



## Personal Line of Credit Agreement and Disclosure

In this Agreement, “you” or “your” means the person(s) who opened the Personal Line of Credit Account with National Exchange Bank & Trust, Fond du Lac or any of its offices and, any person(s) who are contractually liable for or have signed the application for a Personal Line of Credit Account with National Exchange Bank. The term “you” or “your” also applies to joint owners, individually and collectively. “Account” means a single or joint Personal Line of Credit Account opened and established pursuant to this Personal Line of Credit Agreement and Disclosure.

This is the Agreement and Disclosure that covers your Account. Please read it and keep it for your records. You accept and agree to be bound by the terms of this Agreement once your application for the Account has been approved. If you are opening a joint Account, each of you will be jointly liable for the repayment of the full amount of credit extended on the Account.

**1. YOUR ACCOUNT AND CREDIT LINE:** If your application for a Personal Line of Credit is approved, National Exchange Bank will establish the Account with a line of credit to be used with your designated checking account. The maximum amount of credit provided for your Account will be the amount specified in your Account acceptance notice or other amount(s) as may be fixed by National Exchange Bank from time to time (your “Credit Line”), which will appear on each Checking Account statement. You agree not to allow the unpaid principal balance on your Account to exceed this amount. While National Exchange Bank is under no obligation to extend additional credit to you, National Exchange Bank may, at its option, make an extension upon request. If you exceed your Credit Line, you agree to repay immediately the amount in excess of your Credit Line, without notice or demand from National Exchange Bank.

**Notice:** We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**2. ACTIVATION:** National Exchange Bank will credit your Checking Account whenever your balance falls below zero (\$0.00) or the minimum designated by you. Advances from your Account to your Checking Account will be in multiples of \$100 (or the balance of your Credit Line if available credit is less than \$100) sufficient to pay those items or fees posted to your Checking Account.

You will also be able to request advances to your Checking Account either verbally or in writing. Requests may be made by you at any of National Exchange Bank’s offices or by telephone. You agree to be bound by any limitations placed by National Exchange Bank on your ability to make such requests.

**3. LIABILITY AND PAYMENTS:** You assume all liability and agree to pay for Advances made to you or on your behalf, through checks or other charges on your Checking Account, through the use of your CheckCard or ATM Card, or by any other means, and you agree to pay, at such place as National Exchange Bank designates, all extensions of credit, charges and fees in accordance with your Checking Account statement and the terms of this Agreement. You also agree to pay all Finance Charges, and other charges and fees relating to your Account as set forth below. Payment will be applied as follows: first, to previously accrued and unpaid finance charges, then to charges and fees, and then to Advances.

**4. PAYMENT SCHEDULE AND CHARGES:** The minimum monthly payment on your Account will be deducted automatically from your Checking Account 24 days after your statement date on each month you have an outstanding balance, unless you previously made that month’s full payment due. If a partial payment is made before the due date, the balance due will be deducted. Your monthly checking account statement will include: Current Payment Amount Due, Past Due Amount (if any), Payment Due Date, New Balance and Available Loan Balance. The minimum payment amount will be 5% of the outstanding balance on the last day of your billing cycle or \$25.00, whichever amount is greater. If the outstanding balance on your Account is less than \$25.00, then the entire balance will be deducted.

You agree to have on deposit in your Checking Account, on the Payment Due Date, an amount at least equal to your minimum payment amount. If you do not, National Exchange Bank may, at its option, make an Advance from your Account, and then deduct the minimum payment from your Checking Account.

Payments of the minimum payment amount or additional payments may be made at any National Exchange Bank office at any time, but will not affect your obligation to pay succeeding monthly payments so long as any balance is outstanding on your Account. The outstanding balance, including principal and other charges, may be prepaid in full or in part at any time.

National Exchange Bank can accept late or partial payments, as well as payments that are marked “paid in full” or with other restrictive endorsements, without losing any of its rights under this Agreement.

**5. COMPUTATION OF FINANCE CHARGES:** National Exchange Bank will compute Finance Charges on your Account in the following manner:

A. Finance Charges begin to accrue on the date each Advance is made, until paid in full.

B. Finance Charges are calculated by adding the daily interest charges which result from multiplying the outstanding balance each day of the statement period, by the daily periodic rate. The daily periodic rate is .0004931% and The Annual Percentage Rate is 18.00%.

C. To calculate daily balances, the beginning balance of your Account each day is added to any new advances, and all payments or credits are subtracted. The daily balance each day of the statement period (excluding the last statement date but including the current statement date) is multiplied by the appropriate daily periodic rate(s). All of the daily finance charges are added to obtain your total finance charge.

