ROCKLAND TRUST

Where Each Relationship Matters®

# Personal Account Disclosure Statements

# Contents


| | |
|---|---|
| Personal Deposit Account Agreement | 1 |
| Glossary of Commonly Used Terms | 38 |
| Rates and Fees Schedule | 40 |
| Privacy Notice | 50 |

ROCKLAND TRUST

Where Each Relationship Matters®

# Personal Deposit Account Agreement

Effective July 21, 2026

**The following reference guide summarizes information regarding your deposit accounts. Please refer to the complete Agreement for additional details.**

| Topic | Summary |
|---|---|
| **Deposit Account Opening Requirements**<br><br>*For more information, see pages 4 to 6 of this Agreement.* | • We offer many different accounts. Minimum opening balance requirements and fees are found in our Rates and Fees Schedule.<br>• Generally you must be age 18 or older to open a deposit account.<br>• We are required by law to verify your identity. We will obtain consumer reports about you when you open your account and then periodically thereafter.<br>• You will have to sign certain documents for us and verify your Taxpayer Identification Number (or "TIN") to open an account with us. |
| **Deposit Account Ownership Types**<br><br>*For more information, see pages 7 to 10 of this Agreement.* | • **Individual Deposit Account:** You are the only owner.<br>• **Joint Deposit Account:** Two or more people own the deposit account jointly with each other. Any one of you can withdraw all of the money in the account at any time.<br>• **Unwritten Trust Deposit Account:** You own the deposit account, but you name a beneficiary who receives the money in the deposit account when you die.<br>• **Uniform Transfer to Minors Deposit Account:** A gift of money made to a minor. The minor owns the deposit account, and you act as custodian.<br>• **18/65 Law:** If you are 18 or younger or 65 or older, you can tell us to protect one checking account and one savings account under this law to limit your fees and charges. |
| **Deposits to Your Deposit Account**<br><br>*For more information, see pages 11 to 15 of this Agreement.* | • We give you provisional credit for your deposits until we collect the funds from the bank on which they are drawn.<br>• If your deposit is returned unpaid by the bank on which it is drawn, we will charge you a Returned Deposit Item fee.<br>• Under our Funds Availability Policy, your deposits are generally available on the first Business Day after the Business Day we receive them. Electronic direct deposits and cash deposits are generally available the Business Day we receive them. We may extend these times in certain cases.<br>• Checks drawn on foreign banks, bond coupons and other non routine items are not governed by our Funds Availability Policy. |

| Topic | Summary |
|---|---|
| **Withdrawals From Your Checking Account**<br><br>*For more information, see pages 16 to 22 of this Agreement.* | We generally process transactions on your deposit account as follows:<br>• First, we post Credit Transactions to your deposit account;<br>• Next, we reduce your available balance by the amount of any Pending Authorization Holds;<br>• Then each day we group Debit Transactions presented for payment that day and order them for payment as follows:<br>– **Cash Out Category:** Paid in Low to High order by dollar amount within transaction types.<br>– **ACH / Bill Pay / Check Category:** Electronic items are paid in Low to High order by dollar amount within similar transaction types; checks are paid in ascending check number order.<br>– **Bank Fees:** Paid by dollar amount in ascending Low to High order.<br>• We may permit you to overdraw the available balance in your deposit account, but are not required to do so. If we do, you agree to pay an Overdraft Charge. |
| **Electronic Fund Transfers**<br><br>*For more information, see pages 22 to 28 of this Agreement.* | • In addition to other limits, your ATM and debit card transactions are subject to daily ATM withdrawal and POS Transaction limits.<br>• If your deposit account experiences an unauthorized EFT you can be liable for no more than $50.<br>• We have an error resolution procedure that we are required to follow. However, you are responsible for notifying us of problems within 60 days of the statement on which the problem first appeared. |
| **Safeguarding Your Deposit Account**<br><br>*For more information, see pages 29 to 30 of this Agreement.* | • You are responsible for reviewing your deposit account statements to identify forgeries or alterations to your checks.<br>• You must provide us with timely notice of problems regarding your deposit account. |
| **Dispute Resolution by Binding Arbitration**<br><br>*For more information, see pages 30 to 34 of this Agreement.* | • **THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH AFFECTS YOUR RIGHTS TO BRING DISPUTES INVOLVING YOUR DEPOSIT ACCOUNT(S) WHICH YOU SHOULD READ CAREFULLY. YOU HAVE THE RIGHT TO REJECT THE ARBITRATION PROVISION.** |

