws. Third parties may use the data that Nicolet shared with them to show you personalized ads. Learn more about how to opt out of sharing in Section 6 below.
- Third-Party Involved in a Corporate Transaction: Nicolet may share your Personal Data if Nicolet is involved in a merger, reorganization, dissolution or other fundamental corporate change, or sells a website or business unit, or if all or a portion of Nicolet business, assets or stock are acquired by a third-party. In accordance with applicable laws, Nicolet will use reasonable efforts to notify you of any transfer of Personal Data to an unaffiliated third party.
- No mobile information will be shared with third parties/affiliates for marketing or promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

Please note that Nicolet may disclose aggregated information about users, and information that does not identify any individual, without restriction.

7. HOW NICOLET USES TRACKING TECHNOLOGIES**.** Nicolet uses a variety of methods and technologies to store or collect information automatically collected from you (collectively, "Tracking Technologies"). These methods include cookies, web beacons, embedded scripts, and Google Analytics.

- Cookies Generally. A cookie is a data file, which Nicolet places on a device when it is used to visit the Website or otherwise access the Services. Nicolet uses a number of different cookies on the Website, including, without limitation, functional, performance, advertising, and social media or content cookies. Nicolet uses cookies to estimate audience size and usage patterns, understand and save your preferences for future visits, advertise new content and services that relate to your interests, keep track of advertisement and search engine results, compile aggregate data about traffic and interactions to resolve issues and offer better experience, ensure browsing security, and recognize you when you return to the Website. Nicolet may provide cookie and anonymized data to third parties for matching to other data about you to improve the relevance of online advertising and personalization. Your actual email address is at no time shared with such third parties. Most browsers automatically accept cookies, but you can choose whether or not to accept cookies through your browser controls, often found in your browser's "Tools" or "Preferences" menu. For more information on how to modify your browser settings or how to block, manage or filter cookies can be found in your browser's help file or through sites

such as www.allaboutcookies.org. Additionally, please note that blocking cookies may not completely prevent how Nicolet shares information with third parties. To exercise your rights or opt-out of certain uses of your information by these parties, please follow the instructions in Section 6 below.

- Web Beacons. Some parts of the Services and Nicolet's emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs). Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Website, to monitor how users navigate the Services, to count how many messages that were sent were actually opened, or to count how many particular links were viewed.
- Embedded Scripts. An embedded script collects information about how you use the website. The code is temporarily downloaded onto your device while you are connected to the Website and is deactivated or deleted when you leave.
- Google Analytics. Google Analytics 360 (which includes Google Tag Manager and Google Ads) is a web analytics tool that tracks and analyzes the performance of the Website to tailor the Website to the users' interests. Google Analytics uses cookies stored on your device to enable the analysis of how you use the Website.

To the extent any of these automated technologies constitute a sale, targeted advertising, or profiling under applicable laws, you may opt out from use of these automated technologies for such uses by following the instructions in Section 6 below. Please note that some Services features may be unavailable as a result.

8. YOUR PRIVACY RIGHTS AND CHOICES. To the extent provided by the law of your jurisdiction, you may have privacy rights to access, correct, update, amend, delete, restrict the processing of your Personal Data, or object to automated decision-making based on your Personal Data. More specifically, your privacy rights and choices may include the following:

- Right to Know and Access Your Personal Data. This means you have the right to know and request information about what Personal Data Nicolet has collected about you, the categories of this Personal Data, the categories of sources from which the Personal Data was collected, the business or commercial purpose for collecting, selling, or sharing your Personal Data, the categories of third-parties to whom Nicolet discloses Personal Data, and the specific pieces of Personal Data Nicolet has collected about you.
- Right to Correct Your Personal Data. You can request that Nicolet correct inaccurate Personal Data Nicolet maintains about you.
- Right to Delete Your Personal Data. You have the right to request that Nicolet delete Personal Data Nicolet has collected from you. However, keep in mind that this right is subject to certain exceptions, and it is not always possible to completely delete information from Nicolet's systems due to regulatory requirements or automatic data backup or archival methods.
- Right to Data Portability. You have the right to have Nicolet provide your Personal Data in a portable and ready to use format.
- Right to Withdraw Consent. In the event Nicolet processes your Personal Data based upon your consent, you have the right to withdraw your consent at any time.
- Right to Appeal. If you believe Nicolet has denied any of your consumer privacy rights in error, you may have the right to appeal by replying to any communication from Nicolet.

