

# Platinum Visa<sup>®</sup> Business Credit Card Application

	Legal Business name <sup>1</sup>				d/b/a name, if different				
Legal name as you would like it	to appear on yo	our card (maximum	of 23 characters)						
Business address (No PO Boxes)				City		State	Zip		
Mailing address, if different			City		State	Zip			
Business email address			Ph	Phone TIN		TIN	V		
Description of Business									
Current ownership since date		Number of em	ployees	Sta	ate of incorporation	Business st	Business structure		
☐ Please charge my monthly p	ayments to my F	Rockland Trust Busine	ess Checking account (a 1	% inte	erest rate discount applies for	auto charge). En	ter account nu	mber:	
Fiscal year-end date	1	Fiscal year-end rever	nue \$						
<sup>1</sup> Sole proprietors should use their individual nan	nes and not their trade	names.							
Tell us about your	rself								
OWNER ONE Name	OWNER ONE Name			O۱	OWNERTWO Name				
Home address				Но	Home address				
City		State Z	ip	Cit	ry	Stat		Zip	
Phone	SSN	D	ОВ	Ph	one	SSN		DOE	1
Email				En	nail				
% of ownership <sup>2</sup>	Annual perso	onal income <sup>3</sup> \$		%	of ownership <sup>2</sup>	Annual pers	onal income <sup>3</sup>	income³ \$	
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#### 6. Certifications, Authorizations, Agreements and Automatic Loan Payments

The person signing this Platinum Visa® Business Credit Card Agreement ("Application") certifies to Rockland Trust Company (the "Bank") that (i) he/she has authority to act on behalf of the Applicant, and (ii) all information herein and in each document submitted in connection with it is true, correct, and complete in all respects.

The Applicant authorizes the Bank, its agents and assignees to: (i) make inquiries and gather information as the Bank deems necessary and reasonable concerning any information provided on this Application or in any required document relating to this Application or in updates, renewals, extensions and collection activity, (ii) to release to each party signing in PARTS 7 and 8 (on behalf of the Business or as a guarantor) as well as to third parties including credit reporting agencies all financial and other relevant information on the Business, its quarantors, principals and owners, (iii) retain all of the information contained in this Application and/or obtained by the Bank even if the Application is declined, (iv) release such information to third party service and product and credit product vendors selected from time to time by the Bank, and (v) rely on facsimile or electronic copies or photocopies of this signed Application and any other signed or unsigned documents received by the Bank relating to the credit granted pursuant to the Application. Such copies shall be binding on the Applicant and shall for all purposes be considered original documents.

Bank may send you a Platinum Visa® Business Credit Card Agreement and Pricing Schedule or other appropriate Agreements selected by the Bank [with the Application, the "Agreement(s)"] indicating the specific amount, interest rates, fees or other terms, conditions and procedures of Cards, which may differ from the terms of this Application, and to the extent of any difference, the Agreements will govern. Certain capitalized terms used herein are defined in the Agreements. The Applicant agrees to be bound by the terms of the Agreement(s) and this Application, and the Note (the "Note") set forth in PART 7 below. Applicant authorizes the Bank to: (i) insert information in the Note nIculating the date and the Business Credit Limit, and (ii) collect any unpaid balance of any fee by making an advance under the Note.

The Bank will notify the Applicant of its credit decision. If the Applicant does not reject an approved credit facility by written notice to the Bank mailed within ten (10) days after the Bank's notice of credit approval or if the Applicant makes use of the credit facility, the Applicant will be deemed to have accepted the credit facility under the terms set forth in the Agreements.

Cardholder Agreements: Each Cardholder identified in PART 5 will receive a Rockland Trust Visa Business Credit Card Agreement (Visa Agreement), a Rockland Trust Platinum Visa Business Credit Card

Cardholder Agreement and their Rockland Trust Platinum Visa Business Credit Card in a mailing at the Business address provided in PART 1 of this Application. Taking an advance on the Rockland Trust Platinum Visa Business Credit Card account will constitute acceptance by the Borrower of the terms of the Visa Agreement, without further signature, and Borrower's promise to repay under the terms of the Visa Agreement.

If the box in PART 1 of this Application concerning "auto charge" is checked, the Applicant authorizes the Bank to automatically charge the Bank Checking or Savings Account identified in PART 1 of this Application for monthly payments. The interest rate specified in the Documents (defined below) has been discounted by one percent (1%) as a result of this automatic charge. If the Applicant does not authorize the Bank to automatically charge the Bank Checking or Savings account or if the Applicant elects to cancel this automatic charge, the Applicant's interest rate will be increased by one percent (1%).

Bank may report information about Applicant's account to credit reporting agencies, and late or missed payments or other defaults may be reflected in Applicant's credit reports.