# I. Welcome to Rockland Trust

1. **Our Agreement With You.** This Personal Deposit Account Agreement, together with our Rates and Fees Schedule, Account Disclosures (including the "Discretionary Overdraft Privilege Policy" and "*OKTOPAY*" disclosures) and any other documents that we give you regarding your deposit account(s), provides the terms and conditions that govern your personal deposit account(s) with us. Please read it carefully and retain it with your deposit account records. If you have any questions regarding your deposit accounts, please call our Customer Information Center at 508.732.7072. You may also visit us online anytime at RocklandTrust.com for information about the deposit accounts and services that we offer.

2. **Definitions.** When we use capitalized terms in this Agreement it signifies that these terms have a special meaning. The definitions for these terms are provided in the Glossary of Commonly Used Terms at the end of this Agreement. When we use the words "you," "your" and "yours" in this Agreement, they refer to all owners on the deposit account. The words "we," "us," "our," "Bank" and "Rockland Trust" refer to Rockland Trust Company. Unless specified otherwise, the words "deposit account(s)" refers to any deposit account that you presently have with us, or that we may offer now or in the future, that you use for personal, family, or household purposes.

3. **Scope of This Agreement.** This Agreement governs all personal deposit accounts you have established with us. It replaces and supersedes any prior deposit agreement you may have had with us. If you sign a signature card or if you open, maintain, or use a deposit account with us, you agree to the terms and conditions of this Agreement, including, but not limited to, (a) the fees and charges listed in our Rates and Fees Schedule; (b) the Account Disclosures; and (c) any other documents or materials that we give to you regarding your deposit account(s). The Rates and Fees Schedule and Account Disclosures, as each may be amended from time to time, are incorporated into and are considered part of this Agreement. This Agreement is subject to Applicable Law. When this Agreement provides us with the right to make certain decisions about the handling of your deposit account, you understand that those decisions are solely and exclusively within our discretion.

4. **Changing this Agreement.** We can change the terms of this Agreement or our Account Disclosures, the fees and charges listed in our Rates and Fees Schedule and/or any policy or procedure affecting your deposit account(s) at any time. We will provide you with notice of such changes when and as required by Applicable Law. All changes will be effective upon the date provided in the notice. However, if the change is in your favor (such as the termination or reduction of a fee), we may provide you notice of the change after it is effective. We will send notices involving changes to your deposit account(s) to the address that we have on record for your deposit account(s). If any such notice is returned to us as undeliverable because you moved and did not inform us, the changes described in that notice are still binding on you. This Agreement may not be amended or modified orally by our telephone customer service representatives or branch personnel.

5. **The Nature of Your Deposit Relationship With Us.** When you open a deposit account with us, our deposit relationship with you is that of debtor and creditor. Unless other documents we provide to you state otherwise, you agree and acknowledge that we are not in any way acting as a fiduciary for you or for your benefit.

6. **Alternative Languages.** If a representative speaks in, or written material is provided in a language other than English, Rockland Trust does not ensure that all products, services, and disclosures will be available in that language.

# II. Opening and Closing a Deposit Account

1. **Your Eligibility, Generally.** To open a personal deposit account with us, you must be an individual using the deposit account for personal, family or household purposes. Corporations, unincorporated business associations, partnerships, nonprofit organizations, governmental

entities and sole proprietorships may not open a personal deposit account with us under this Agreement. We have a wide variety of business and commercial deposit accounts that these parties may open with us.