6. ENTIRE BALANCE DUE: All obligations on your Account will become due immediately, or after notice and the opportunity to cure if required by Wis. Stats. §425.105, at the option of National Exchange Bank in the event of (a) any action or event which would materially impair your ability to pay amounts due under this Agreement, including, without limitation, your death, the death of your spouse or surety to this agreement, changes in marital status or domicile, or your insolvency or being subject to bankruptcy or insolvency proceedings, (b) your failure to pay at least the minimum payment amount when due on two occasions within any twelve month period, or (c) failure to observe or perform any other covenant or duty contained in this Agreement.

7. FINANCIAL STATEMENT: Customer shall furnish to Lender financial statements and such other financial information respecting Customer at such times and in such form as Lender may request from time to time.

8. SECURITY: Unless a lien would be prohibited by law or would render a nontaxable account taxable, you hereby grant to National Exchange Bank a security interest and lien in all deposit accounts you may have with National Exchange Bank from time to time and in collateral securing other loans you may have with National Exchange Bank to the extent permitted by law to secure payment of the Agreement. National Exchange Bank may, at any time after the occurrence of any event of default, notice and opportunity to cure, if required by Wis. Stats. §425.105, set off any amount unpaid under this Agreement against any deposit or other credit balances you may have with National Exchange Bank. You agree to maintain in good condition and repair any collateral for the loans made hereunder, not permit its value to be impaired and keep it free from all liens and security interests prior in right to those of National Exchange Bank.

9. AMENDMENT: National Exchange Bank reserves the right to amend the terms of this agreement including, but not limited to, each of the provisions in Paragraph 4 above. Such amendments will be as National Exchange Bank may from time to time determine and as will be permitted by law upon 45 days prior written notice unless such amendment requires 90 days prior written notice under Wis. Stats. §422.415. Any amendments to the finance charges or minimum payment amount will be applicable to all outstanding balances as well as future balances unless you close your account before the effective date thereof.

10. ERRORS: National Exchange Bank will provide you with a periodic statement showing all transactions for the previous billing period. Unless you notify National Exchange Bank of any alleged errors in accordance with the billing error resolution provided below, National Exchange Bank will consider the statement correct for all purposes.

11. ASSIGNMENT OF ACCOUNT: You understand this Account may be sold or assigned by National Exchange Bank to another creditor without your consent. You will be notified if an assignment of your Account is made.

12. TERMINATION OF ACCOUNT--REDUCTION OF CREDIT: National Exchange Bank may terminate or reduce the Credit Line on your Account at any time upon sending written notice to the last address shown on our records and your rights under this agreement will also be terminated or modified accordingly. In the event your Account is terminated or your Credit Line reduced for reasons other than those listed in Paragraph 6, you agree to continue to make each required payment until all obligations due to National Exchange Bank are paid in full.

This agreement may be terminated by National Exchange Bank without notice and National Exchange Bank may demand immediate payment of the full loan balance, if borrower's spouse terminates the loan account under Section §766.565 (5), Wis. Statute.

13. CHECKING: You agree that if your Checking Account to which your Account is related is closed or blocked for usage, your Account will also be closed.

14. CANCELLATION: You may cancel this Agreement at any time by written notice addressed to National Exchange Bank. If you have a joint Account, anyone authorized to use your Account may sign the written notice. Such cancellation may be effective immediately after National Exchange Bank has received such notice or upon receipt of notice under Wis. Stats. §766.565. If your Account is canceled, you are still required to pay everything you owe National Exchange Bank, including any amounts that have not yet been billed to you in accordance with the terms of this Agreement unless otherwise limited by Wis. Stats. §422.4155.

15. NOTICES/ADDRESSES: If you move, a written notice of address change must be provided to National Exchange Bank so that the records can be changed. You agree that all notices regarding your Account may be sent to any joint owner whose name and address appears on National Exchange Bank's billing records.

16. OTHER AGREEMENTS: This Agreement is in addition to any other agreement, terms or conditions relating to your Checking Account or any other service or product you may have with National Exchange Bank. All such other agreements, terms and conditions will continue to be effective.

17. INTERPRETATION: This Agreement will be governed, except to the extent governed by Federal law, by the laws of the State of Wisconsin. Each provision will be interpreted in such a manner as to be effective and valid, but if any part of this Agreement shall be declared invalid, such decision will not invalidate the remaining provisions.

## Your Billing Rights: Keep This Document 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:

National Exchange Bank & Trust  
130 S. Main St.  
P.O. Box 988  
Fond du Lac, WI 54936-0988

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 any amount in question, or report you as delinquent on that 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.