

Nicolet National Bank Credit Card Agreement and Disclosure Statement

This Nicolet National Bank Credit Card Agreement and Disclosure Statement (the "Agreement") explains the terms that will govern your use of the Nicolet National Bank Credit Card ("Card"). "We," "us," and "our" mean Nicolet National Bank and its agents, authorized representatives, successors, and assigns. "You" and "your" mean each and all of the persons and/or entities who are granted, accept, or use the Account and persons and/or entities responsible for paying the Account.

Definitions. In addition to other terms that may be defined, the following terms used have the following definitions: "Account" means the open-end revolving credit account established pursuant to your Application and this Agreement to which charges are posted based on use of a Card, information from a Card or any other means by which the Account may be accessed in the future. "Agreement" means this Nicolet National Bank Credit Card Agreement and Disclosure Statement, which incorporates by this reference the Account Opening Disclosures and other information provided on the Card Mailer, as well as the Application. "APR" means the Annual Percentage Rate corresponding to the periodic rate described in the "Interest Charges" section below. "Application" means the Application for credit you signed or the information that you submitted to request us to extend credit to you under the Account. "Authorized User" means any person you permit to use the Account or who has apparent authority to use the Account. "Card" means each MasterCard credit card issued to you or, at your request, to an Authorized User by us for use with the Account. "Card Mailer" means the folder sent with each Card. "Cash Advance Limit" means that portion of your Credit Limit that is available to be used for Cash Advances. "Credit Limit" means the total dollar amount of credit available to you under the terms of this Agreement. "We," "us" and "our" refer to Nicolet National Bank, 111 N Washington Street, Green Bay, WI 54301. "You" and "your" refer to each person and/or entity who applied for the Account or who agreed to be responsible for the Account.

About your Card Use. When you use, sign or retain the Card, you are agreeing to the terms of this Agreement, which include any subsequent amendments. You certify that the information you have given Nicolet National Bank for the purpose of obtaining credit is true and complete. You also give us the right to verify and obtain additional information regarding your credit standing. You also agree to repay all debts, finance charges, or other fees or charges arising from the use of the Card. You are responsible and agree to pay us for charges made by yourself and any other person you authorize to use the Card. You may not use the Card for any illegal or unlawful transaction including illegal internet gambling, and we may decline to authorize any transaction that we believe poses an undue risk of illegality. This Agreement is negotiated in the State of Wisconsin and all matters arising from the issuance of your Card shall be governed by the laws of the state of Wisconsin. We may amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement in accordance with applicable law. All amendments will comply with applicable notice requirements of federal and Wisconsin laws that are in effect at that time. Changes to some terms may require 90 days' notice and we will tell you in the notice that you may reject the change in terms. In the event you reject the change in terms we may then close your Card account. Termination of the account does not affect your liability for full payment of the balance owed. We cannot change certain terms during the first year of your Card membership. Information, including rates, finance charges, or other terms, in this disclosure is accurate as of April 2018. This information may have changed since this date. You may use your Card for the purchase of goods and services wherever MasterCard and/or Visa cards are accepted. Your Card may also be used to obtain cash advances at participating financial institutions and at participating automated teller machines. Purchases of cash equivalents, such as money orders, foreign currency, traveler's checks or other items redeemable for cash are treated as cash advances under this Agreement.

Illegal and Online Gambling Transactions. You agree not to use your Account for any transaction that is illegal where you live or where the transaction takes place. You must find out if a transaction is legal before you make it. You also agree not to use your Account for any Internet or online gambling transaction, even if it is legal. We may refuse to authorize any illegal, Internet or online gambling transaction. If we do authorize the transaction, you agree to pay us for it unless an applicable law says you may not.

