

PERSONAL DEPOSIT ACCOUNT AGREEMENT ARBITRATION PROVISION.

(a) If you do not reject this arbitration provision, either you or we can require individual arbitration of all disputes and claims between you and the Bank with respect to your deposit accounts. The agreement to arbitrate is intended to be broadly interpreted and includes, but is not limited to, any and all claims:

- 1) arising out of, or related to your deposit accounts, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- 2) that arose before this Agreement or any agreement before this Agreement that governed the terms and conditions of your deposit accounts (including, but not limited to, advertising claims); and,
- 3) that are currently the subject of purported class action litigation in which you are not a member of a certified class.

Notwithstanding the foregoing, either you or the Bank may choose to bring an action in Massachusetts small claims court with respect to your deposit accounts. This arbitration provision does not preclude you from bringing issues regarding your deposit accounts to the attention of federal, state, or local bank regulators or agencies, including, for example, the Federal Deposit Insurance Corporation or the Massachusetts Division of Banks. Those agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement you and Rockland Trust are each waiving the right with respect to your deposit accounts (1) to proceed in any court (other than Massachusetts small claims court), (2) to a trial by jury, and (3) to participate in a class action. This arbitration provision evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

While this arbitration provision is intended to have the broadest and most comprehensive effect possible with respect to any disputes between us related to your deposit accounts, any disputes arising from any loan or line of credit which Rockland Trust has made to you are expressly excluded from this arbitration provision and are governed instead by the terms and conditions of our loan or line of credit documents. Additionally, you also agree to exercise any error resolution rights under the terms of this Agreement (for example: for errors involving your EFTs or our reports of your deposit account performance) prior to exercising your right to arbitrate under this arbitration provision if your dispute is related to a matter covered by such error resolution procedures.

(b) A party who wishes to arbitrate must send, by certified mail, a written Notice of Dispute (the "Notice"). Any Notice to Rockland Trust should be addressed to the General Counsel, Rockland Trust Company, 288 Union Street, Rockland Massachusetts 02370 ("Notice Address"). You may download a form for the Notice from our website or write the Notice yourself. The Notice must describe your claim and clearly state what you want us to do. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, either you or Rockland Trust may commence an arbitration proceeding.

If you commenced arbitration Rockland Trust will promptly reimburse you for payment of the filing fee. If you are unable to pay the filing fee, Rockland Trust will pay it directly upon receiving a written request at the Notice Address to do so.

(c) The arbitration will be governed by the rules of the American Arbitration Association ("AAA"), as they may be modified by this provision. The AAA rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this provision. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of this arbitration provision are for a court to decide. Unless we

agree otherwise, any arbitration will take place in the county where you live. During the arbitration, the amount of any settlement offer made by Rockland Trust or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If your claim is for \$2,500 or less, we agree that you may choose whether arbitration will be conducted solely on the basis of documents submitted, through a hearing by telephone, or by an in-person hearing. If your claim exceeds \$2,500, the right to a hearing will be determined by the AAA rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator can order that Rockland Trust pay you money or issue an equitable order called an injunction that we take other actions. The arbitrator may issue an injunction only for you, and then only to the extent necessary to provide the equitable relief warranted by your individual claim. Rockland Trust will pay all arbitration fees unless the arbitrator finds that your claim was not made in good faith or is frivolous. If the arbitrator finds that your claim was not made in good faith or is frivolous, you agree to reimburse Rockland Trust for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules.

(d) If the arbitrator decides that you win and awards you more money than our last written settlement offer before an arbitrator was selected, then Rockland Trust will:

- 1) pay you the amount of the award or \$2,500 ("the Alternative Payment"), whichever is greater; and
- 2) pay your attorney, if any, twice the amount of the reasonable attorneys' fees incurred on your behalf, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your arbitration claim ("the Attorney Premium").

If we did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the Alternative Payment and the Attorney Premium if the arbitrator determines that you win. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of your attorneys' fees, expenses, and the Alternative Payment and the Attorney Premium at any time during the proceeding and upon request from either you or us made within 14 days of the arbitrator's ruling on the merits.

(e) The right to recover attorneys' fees and expenses set forth in this arbitration provision supplements any right to attorneys' fees and expenses you may have under Applicable Law. You may not, however, recover duplicative awards of attorneys' fees or costs, other than the Attorney Premium. Although Rockland Trust may have a right to recover attorneys' fees and costs if it wins in arbitration, we agree that Rockland Trust will not seek such an award.

(f) YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST ROCKLAND TRUST ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Unless you and us both agree otherwise, the arbitrator may not consolidate more than one person's claims and may not preside over any form of a representative or class proceeding. If this class action waiver is found to be invalid or unenforceable, then the entirety of this arbitration provision shall be null and void.