Unless Applicable Law requires otherwise, you must be at least 18 years old to open a deposit account for which you are the sole owner. If you are less than 18 years of age, we will require that your parent or legal guardian be a joint owner on the deposit account. If you are a joint owner on a checking account with an individual under the age of 18, you agree to guaranty and indemnify us from any and all kinds of Losses that may arise (either directly or indirectly) from the use or maintenance of the deposit account by the individual under the age of 18. You understand that such a guaranty and indemnification is absolute and unconditional for the full and punctual payment and performance of all obligations of the deposit account owner under the age of 18 and that it is not in any way limited by a requirement of the Bank to first attempt to collect any amount of such obligation from the deposit account owner under the age of 18. We may also require you to sign additional documents regarding the guaranty and indemnification of such deposit accounts, and you agree to do so upon our request.

2. **We Will Verify Your Identity.** When you open a deposit account with us, you give us information about yourself and confirm that it is correct. We enter this information into our records regarding your deposit account. We may rely on that information until you notify us of a change and we have had a reasonable time to act on the new information.

   **NOTICE:** To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person who opens a deposit account. This means that when you open a deposit account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

3. **We May Obtain a Credit Report About You.** In the process of opening your deposit account, we may obtain a consumer report (often called a "credit report") about you from a consumer reporting agency. We do so to help us verify your identity and to assist us in our decision-making process of whether we should open your deposit account. Once your deposit account is opened, we may periodically obtain such reports to determine if we should maintain or close your deposit account, or to assist us should we need to undertake collection efforts. If you ask us, we will tell you whether we requested a credit report and the name, address and telephone number of the reporting agency where we obtained the report.

4. **When We Consider Your Deposit Account to be Open.** We may allow you to apply for deposit accounts in a variety of different ways. However, regardless of the manner in which you apply for a deposit account, we will consider your deposit account to be open only after (a) we have received and approved all deposit account opening documentation we may require, (b) your deposit account has been appropriately funded, and (c) you have satisfied any other requirements we may have.

5. **Deposit Account Opening Documentation Requirements.** As part of our deposit account opening process, we may require you to sign a signature card and/or provide us with any other documentation that we may require. If you want to establish a joint deposit account with us, each joint deposit account owner must sign our signature card and provide us with any other documentation that we may require.

   If you open a joint deposit account online or through our telephone banking center, we will require you to sign and return a signature card to us that is signed by all deposit account owners. You must do so within thirty (30) days of completing the deposit account application and funding process. If you do not return a signed signature card within this period of time, we may prevent further deposits to or withdrawals from your deposit account until your signed signature card is returned. If the signed signature card for your deposit account is not returned within forty-five (45) days of completing the deposit account application and funding process your deposit account will be closed.

If you open a joint deposit account online and your signature card is returned within the period of time discussed above, but is signed by only one deposit account owner, we may either close the deposit account or convert the deposit account to an individual account. If we allow the deposit account to remain open, you understand that the deposit account will be considered to be individually owned by you for deposit insurance purposes until your joint deposit account owner(s) provide their signatures on a signature card for the deposit account.

6. **We May Request New Documents.** From time to time we may request additional information from you to protect your deposit account and our systems from fraud or other problems. This information may include new sample signatures and other information that we must obtain under Applicable Law. You agree to assist us by promptly complying with any such request. You also agree to hold us harmless for refusing to pay or release funds or to take any other action relating to your deposit account where the refusal is based on your failure to provide the signatures or documentation requested by us from time to time.

7. **Certifying Your Taxpayer Identification Number.** When you open a deposit account with us, we will request that you provide us with a certification of your correct TIN. Applicable Law requires that these certifications be given under penalty of perjury. If you do not provide us with such a certification, we are required to withhold a certain percentage of taxable interest, dividends and certain other payments that we make to you. This is commonly referred to as "backup withholding." You must provide us with your TIN even if you do not have to file a tax return and you must also certify that you are not subject to backup withholding. We are not required to open (and may close) a deposit account for you if you do not provide and certify your TIN, even if you are exempt from backup withholding and information reporting. We are required to report certain dividend, interest and other payments we make to you to the Internal Revenue Service ("IRS"). We include your TIN in those reports.