#### 7. Note

Credit Limit of \$

in favor of the undersigned Borrower(s) (each a "Borrower") is evidenced by this Note (the "Note" and together with the Agreements, the "Documents").

Promise to Pay: The Borrower unconditionally promises to pay ON DEMAND to the Bank or, any subsequent holder, at the address indicated on the monthly billing statement, the amount(s) indicated above or such principal amount as has been advanced and is outstanding under the Documents, together with interest, fees and other charges in accordance with the terms of the Agreement(s).

Dated:

Interest Rate: The outstanding principal balance of this Note shall bear interest until paid in full at a rate equal to the Prime Rate from time to time in effect plus the additional Margin approved by the Bank and set forth in the Pricing Schedule then in effect. Such Margin may be changed, increased or decreased by the Bank in its sole discretion from time to time after a period of one year from the date of this Note and upon not less than thirty (30) days' notice pursuant to the terms and conditions set forth in the Agreement(s). At no time will the interest rate be less than four and one quarter percent (4.25%) per annum. After Demand or an Event of Default the Bank may impose late fees as described in the Agreement(s). The Prime Rate is a reference rate announced by the Bank and does not necessarily represent the lowest or best rate charged to any customer by the Bank. Interest rate adjustments under this Note shall be effective on (i) the same date as the corresponding Prime Rate change and (ii) the effective date of any Margin adjustment by the Bank set forth in a notice sent to the Borrower. Refer to the Rockland Trust Platinum Visa® Business Credit Card Cardholder Agreement for finance charge calculation. Interest will not exceed the maximum rate allowed by applicable law.

Payments: All advances under this Note are payable on DEMAND. Until demand is made, Applicant shall make payments to the Bank on the date specified on the monthly statement (a "Payment Date"). On each Payment Date, the Applicant shall pay accrued interest and any other fees and charges posted to the account. In addition, on each Payment Date, the Applicant shall make payments as described in the Agreement(s). If the Bank has terminated its commitment to lend but has not demanded in full

the outstanding balance, on each Payment Date the Applicant shall pay (i) all accrued interest, (ii) any other charges posted to the account and (iii) such percentage as selected by the Bank (which may be up to 100%), or if no percentage is specified by the Bank, 1/36th of the principal balance outstanding as of the date the Bank terminated its commitment to make advances, until paid in full. The Bank may change the amount of any principal payment, including the principal portion of any payment, from time to time in its sole discretion. The Bank may DEMAND immediate payment of the entire balance of principal, interest and other charges at any time. Any payment due on a Saturday, Sunday or Bank holiday may be made on the first day the Bank is open after the date due but interest and other charges shall be computed through the date on which the payment is actually made.

**Termination:** The Applicant's right to request advances may be terminated by the Bank at any time with or without reason therefor, although termination shall not relieve the Borrower of its outstanding obligations.

Fees and Charges: Applicant agrees to pay all fees and charges imposed in connection herewith including without limitation, late fees, service and checking account fees, default interest and any Bank expenses incurred in connection with enforcing its rights including legal fees and annual fees.

Collateral: The Business hereby grants to Bank a security interest in all assets of the Business, now owned or hereafter acquired, including any property purchased with the Cards, and in any and all proceeds thereof (collectively, "Collateral"). Collateral shall secure all obligations of the Business to the Bank, now existing or hereafter arising, secured or unsecured, including any and all credit facilities now or hereafter provided by the Bank to the Business. Upon default by the Business in the payment or performance of any obligation to the Bank, the Bank shall have the rights and remedies of a secured party under applicable law. The Bank may apply proceeds of Collateral to its expenses of collection, including reasonable attorney's fees.

Financing Statements: Business authorizes Bank to file financing statements and amendments naming Business as debtor in such filing offices as the Bank may determine to be necessary or desirable. The Business hereby represents to the Bank that if it is a legal entity it was formed under the laws of the state described in PART 1 of this Application. Business agrees to reimburse Bank for any filing fees, document taxes or other charges or expenses incurred by the Bank.

Cross Default; Cross-Collateral: A default under the Agreements shall constitute a default under all other Agreements between the Bank and the Borrower and a default under any such other Agreement shall constitute a default hereunder and under the Agreements. Any collateral granthereby shall constitute collateral for all other obligations of the Borrower to the Bank now existing or hereafter arising; and any collateral now existing or hereafter arising which the Borrower grants to the Bank shall constitute collateral for the Borrower's obligations hereunder.

**Right of Setoff:** Borrower(s) and Guarantor(s) grant the Bank the right of setoff against all deposits and property of the Borrower(s) and Guarantor(s) now or hereafter in the possession or control of the Bank or any entity now or hereafter under the control of the Bank without regard to the adequacy of the collateral.