- Right to Non-Discrimination. Nicolet shall not deny the Services or charge you a different price or provide a different level of Services just because you elected to change or delete your information, exercised any of the opt-out options described above, or asserted any right under any applicable privacy law.
- Right to Opt-Out of Profiling. You may have the right not to be subject to a decision based solely on automated processing, i.e., profiling, that produces legal effects concerning you or significantly affects you.

9. HOW TO EXERCISE YOUR RIGHTS**.** If you would like to make a request or exercise any of these rights or options, please contact Nicolet using the information in the "How to Contact Nicolet" section below. When you make a request to know, delete, or correct, Nicolet will attempt to verify that you are who you say you are and may ask you to provide the following information:

- Name, contact information, Social Security Number or individual taxpayer identification number, and date of birth; and
- A copy of a government-issued photo ID. Nicolet accepts your driver's license, state ID, or other government issued identification.

10. RESPONDING TO REQUESTS. Nicolet will verify and respond to your request consistent with applicable law, taking into account the type and sensitivity of the Personal Data subject to the request. Nicolet uses good faith efforts to respond to a verifiable consumer request within forty-five (45) days after its receipt. If Nicolet needs more time (up to 90 days), Nicolet will inform you of the reason and the needed extension period in writing. Nicolet will deliver its written response by email or postal mail. Any disclosures Nicolet provides will only cover the 12-month period preceding the verifiable consumer request's receipt. If Nicolet cannot comply with any portion of a request, the response Nicolet provides will also explain why, if applicable.

A variety of data protection laws apply to much of the Personal Data that Nicolet handles. When these laws apply, Personal Data may be exempt from, or outside the scope of, a request to know, delete, or correct. For example, information subject to certain federal privacy laws, such as the Gramm-Leach-Bliley Act is exempt from California Consumer Privacy Act ("CCPA").

As a result, Nicolet may decline all or part of your request to the extent that it relates to exempt Personal Data. This means that Nicolet may not provide, delete, correct, or opt-out some, or all, of this Personal Data when California residents make a request pursuant to the CCPA .

11. APPEALS**.** You may appeal an adverse decision on your data request by emailing or writing to Nicolet using the contact details above, with the subject line: "Data Subject Rights Appeal." You also have the right to lodge a complaint to your local regulator or attorney general if you are not satisfied with Nicolet's response to your request or how Nicolet manages your Personal Data. However, Nicolet encourages you to contact Nicolet first so we can address your concerns directly.

12. AUTHORIZED AGENTS**.** If you would like to designate an authorized agent to submit any information request on your behalf, please contact Nicolet using the information in the

"How to Contact Nicolet" section below. Designating an authorized agent may require submission of the following:

- Written and signed permission from the applicable user authorizing the agent to submit the verifiable privacy request on their behalf, including a description of the type of privacy request. The name of the agent submitting the request must match the name of authorization; and
- Documentation of the user's identity, such as:
    - A Social Security number or a copy of a Social Security card issued by the Social Security Administration;
    - A certified or official copy of a birth certificate issued by the entity authorized to issue the birth certificate; or
    - A copy of a driver's license or other government issued identification.

13. DO NOT SHARE OR SELL MY INFORMATION. You may also have the right to "opt-out" or direct Nicolet not to sell or share your Personal Data through cookies or other online tracking technologies. The following opt-out options are available to you to control or limit the use of information you provide:

- Disabling or Refusing Tracking Technologies: You may set your browser to refuse all or some browser cookies. This may prevent some targeted advertising. If you elect to disable or refuse cookies, please note that some functionality of the website may be compromised.
- Global Privacy Control ("GPC") Signals: Nicolet honors GPC signals where legally required. GPC is a browser setting that a user can set to send a signal to websites visited regarding the user's cookie preferences. If your browser or browser extension has GPC enabled, Nicolet will recognize that signal and opt you out of non-essential cookies. For more information about GPC and how to implement GPC opt-out preference signals, please visit globalprivacycontrol.org.
- Limit Targeted Advertising: You may also reduce some targeted advertising by following the opt-out procedures available on the Network Advertising Initiative's ("NAI") website at www.networkadvertising.org, or, if you are a California resident, pursuant to California Civil Code Section § 1798.83, you may request that your Personal Data not be shared with other companies for marketing purposes by contacting Nicolet using the information in the "How to Contact Nicolet" section below.
- Prevent Future Promotional Offers from Nicolet: Nicolet endeavors to only provide communications to customers and users who wish to receive them. If at any time, you do not wish to receive future promotional offers from Nicolet, please contact Nicolet using the information in the "How to Contact Nicolet" section below. If Nicolet has sent you a promotional email, you may also unsubscribe from such communications by following the procedures described in the email. You can also opt out by logging into your account and adjusting your account settings and preferences.
- Location Data Choices: You can choose whether or not to allow the Services to collect and use real-time information about your device's location through the device's privacy settings. If you block the use of location information, some Services features may become inaccessible or not function properly.

Additionally, you may exercise your right to opt-out by submitting a request to Nicolet using the information in the "How to Contact Nicolet" section below.

Please note, if you refuse to provide your Personal Data to Nicolet or request that we delete or stop selling your Personal Data, and that Personal Data or sale is necessary for Nicolet to provide you with access to requested Services, Nicolet may not be able to complete that transaction.

14. ARTIFICIAL INTELLIGENCE. Nicolet's may utilize AI functionality in providing the website and Services, which may include the use of technology like machine learning and large language models.

15. WHERE NICOLET STORES YOUR DATA. The Personal Data we collect is stored in secure hosting facilities in the United States.

16. HOW LONG NICOLET RETAINS YOUR DATA. To the extent permitted by applicable law, Nicolet typically retains Personal Data about you for as long as it is needed (1) for the purposes for which Nicolet obtained it, in accordance with the terms of this Policy, which generally means that Nicolet will keep your Personal Data for the duration of our relationship or as long as you keep your account open with Nicolet; (2) for as long as Nicolet has a legitimate business need, including for satisfying any accounting or reporting requirements; and/or (3) for complying with legal requirements. Please see Section 6 above for more information on how to request that Nicolet delete your Personal Data or restrict the processing of such information.

17. CHILDREN'S PRIVACY. The Services are not intended for, and Nicolet does not knowingly collect any Personal Data from, children under the age of 18. Parents may contact Nicolet to access, change, or delete any Personal Data that has been submitted by a minor. If Nicolet learns that it has collected or received Personal Data from a child under 18 years old without verification of parental consent, Nicolet will delete that information.

18. SECURITY OF PERSONAL DATA. Nicolet follows industry-standard practices to protect the Personal Data it collects and processes. Nicolet has put in place commercially reasonable administrative, physical, electronic, and managerial procedures designed to safeguard and secure your Personal Data from accidental loss or destruction and from unauthorized access, use, alternation, and disclosure. Access to Personal Data will be restricted to Nicolet's authorized personnel who require the information in order to perform their duties properly. In addition, Nicolet will limit access to only that information which is strictly necessary for the performance of those duties.

No website, mobile application, system, electronic storage, or online service is completely secure, and Nicolet cannot guarantee the security of your Personal Data transmitted to, though, using, or in connection with the Services. In particular, emails, texts, and chats sent to or from the Services may not be secure, and you should carefully decide what information you send to Nicolet via such communication channels. Any transmission of Personal Data is at your own risk.

Protection of your Personal Data also depends on you. You are responsible for keeping all usernames and passwords confidential and for keeping your devices free from all viruses that could otherwise expose your Personal Data to bad actors.

19. CHANGES TO THIS PRIVACY NOTICE. Nicolet may update this Policy from time to time, and Nicolet will provide notice of any such changes to the Policy as required by law. The date this Policy was last updated is identified at the bottom of the page. Nicolet will notify you of changes to this Policy by updating the "approval date" date and posting the updated Policy on the Services. Nicolet may email or otherwise communicate reminders about this Policy, but you should check the Services periodically to see the current Policy and any changes Nicolet has made to it.