   You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify withholding information. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

8. **CLOSING YOUR DEPOSIT ACCOUNT. GENERALLY, YOUR DEPOSIT ACCOUNT MAY BE CLOSED AT ANY TIME BY YOU OR US WITHOUT ADVANCE NOTICE. HOWEVER, WE MAY REQUIRE YOU TO GIVE US SEVEN (7) DAYS ADVANCE WRITTEN NOTICE WHEN YOU INTEND TO CLOSE YOUR CHECKING WITH INTEREST, MONEY MARKET OR SAVINGS ACCOUNT. IF WE CLOSE YOUR DEPOSIT ACCOUNT, WE WILL PROVIDE YOU WITH NOTICE OF SUCH CLOSURE IF AND TO THE EXTENT REQUIRED BY APPLICABLE LAW AND MAIL A CHECK TO YOU AT THE ADDRESS WE CURRENTLY SHOW IN OUR RECORDS FOR YOUR STATEMENT OR OTHERWISE REMIT ANY BALANCE IN YOUR DEPOSIT ACCOUNT TO YOU. IF YOUR DEPOSIT ACCOUNT REACHES A ZERO BALANCE, WE MAY (BUT ARE NOT OBLIGATED TO) CONSIDER YOUR DEPOSIT ACCOUNT CLOSED. WE MAY EITHER RETURN DEPOSITS, CHECKS AND OTHER ITEMS THAT WE RECEIVE AFTER YOUR DEPOSIT ACCOUNT IS CLOSED OR, IN THE CASE OF DEPOSITS, REOPEN THE DEPOSIT ACCOUNT AND ACCEPT THE DEPOSIT, WITHOUT OUR BEING LIABLE TO YOU. THIS AGREEMENT CONTINUES TO GOVERN MATTERS RELATED TO YOUR DEPOSIT ACCOUNT EVEN AFTER YOUR DEPOSIT ACCOUNT IS CLOSED. CLOSURE OF YOUR DEPOSIT ACCOUNT BY YOU OR US WILL NOT RELEASE YOU FROM ANY FEES OR OTHER OBLIGATIONS INCURRED BEFORE THE CLOSURE, THOSE YOU INCUR IN THE PROCESS OF CLOSING OUT YOUR DEPOSIT ACCOUNT, OR FOR YOUR LIABILITY FOR OUTSTANDING ITEMS.**

9. **Prohibition Against Illegal Use.** You may not use your deposit account or any other financial service we provide for any illegal purpose, including, but not limited to, the origination, receipt, or processing of illegal Internet gambling transactions as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder, and activities in violation of United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control ("OFAC"). In the event we identify a suspected restricted transaction, we may block or otherwise prevent or prohibit such transaction and further we may close the deposit account or end the relationship.

# III. The Types of Deposit Accounts That We Offer

1. **The Deposit Accounts We Offer.** We offer a variety of deposit accounts designed to meet your needs. From time to time we may create new types of deposit accounts to better serve you. Occasionally we may discontinue certain deposit accounts or types of deposit accounts and, unless we are required to do so by Applicable Law, we may do so without notice to you. Deposit accounts that have been discontinued may not appear in our most current Agreement or Account Disclosures. If you have questions or need more information or details about the types of deposit accounts that we offer, please call our Customer Information Center at 508.732.7072. You may also visit RocklandTrust.com at your convenience.

2. **Ownership Categories.** Our deposit accounts may be opened and structured in a variety of different ways. We currently offer the following types of deposit account ownership categories:

   (a) ***Individual Deposit Accounts:*** An individual deposit account is a deposit account in the name of one person. You may designate another person to write checks and conduct transactions on the deposit account without granting them any ownership interest in your deposit account by granting them a limited power of attorney in compliance with Section III(3) ("Power of Attorney Appointments") of this Agreement. Otherwise, you will be the only person authorized to use the deposit account.