Promise to Pay. You promise to pay the amounts of all credit obtained from us, including balance transfers, cash advances, and all charges you or Authorized Users make, even if you do not present your Card or sign for the transaction. This also includes charges other people, including but not limited to Authorized Users, make if you allow them to use your Account. You agree to pay us in U.S. Dollars. If you pay by check, your check must be drawn on a depository institution located in the United States. If you do not pay the new balance in full, you agree to pay at least the minimum payment due by the due date. You may, at any time, pay the total amount owed on your Account. Payments are posted to your Account in a timely manner as required by law; however, we may delay restoring your available Credit Limit in the amount of the payment to make sure we receive the funds. We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with paid in full or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense arising out of the action we elect to take. At our option, we may obtain payment for any check or other instrument that you send to us by initiating an electronic (including Automated Clearing House) transfer from your depository institution account in the amount of your check or instrument. Your check or instrument will not be returned to you by us or by your depository institution. Your depository institution account may be debited as early as the same day we receive your payment. If we cannot process the electronic transfer or if the electronic transfer is returned to us, we may present the original check or other instrument, a substitute check, draft or similar instrument to obtain payment.

Refunds and Adjustments. You agree that, for any refund, adjustment, or credit allowed by any seller or other person or entity, you will not accept cash, but only credit to the Account, which will appear on your monthly billing statement.

Minimum Payment Due. If the New Balance shown on the statement for any billing cycle is less than \$30, the Minimum Payment Due for that cycle will equal the New Balance. If the New Balance for any billing cycle equals or exceeds \$30, the Minimum Payment Due for that cycle will be: (1) the greatest of: (A) three percent (3%) of the New Balance, (B) \$30, or (C) the sum of any unpaid Interest Charges, any unpaid fees, and 1% of the New Balance; plus (2) any unpaid Minimum Payments Due from earlier billing cycles and any amount of your New Balance that exceeds your Credit Limit or Cash Advance Limit. Payments must be made in U.S. Dollars drawn on a United States bank. You may pay more than the Minimum Payment Due at any time. You will not owe us any additional charge for early payment. If you pay more than the Minimum Payment Due in one billing cycle, you still have to pay the full Minimum Payment Due in the next cycles. You cannot increase your available credit by paying more than the unpaid balance on the Account. Payments in excess of the minimum payment will be allocated in accordance with applicable law.

Payments on the Account. Each payment required under this Agreement must be made on or before the Payment Due Date shown on the monthly billing statement. You must pay us in U.S. Dollars, by mailing your personal check or money order, along with the payment stub from billing statement, to the address shown on that statement. Do not send cash. If you do not follow these instructions, we might not credit the payment for up to five (5) business days after we get it. All payments on the Account received by 5:00 p.m. during our normal business day at the address shown on your billing statement are considered to have been made on the date received at that address. To the fullest extent allowed by law, we may accept payments marked "payment in full" (or words of similar intent) without losing any of our rights to collect the full balance due under the Account and this Agreement. We will apply your payments to the unpaid balance of the Account in the order and manner we decide, unless restricted by an applicable law.

Fees and Penalties

Annual Fee – If applicable to your Card, the \$50 annual fee will be assessed annually on the anniversary of the month in which your Account was opened as long as your Account is open or if you maintain an Account balance, whether or not you have active charging privileges.

Cash Advance Fee – You will pay a cash advance fee of the greater of 4% of the amount of each cash advance or \$10.

Balance Transfer Fee – You will pay a balance transfer fee of the greater of 2% of the amount of the balance transfer or \$10. Balance Transfers between Nicolet National Bank credit card accounts are prohibited.

Late Payment Fee – You will pay a late payment fee up to \$38 if the total Minimum Payment Due shown on your monthly statement is not received by us on or before the payment due date. The late fee will not exceed the total Minimum Payment Due immediately prior to assessment of the fee.

Returned Payment Fee – If a payment on your Account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment, you will pay a returned payment fee of up to \$38. The returned payment fee will not exceed the total minimum payment due immediately prior to the assessment of the fee or the amount of the returned payment.

Replacement Card Fee – You could pay \$5 for the replacement of a lost or damaged Card at your request.

Rush Card Order Fee – The \$25 for 3 Day FedEx or \$60 for Overnight FedEx rush shipping options per card requested will apply and be charged to Account at time of order. An individual 18 years or older must be present at time of delivery. FedEx cannot deliver to PO Boxes.

Copies of Statements & Receipt Fee – You will pay up to \$10 for each duplicate Account document we reproduce for you at your request or \$25 for each receipt copy you request from us.

Returned Convenience and/or Promotional Check Fee – You will pay a returned check fee of up to \$38 for any convenience and/or promotional check that is returned.

