

TRUTH IN SAVINGS
REAL CASH BACK CHECKING
Member FDIC / Equal Housing Lender

Nicolet National Bank
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Green Bay, Wisconsin 54301
(800)369-0226
www.nicoletbank.com

MINIMUM BALANCE REQUIREMENTS. No minimum balance requirements apply to this account.

TRANSACTION LIMITATIONS. No transaction limitations apply to this account.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.

With Real Cash Back Checking, you can earn up to 3% of the value of your debit card purchases each qualification cycle. Maximum cash back is \$9.00 per qualification cycle*.

The following qualifying transactions are required each qualification cycle to earn 3% cash back.

Account holder must enroll in e-statements and online banking. In order to receive account statements and other communications electronically you will need to establish an online banking account and enroll in e-statements online. If you do not establish an online banking account and enroll in e-statements you will receive your account statements and other communications on paper and will not qualify for 3% cash back on debit card purchases.

At least one posted and cleared direct deposit of payroll or social security each qualification cycle*.

At least ten posted and cleared debit card transactions (ATM transactions and other transactions processed as ATM transactions do not count as qualifying debit card transactions) each qualification cycle*.

The 3% cash back reward will be deposited to your account each qualification cycle provided you meet all qualifications.

The 3% cash back reward program is subject to change at any time, at the discretion of Nicolet National Bank. You will be notified of any changes in the program.

*Each **qualification cycle** begins on the last business day of the month and ends on the second to last business day of the following month. For a complete calendar of qualification cycles, please see www.nicoletbank.com

All Nicolet National Bank checking accounts are subject to credit approval.

Limit of one Rewards (Real Cash Back or Real Rewards) checking account and one Rewards saver account per consumer.

Purpose and Expected Use of Account.

This account is intended to be the accountholder's primary checking account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled. Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

Nicolet National Bank reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different checking account or closed altogether. We also reserve the right to convert the account to a different checking account if the account does not have consistent active use over 3 consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Nicolet National Bank check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Real Rewards or Real Cash Back account, any optional add-on products / services associated with this account will also be terminated at the same time.

OVERDRAFT PRIVILEGE SERVICE POLICY

Nicolet National Bank ("we, us or our") offers the Overdraft Privilege Service. If your account qualifies for Overdraft Privilege, we will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid. This document explains how Overdraft Privilege operates.

Transactions that May Qualify for Overdraft Privilege

An overdraft occurs when you do not have enough money in your account to cover a transaction. Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

- a) You write a check, swipe your debit card or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account.
- b) You deposit a check or other item into your account and the item is returned unpaid, which causes a negative balance in your account once your balance is reduced by the amount of the returned check.
- c) You have inadequate funds in your account when we assess a fee or service charge; or
- d) You initiate a transaction before funds deposited into your account are "available" or "finally paid" according to our Funds Availability Policy. For example, if you deposit a check into your account, the proceeds of that check may not be available to you for up to seven (7) days after you deposit the check. If you do not have sufficient funds in your account-independent of the check-to cover the transaction, you will incur an overdraft.

The Overdraft Privilege Service applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions; however, we will not include ATM and everyday debit card transactions within our Consumer Overdraft Privilege Service without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and everyday debit card transactions generally will not be paid under Overdraft Privilege.

Participation in Overdraft Privilege is not mandatory. You may opt-out of the service any time by notifying one of our customer service representatives. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under Overdraft Privilege without removing other items from the service. Simply inform us of your preference.

As noted above, we retain full discretion to decline to pay any item under the Overdraft Privilege Program.

This means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize and pay an overdraft, your transaction will be declined, and we may assess Overdraft fees on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft.

Fees

Retail (Consumer): For each overdraft item, we will charge the standard per item overdraft fee set forth in our fee schedule (currently \$35.00). No more than 4 overdraft fees will be charged on retail (consumer) accounts on any business day. No overdraft fee will be charged if the available balance in your account is overdrawn by less than \$5.00 after posting each transaction separately.

We will notify you by mail if we pay any insufficient or unavailable funds items on your account; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, including our fees, are due and payable immediately or on demand.

Other than specifically referenced above, there is no limit to the number of per item Overdraft fees that can be charged on an individual item or to the frequency with which per item Overdraft Fees can be charged.

Transaction Clearing Policy

Transactions may not be processed in the order in which they occur. The order in which transactions are received by the institution and processed can affect the total amount of fees incurred by the consumer.

Accounts Eligible for Overdraft Privilege

Overdraft Privilege is a discretionary service and is generally limited to an \$800 overdraft (negative) balance for eligible personal checking accounts. We may in our sole discretion limit the number of accounts eligible for Overdraft Privilege to one account per household or per taxpayer identification number. Further, Overdraft Privilege is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

- a) The account has been open for at least thirty (30) days.
- b) The account has deposits totaling at least \$400 or more within each thirty (30) day period.
- c) The account demonstrates consistent deposit activity.
- d) The account owner is current on all loan obligations with us; and
- e) The account is not subject to any legal or administrative order or levy, such as bankruptcy or tax lien.

We offer other overdraft protection services in addition to Overdraft Privilege. These include an overdraft line of credit and overdraft protection linked to another account of yours with us, such as a savings account. If you apply and are approved for these optional services, you may save money on the total fees you pay us for overdraft protection services.

Overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact one of our customer service representatives at your local branch office.

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