   (b) ***Joint Deposit Accounts:*** A joint deposit account is a deposit account in the name of two or more persons. The joint deposit accounts that we offer are with the right of survivorship, and not as tenants in common. You understand that if money is held jointly in this type of deposit account (subject to any pledge of those funds that we have agreed to), that upon the death of one joint deposit account owner the funds will belong to the surviving owner(s). If two or more joint deposit account owners survive the death of another, they will own the balance in the deposit account as joint tenants with survivorship and not as tenants in common. Each joint deposit account owner has the right to withdraw, at any time, some or all of the funds from the deposit account without the permission of the other joint deposit account owners. You understand that as a joint owner of the deposit account, all of you are considered jointly and severally liable to us for the entire amount of any obligation (such as any fees or overdrafts on your deposit account) or liability to us regarding the deposit account, or for any Losses regarding the deposit account. Each joint owner appoints the other(s) as his/her agent to deposit, withdraw and transfer funds, instruct us to stop payment on any check or item drawn on the deposit account and to release or cancel stop payment requests (even if not initiated by him/her), obtain any and all information from us about the deposit account, and conduct any and all other business on the joint deposit account including, but not limited to, pledging or encumbering the deposit account (where we may allow you to do so), or closing the deposit account. You understand and agree that we may honor checks drawn by or withdrawal requests from any joint deposit account owner. Acting as an agent, any joint owner can endorse checks, drafts or other payment orders made out to any other joint owner for deposit into the joint deposit account. However, if a joint deposit account owner provides us with such written notice, we reserve the right to require the written authorization of any or all joint deposit account owners for any future transactions on the deposit account. Any joint owner or owners may appoint an attorney-in-fact for the deposit account, but we reserve the right to require the consent of all joint owners before allowing such an appointment. All such appointments of an attorney-in-fact must be done in compliance with the requirements of the section of this Agreement dealing with Power of Attorney Appointments.

   One joint owner is not authorized to remove another joint owner from the title of the deposit account without the written consent of the other joint owner(s) but may, however, withdraw all of the funds from the deposit account or close the deposit account at his/her

discretion and without the permission, knowledge, or consent of any other joint owner. While you may request that the names on your deposit account be connected with the word "and," you agree that we may treat the deposit account like any other joint deposit account, and that we may rely on the instructions and/or signature of any joint deposit account owner, and the rules in this Agreement will apply to your deposit account so titled.

If one of the joint owners of the deposit account owes us money that is due, we can, to the extent permitted by this Agreement and not prohibited by Applicable Law, use the funds in the joint deposit account to pay the debt, regardless of who deposited the funds into the joint deposit account. Similarly, from time to time we may be required by Applicable Law to remit funds held in the joint deposit account to satisfy a judgment, execution, levy or court order entered against, or other valid debts incurred by, any owner of the joint deposit account. We may do so regardless of who deposited the funds into the joint deposit account.

If we receive conflicting instructions from the owners of the joint deposit account, we have the right to refuse further payment except on a final court order or a release that is in a form acceptable to us and that is signed by all joint owners of the deposit account.

(c) ***Unwritten ("Totten") Trust Deposit Accounts:*** We offer you the ability to open two different types of trust deposit accounts. The first type of trust deposit account is made without a written trust document and is also known as a "totten trust" deposit account. Under this type of deposit account one or two of you (each called a "Trustee") may create a deposit account in trust for one or more parties (each called a "Beneficiary"). If you open this type of deposit account, the deposit account and the funds in it belong to you during your lifetime and, until your death, the Beneficiary(ies) has / have no interest in the deposit account and may not access the deposit account nor the funds in the deposit account. Upon the death of the Trustee or the death of both Trustees, all the funds in the deposit account shall be owned in equal shares by the person(s) then living who is/are named as Beneficiary(ies) on the deposit account (or his/her/their legal representatives). The money in this type of deposit account will not be inherited by your heirs or controlled by your will. We have no obligation to notify any Beneficiary(ies) of the existence of any deposit account or the vesting of any interest in any deposit account.

We make no representations as to whether the establishment or use of such a deposit account designation is appropriate for you. You may want to consult your attorney, tax professional or estate planning advisor before making such a designation. You have the right at all times to change or remove such Beneficiary(ies) from the deposit account, close the deposit account, or withdraw some or all of the funds from the deposit account.

(d) ***Written Trust Agreement Deposit Accounts:*** From time to time, we may allow a Trustee of a formal written trust to open a trust account. To open such a deposit account, we may require a certification of trust, the name and address of the Beneficiary(ies) (all of whom must be natural persons), and any other information or documentation that we may request. You agree that by opening such a deposit account, you are holding us harmless from and against any actions either we or the Trustee takes on the deposit account that are done in reliance on the certification of trust or other documents that we requested when you opened the deposit account. We are under no obligation and have no duty to monitor the acts of any Trustee to determine whether such acts are being done for the benefit of the Beneficiary, are permissible under the terms of the trust, or are in compliance with Applicable Law. You understand and agree that we will not be liable to you if the Trustee(s) exceeds his/her powers or otherwise does not comply with Applicable Law.