Convenience and/or Promotional Check Stop Payment Fee – You will pay a stop payment fee of up to \$25 for any stop payment that is placed on a convenience and/or promotional check.

Foreign Currency Conversion Fee – You will pay a foreign currency conversion fee of up to 3% of the transaction amount converted.

Payment Holidays. At our option we may permit you from time to time to skip making the Minimum Payment Due for a specified billing cycle (referred to as a "Payment Holiday"). Even if you accept such a Payment Holiday, we will continue to assess interest charges on the unpaid balances of the Account. Any Payment Holiday we permit will not affect the terms of this Agreement.

Average Daily Balances Used to Compute Interest. To get the average daily balance for each type of transaction on your Account: (1) we calculate a daily balance for each day in the current billing cycle; (2) we add all the daily balances together; and (3) we divide the sum of the daily balances by the number of days in the current billing cycle. To calculate the daily balance for each type of transaction for each day in the current billing cycle, we take the beginning balance for that type of transaction on that day, add any new transactions and applicable fees or other charges, and subtract any applicable payments and credits. The following fees and charges will be added to the daily balance for Purchases on the date each is posted to the Account: Unpaid Interest, Annual Fee, Foreign Transaction Fee, Late Fee, Returned Payment Fee, Returned Convenience Check Fee, Convenience Check Stop Payment Fee, Expedited Delivery Fee, Pay-by-Phone Fee, Document Copy Fee for Statements and any amounts permitted under the "Attorneys Fees and Other Collection Costs" below. Any Unpaid Cash Interest, and Cash Advance Fee will be added to the daily balance for Cash Advances on the date it is posted to the Account. Any Unpaid Balance Transfer Interest and Balance Transfer Fee will be added to the daily balance for Balance Transfers on the date it is posted to the Account. If any daily balance is less than zero we treat it as zero.

Interest Rates. We calculate how much interest you owe each billing cycle by applying a daily periodic rate (an "DPR") to the average daily balance for Purchases, Cash Advances, Balance Transfers and any transactions subject to a special offer APR. We get each DPR by dividing the APR for that transaction type by 365. The interest rates that apply to your Account are shown on the Card Mailer and each billing statement. Except for any introductory or other special offer APR, each APR is a variable rate equal to the Prime Rate plus any margin shown on the Card Mailer or in the special offer. The "Prime Rate" is the U.S. Prime Rate published in *The Wall Street Journal* on the last Business Day of the month. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease in your variable APRs on the first day of your billing cycle that begins in the month immediately following the change in the Index. If your APRs increase, the amount of interest you will owe and the Minimum Payment Due may increase.

Introductory Annual Percentage Rate (APR) on Consumer Accounts. For the first seven (7) billing cycles, you may be offered 0.00% APR on all Purchases and Balance Transfers posted to your Account within that time period. Cash advance transactions are NOT included with any introductory APR period.

Loss of Introductory APR. If you make a late payment, we may end your Introductory APR and apply the standard APR for purchases and balance transfers.

Grace Period/Paying Interest. Your Payment Due Date is at least 25 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire New Balance by the Payment Due Date each month. No Interest Charge will be imposed on new Purchases posted to your Account during a billing cycle if the outstanding New Balance for the preceding billing cycle had been paid in full and credited by the "Payment Due Date" for that billing cycle. For any billing cycle in which the Account has an outstanding New Balance which was not paid and credited by the "Payment Due Date" for the preceding billing cycle, we will begin charging interest on all Purchases, Cash Advances and Balance Transfers on the Transaction Date. If the total of the interest charges for all balances is less than \$2.00, then a minimum interest charge of \$2.00 will be assessed on your account in lieu of any interest charge.

Special Offers. We may make a special offer to you. For example, we may offer a reduced interest rate. Such offers may apply to all transactions or balances on your Account, or only to some transactions or balances. We will tell you what terms of the special offer differ from the terms of this Agreement. Except as we tell you in a special offer, the rest of this Agreement will still apply to your Account.

Foreign Transactions. Purchases or cash advances made in foreign currencies will be billed to you in U.S. Dollars. The conversion to U.S. Dollars will be made within the operating rules for international transactions, established by MasterCard, Inc. and may occur on a date other than the transaction date; thus, the conversion rate may be different than the rate in effect on the date of the transaction.