20. ARBITRATION AGREEMENT.

(a) Scope of Agreement to Arbitrate. You and Nicolet agree that any past, pending, or future dispute, claim or controversy arising out of or relating to access to and using the Website, any purchase or transaction by you on the Website, or the Services, or to this Arbitration Agreement (including without limitation any dispute concerning the breach, enforcement, construction, validity, interpretation, enforceability, or arbitrability of this Arbitration Agreement) (a "Dispute"), shall be determined by arbitration, including claims that arose before acceptance of any version of this Arbitration Agreement. In addition, in the event of any Dispute concerning or relating to this Arbitration Agreement — including the scope, validity, enforceability, or severability of this Arbitration Agreement or its provisions, as well as the arbitrability of any claims—you and Nicolet agree and delegate to the Arbitrator the exclusive jurisdiction to rule on their own jurisdiction over the Dispute, including any objections with respect to the scope, validity, enforceability, or severability of this Arbitration Agreement or its provisions, as well as the arbitrability of any claims or counterclaims presented as part of the Dispute.

(b) Selection of Arbitrator. Any Dispute will be resolved, upon the election by you or Nicolet, by arbitration pursuant to this Arbitration Agreement. For a copy of the AAA Consumer Arbitration Rules, to file a Claim, or for other information about the AAA, you may contact AAA at 335 Madison Avenue, New York, NY 10017, www.adr.org. In addition to the AAA, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and Nicolet, or to an arbitration organization or arbitrator(s) appointed pursuant to Section 5 of the FAA, provided that any such arbitration organization and arbitrator(s) will enforce the terms and restrictions set forth herein. If you and Nicolet cannot agree on the selection of an arbitrator within fifteen (15) days after the request for arbitration, the AAA shall select an arbitrator. The determination of the arbitrator in such arbitration shall be final and binding and may be enforced in any court of competent jurisdiction.

(c) Arbitration Process. The arbitration will be conducted in the federal judicial district where you reside. The arbitrator's decision shall be final and binding on both parties and may be entered as a judgment in any court of competent jurisdiction.

(d) Costs and Fees. You will be responsible only for the consumer filing fee required by the AAA Consumer Arbitration Rules, and Nicolet will pay all other AAA and arbitrator fees. You will not be required to pay Nicolet's attorneys' fees or costs unless the arbitrator determines that your claim was frivolous under applicable law.

21. WAIVER OF CLASS RELIEF AND COLLECTIVE ACTION. REGARDLESS OF ANY PROVISION OF THE ARBITRATION AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR NICOLET SHALL BE

ENTITLED TO BRING, CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR PARTICIPATE IN ANY COLLECTIVE ARBITRATION OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY. YOU MAY ONLY ARBITRATE OR LITIGATE ON AN INDIVIDUAL BASIS AND FOR YOUR OWN LOSSES ONLY. UNDER THIS ARBITRATION AGREEMENT, YOU MAY NOT PROCEED IN ARBITRATION OR COURT AS A CLASS REPRESENTATIVE, MEMBER OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION OR MASS ARBITRATION, PRIVATE ATTORNEY GENERAL SUIT, QUI TAM ACTION OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OR USE OF OTHERS IN ANY TYPE OF CLAIM OR ACTION. YOU AND NICOLET ARE EACH WAIVING RESPECTIVE RIGHTS TO PARTICIPATE IN A CLASS ACTION. BY ACCEPTING THIS ARBITRATION AGREEMENT, YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN ANY PAST, PENDING OR FUTURE CLASS ACTION OR ANY OTHER CONSOLIDATED OR REPRESENTATIVE PROCEEDING, INCLUDING ANY PROCEEDING EXISTING AS OF THE DATE YOU AGREED TO THIS ARBITRATION AGREEMENT.

22. HOW TO CONTACT Nicolet. To exercise your rights or ask questions or comment about this Policy or Nicolet's privacy practices, contact us at:

Nicolet National Bank
Attention: Privacy Opt Out Compliance
111 N. Washington St., Green Bay, WI 54301
or Toll free 1-800-369-0226
or at www.nicoletbank.com

Policy Department Primary Owner	Legal
Approval Committee / Department	Risk Committee
Approval Date	1.30.2026
Last Revision Date	8.26.2026
Related procedures, policies, other documentation	GLBA Privacy Notice