(e) ***Transfers to Minors Deposit Accounts:*** You may make a gift of money to a minor by opening a deposit account in the name of the minor with you listed as custodian on our records for the deposit account ("Custodian"), pursuant to the Massachusetts Uniform

Transfers to Minors Act ("UTMA"). Only you, as Custodian, are authorized to act on the deposit account. As Custodian, you will notify us in writing immediately upon the death of the minor or at the time the minor reaches 21 years of age. After notifying us of either of these events, your authority over these deposit accounts continues only to the extent allowed by the UTMA. Before we receive such notice and have a reasonable opportunity to act on it, we may honor any checks or drafts written on the deposit account by the Custodian without incurring any liability to the minor or to any third party. You will be liable to us for any Losses we incur because of your failure to give us prompt written notice (as described above) or otherwise abide by the UTMA. We have no duty to monitor the acts of the Custodian or otherwise ensure that his/her acts are for the benefit of the minor and/or are otherwise permissible under the UTMA. We have no liability if the Custodian exceeds his/her authority under and/or fails to comply with the UTMA.

You are solely responsible for determining if the type of deposit account that you open and/or if the joint deposit account owners and Beneficiary(ies) you select are appropriate for you. We are not responsible for reviewing any of these decisions on your behalf.

3. **Power of Attorney Appointments.** If you would like to appoint someone as your attorney-in-fact to access your deposit account and/or the funds in it, we will request a copy of your power of attorney documentation. We may also require you to sign certain additional documents certifying, among other things, that the power of attorney documents are still effective. To the extent permissible by Applicable Law, we may reject a power of attorney form that you provide to us that is not the original or, if applicable, the statutory form or for any other reason. If a power of attorney is accepted by us, any action by us is in reliance on your attorney-in-fact and will be binding on you if we take action before we receive and have a reasonable opportunity to act upon: (a) a signed, written revocation of the power of attorney, (b) a signed, written notice that a conservator has been appointed for your estate, (c) a certified copy of your death certificate, or (d) a written notification from a medical facility that you have become disabled or incompetent (unless the power of attorney documentation specifically provides otherwise). You authorize and direct us to receive, accept, pay and/or apply, without any duty of inquiry, without limit as to amount, and without regard to the application of the proceeds, any check, draft, or other instrument for the payment of money drawn by your attorney-in-fact on or payable from your deposit account(s) including, but not limited to, those endorsed to the order of your attorney-in-fact or otherwise for the personal credit of your attorney-in-fact. We are not liable for the misapplication of funds from your deposit account by the attorney-in-fact, or if the attorney-in-fact exceeds his/her authority or otherwise does not comply with Applicable Law.

4. **Your Rights Under the Massachusetts "18/65 Law."** If you are 18 years of age or younger, or if you are age 65 or older, you have the right to notify us of your eligibility under the Massachusetts "18/65 law." If you notify us of this fact, we will not assess fees or charges against one checking account and one savings account (other than a money market account) of your choosing. We may, however, assess against these deposit accounts a reasonable charge (disclosed in our Rates and Fees Schedule) for any check or item presented when your deposit account has insufficient funds. We may also deduct certain charges from your deposit account for services (for example, a charge for purchasing traveler's checks). If you do not notify us of your eligibility under this law, we will have no obligation to administer your deposit account(s) in this manner.

   **Notice to Customers 18 Years of Age or Younger.** When you reach the age of 19, the account(s) in your name designated under Massachusetts Law 167D, 18/65 status, will be converted to a similar product type and will become subject to the rules and fees governing such an account. We will notify you 30 days in advance of this change.