When you use your Card for a transaction denominated in a currency other than U.S. Dollars, the transaction amount will be converted into U.S. Dollars by applying an exchange rate selection by MasterCard from among the range of rates available in wholesale currency market or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate MasterCard itself receives. We do not determine the currency exchange rates. The converted amount will be increased by a foreign transaction fee of up to 3% of the transaction amount.

Authorized Users. Upon your request, we may issue additional Cards for Authorized Users that you designate. You must notify us in writing of any termination of an Authorized User's right to access your Account. Your letter must include the name of the Authorized User and your Account number and/or any subaccount number issued to the Authorized User along with the Authorized User's Card and any other convenience issued to the Authorized User. If you cannot return the Authorized User's Card or if you request your Account to be closed, we will close your Account and you may apply for a new Account. You are responsible for payment of credit extended to Authorized Users.

Joint Accounts. If this is a joint Account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that Nicolet National Bank can require one of you to individually repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases, balance transfers, or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you. You agree that all parties to your Account are authorized on your behalf to request Credit Limit increases, to agree to amendments or modifications to the Account, to enter into settlements or agreements with us regarding the Account, to request additional Cards, or to authorize others to transact business on the Account.

Marital Property. You agree that the credit granted will be incurred in the interest of marriage or family. You understand that we may be required to give notice of this Account to your spouse. No provision of any marital property agreement, unilateral statement, or court decree adversely affects our rights unless we get a copy of such agreement, statement or decree before we grant you credit.

What is a Credit Limit. We will establish a credit limit for you and provide you with notice of that amount. A portion of the credit limit may be available for cash advances. You agree that we are not obligated to extend credit or approve charges for an amount that would make the outstanding balance exceed the credit limit or for any amount if the outstanding balance is already over the credit limit. We reserve the right to reduce your credit limit from time to time, or to revoke your Card. Those actions do not affect your obligation to pay the account balance. We may approve transactions that exceed your credit limit without obligating us to do so in the future.

About Default. We may consider your account to be in default if you violate any provisions of this Agreement, give us false information, default under any other agreement you have with us, or if we believe you are unable or unwilling to pay your debts when due. You will be in default if you fail to make the minimum payment on time, two times during any 12 month period. If we consider your account to be in default, we may suspend your ability to make charges. We have the right to demand payment in full if you do not cure your default within the timeframe applicable under Wisconsin or federal law. You also agree to pay all reasonable costs that we incur to collect amounts owed.

Attorneys Fees and Other Collection Costs. You agree to pay the costs we incur if you are in default and we hire an attorney who is not our salaried employee to collect amounts you owe under this Agreement. We will not charge you for our collection costs if you owe us \$300 or less or an applicable law says we may not. Any amounts you owe for these collection costs may be added to the outstanding balance of the Account, and interest may be charged on these costs at the APR applicable to Purchases.

Collateral. Collateral securing your other indebtedness to Nicolet National Bank, including but not limited to Mortgages, Security Agreements and/or Guaranties, may also secure your obligations on this Account.

Changing this Agreement. We may change this Agreement unless restricted by applicable law. We will tell you when any change will be effective and how it will apply to your Account. You may not change this Agreement unless we agree in writing to the change.

Governing Law; Severability. This Agreement and your Account will be governed by (1) federal law, and (2) to the extent not preempted by federal law, the laws of Wisconsin without regard to its conflicts of law provisions. We accepted this Agreement in Wisconsin. If any provision of this Agreement conflicts with the law, you agree the provision will be viewed as if it was amended to comply with the law. If that is not possible, then only the provision that conflicts with the law will be deleted. The remaining provisions of this Agreement will remain effective.

About Termination. Upon receipt of a notice of termination from you, we will declare the Account balance to be due and payable. The Account balance may not be transferred to another Account with Nicolet National Bank, unless closure is due to unauthorized activity. You may terminate your Account at any time by advising us in writing. Your termination of the Account does not affect your liability for full payment of the balance owed on the Account. Subject to any limitations under applicable law, we reserve our right to revoke your Card at any time without prior notification and without affecting your obligation to pay the Account balance.