Electronic Signatures: Borrower agrees to conduct the transactions governed by the Documents by electronic means, including the completion and submission of this Application, except: (i) as to matters where a manual signature of an authorized officer of Bank is expressly required hereby; and (ii) the liability of the Bank may not be increased or expanded except by an amendment or waiver in writing bearing the manual signature of an authorized officer of the Bank.

Miscellaneous: Borrower consents to personal jurisdiction in any court in Massachusetts. Notices hereunder shall be given and shall be effective as provided in the Agreements.

Democratic Level Devices News 5		
Borrower's Legal Business Name <sup>s</sup>		
Borrower one's signature	Title	Date
Borrower two's signature	Title	Date
<sup>5</sup> Sole proprietors should use their individual names and not their trade names.		

## 8. Unconditional Continuing Personal Guaranty ("Guaranty")

If the Business is a corporation, a partnership, limited liability company or other legal entity, each owner, partner or member must sign as a guarantor. In the case of a non-profit corporation, one or more directors or officers must sign as a guarantor.

I, jointly and severally with all others signing below, unconditionally guarantee payment when due of all obligations of the Business to the Bank, including without limitation those arising under the Documents (as defined above) (the "Obligations"). I understand that the Bank may, without notice to me or my consent: (i) extend, modify, compromise, accelerate, renew, increase, or otherwise change the terms of the Documents or the Obligations; (ii) proceed against me without first proceeding against the Business or another guarantor; and/or (iii) release or substitute any

other party liable on the Obligations. I hereby authorize the Bank to make inquiries and to gather such information as the Bank deems necessary and reasonable concerning me or any information I have provided or may in the future provide to the Bank. I authorize the Bank to release to third parties, including other guarantors, the Business, credit reporting agencies, and/or affiliates, and to third party service and product and credit product vendors selected from time to time by the Bank, financial and other information about me and/or the Bank's experience with me. All information obtained by the Bank may be kept by the Bank even if the Application is a the Bank and request from time to time. I waive all legal defenses that may be available to me under applicable law that may be inconsistent

with the provisions of this Guaranty. I agree to pay the Bank's costs and attorneys' fees in enforcing this Guaranty. I understand that the Bank would not provide any credit facility to the Business pursuant to the Documents without my Guaranty. I HEREBY VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY PROCEEDING INSTITUTED BY OR AGAINST THE BANK OR THE GUARANTOR OF ANY KIND, IN ANY COURT, ARISING OUT OF THIS GUARANTY, and I consent to personal jurisdiction in Plymouth County, Massachusetts and agree that this Guaranty shall be governed by the internal laws of the Commonwealth of Massachusetts. I agree that the Bank may rely on facsimile or electronic copies or photocopies of this Guaranty and the Documents, which shall be binding on me and considered originals for all purposes.

Customber name	Committee simulations	Data
Guarantor name	Guarantor signature	Date
Guarantor name	Guarantor signature	Date

# **IMPORTANT NOTICES**

**USA PATRIOT ACT:** To assist the government in fighting the funding of terrorism and money laundering activities, Section 326 of the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person who applies for or opens an account with the Bank. This means that when you apply for or open an account with the Bank, we may ask for your name, address, date of birth and other information that will allow us to identify you. The Bank may also ask to see a government issued ID such as a driver's license, non-driver's ID, passport or other identifying documents.

**EQUAL CREDIT OPPORTUNITY ACT:** Under the Federal Equal Credit Opportunity Act, Rockland Trust Company (the "Bank") and its affiliates are prohibited from discriminating against Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the Applicant has the capacity to enter in to a binding contract); because all or part of the Applicant's income is derived from a public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning the Bank is: The FDIC Consumer Response Center, 1100 Walnut St., Box #11, Kansas City, MO 64106.

If you intend to act as guarantor for the credit of one or more primary Applicant(s) and are providing information to the Bank in this Application for that purpose, please be advised that if the Bank determines that you do not meet its standards of creditworthiness for the amount and/or kind of credit desired by the primary Applicant(s), the Bank is required to provide the specific reasons for the denial or adverse action to the primary Applicant(s) and not to you. Unless you are willing to share the specific reasons for denial or adverse action based upon your credit history with the primary Applicant(s), you should not submit this information to the Bank.

### **APPLICATION REQUIREMENTS**

- All sections of the Platinum Visa® Business Credit Card Application (PARTS 1 through 8) must be completed in full and properly signed to process your Application regardless of the amount of your request. Failure to fully complete the Application may result in either a delay in processing your Application or in the declination of your Application.
- One hundred percent (100%) of the owner(s), co-owner(s), or principals of the Business must be disclosed on the Application.
- The Bank may require additional Business or Personal information after initial review of your request.