Credits. If you are granted credit by a merchant for returns or adjustments for goods or services purchased, we may apply those credits first to offset your current purchases, and then to your previous balance. If your credit and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or refund it on your written request if it is \$1.00 or more. We will make a good faith attempt to return to you any credit balance that remains on the Account within 4 months.

Rewards. Nicolet National Bank partners with uChoose Rewards. The rewards program varies with your product type. In all cases, these points expire in 5 years. Nicolet National Bank may elect to adjust, add, or delete benefits related to the uChoose Rewards program, or to discontinue the program at any time without notice to you. If your Account is eligible to earn Rewards points, you will receive a separate document disclosing the uChoose Rewards Program Terms and Conditions.

Declined Transactions. We may decline to authorize a charge for suspected fraud or if you are over your Credit Limit or in default. We are not responsible for any losses you incur if we do not authorize a charge or for the dishonor of your Card by any provider of goods or services.

The Effect of Agreement. This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances or credit slips you sign may contain different terms. We may amend this Agreement by sending you advance written notice in compliance with Sections 422.415 of the Wisconsin Statutes, as may be amended and/or applicable federal law. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balances as well as to future transactions. No delay or omission in exercising any rights granted to us hereunder shall impair such rights to be construed to be a waiver thereof. No waiver whatsoever shall be valid unless signed in writing by us and then only to the extent set forth therein.

Changing your Personal Information. You must notify us immediately if you change your billing address (either physical or e-mail address), name or telephone number. All notices and bills are sent to your address of record and we will update your address if we receive information that your address has changed.

Unauthorized Use. You will take reasonable steps to prevent the unauthorized use of your Card. If you notice the loss, theft or unauthorized use of your Card, please notify us immediately at 877-864-6525.

You may be liable for unauthorized use of the Card. In any case, your liability will not exceed \$50.00 and you will not be liable for unauthorized use which occurs after you notify Nicolet National Bank; PO Box 1300; Green Bay, WI 54305. You agree to assist us in determining the facts relating to any theft or possible unauthorized use of your Card and to comply with the procedures we may require for our investigation. You will notify us orally (877)864-6525 or in writing - Nicolet National Bank; PO Box 1300 ; Green Bay, WI 54305 of the loss, theft, or possible unauthorized use of the Card.

Liability for Unauthorized Use. If any Card is lost or stolen or the Account is otherwise used without your authorization, you must notify us immediately by calling us at 1-877-864-6525, or writing us at Nicolet National Bank; PO Box 1300; Green Bay, WI 54305. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

YOUR BILLING RIGHTS • KEEP THIS NOTICE FOR FUTURE USE. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act. What to do if you find a mistake on your statement: If you think there is an error on your statement, write to us at Nicolet National Bank PO Box 1300 Green Bay, WI 54305 as soon as possible. In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
 - At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. What will happen after we receive your letter: When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct. While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on the amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit. After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct. Your rights if you are dissatisfied with your credit card purchases:

If you are dissatisfied with the goods or services that you have purchased with your Credit Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances do not qualify.
3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Nicolet National Bank
PO Box 1300
Green Bay, WI 54305

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Credit Reporting Agencies. We may check information about you or your credit history with consumer reporting agencies or others. We may also report information about you and your Account to consumer reporting agencies or to other companies as allowed by law and our privacy policy. If you do not fulfill the terms of this Agreement, we may submit a negative report reflecting on your credit record to one or more consumer reporting agencies. If you believe we have reported inaccurate information about your Account to a consumer reporting agency, you should notify us by sending your Account number and description of the information you believe to be inaccurate, along with any supporting documentation, to: Nicolet National Bank 111 N Washington Street Green Bay, WI 54301

Waiver. Our failure or delay in exercising any rights under this Agreement does not mean that we may not exercise those rights later.

Assignment of Account. We may sell, assign, or transfer your Account or any receivables created under your Account without notice to you. You may not sell, assign, or transfer your Account without first obtaining our written consent.

Severability. If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

Conflicts. If a conflict exists among any provisions of this Nicolet National Bank Credit Card Agreement and Disclosure Statement, and the provisions of the Account Opening Disclosures and any other information provided on the Card Mailer, as well as the Application, then the provisions of this Nicolet National Bank Credit Card Agreement and Disclosure Statement shall prevail.