5. **Other Agency and Fiduciary Accounts.** Any individual acting as a legal guardian or conservator, personal representative, trustee, custodian or in some other fiduciary capacity (collectively, "Fiduciary") must be so designated to the Bank on the signature card. It will otherwise be assumed that you own the deposit account in an individual capacity. The Bank is authorized to follow the directions of your Fiduciary regarding your deposit account until it receives written notice that the Fiduciary appointment has been terminated and it has had a reasonable time to act upon the notice. The Bank is not liable for the misapplication of funds from your deposit account by your Fiduciary. This Agreement, in conjunction with the terms of any Fiduciary agreement, trust agreement or affidavit of trust, court order or other document pursuant to which the deposit account is opened (collectively "Fiduciary Agreement"), when in a form acceptable to the Bank, will govern the deposit account, and the Bank has the right to request documentation as is necessary to open the deposit account. All Fiduciary deposit account owners and beneficiaries agree that the Bank will not be liable if the Fiduciary commits a breach of trust or breach of fiduciary duty, or fails to comply with the terms of any written Fiduciary Agreement or comply with Applicable Law. The Bank is not responsible for enforcing the terms of any written Fiduciary Agreement or Applicable Law against the Fiduciary and can rely on the genuineness of any document delivered to it, and the truthfulness of any statement made to it by a Fiduciary.

# IV. General Terms and Conditions

## (A) Signatures on Your Deposit Account

1. **Reliance on Your Signature Card.** If for any reason you have not signed a signature card or we do not have your signature card, we will not be liable to you for honoring checks or any other signed instructions if we believe in good faith that the signature(s) appearing on such instructions are authorized. We make no representations as to the appropriateness or effect of the ownership or Beneficiary designations, if any, specified on your deposit account records, except as they determine to whom we pay deposit account funds.

2. **Facsimile Signatures.** From time to time we may allow you to use a Facsimile Signature on a check, withdrawal slip or other deposit account form. If you would like to use a Facsimile Signature you must provide us with advance notice of your desire to do so and we may require you to complete documentation regarding your use of such a signature. You are fully responsible for the use of such Facsimile Signatures, and you authorize us to accept and pay any check, draft or other instrument for the payment of money appearing to bear or bearing your Facsimile Signature (regardless of to whom such item is made payable) and to rely on such Facsimile Signature on any check, draft or other instrument for the payment of money, withdrawal slip or other deposit account document as though you had signed your own name to such check or document. We may rely on such Facsimile Signature even if it was placed on the check, draft or other instrument for the payment of money, withdrawal slip or deposit account document by someone other than you and/or without your authority. Alternatively, we reserve the right to reject any check, draft or other instrument for the payment of money, withdrawal slip, or other deposit account document that bears or appears to bear a Facsimile Signature. You should maintain close control over your Facsimile Signature device and promptly review your deposit account records for unauthorized use of the device. You must notify us immediately if you believe that your Facsimile Signature may have been misused.

## (B) Deposits to Your Deposit Account

1. **General Deposit Rules.** You can make deposits to your deposit account in person at our branch, by mail or by any other method we make available from time to time. We are not responsible for deposits made by mail until we actually receive them. We encourage you to use the deposit slips that we make available to you in order to help us credit deposits to your deposit account as soon as possible and to minimize errors. If you do not use deposit slips that we provide to you, you agree that we will not be liable to you for any errors resulting from your use of a counter deposit slip, whether completed by you or one of our employees. We have the right, but are not obligated, to endorse any non-cash items submitted for deposit into your deposit account and deposit them into your deposit account. We also have the right to not accept items that contain multiple, missing or improper endorsements, and to limit, refuse, hold, or return any deposit. You agree to reimburse us for any Losses we incur: (a) because you fail to endorse an item exactly as drawn, (b) because you deposit an item with a missing endorsement, or (c) resulting from or arising out of any return of any deposited item for any reason whatsoever. You agree that our count of the coins and currency in your deposit shall be conclusive as to the amount. Credit for all of your deposits (other than cash) is provisional until we finally receive the funds from the institution on which the item you are depositing was drawn. You agree that you are responsible for items that you deposit, even if we have made those funds available to you under our Funds Availability Policy. We will make any necessary adjustments to your deposit account for any discrepancies with which we agree and notify you. We reserve the right to make adjustments to your deposit account, in our sole discretion, for computation or other errors.

   You may only withdraw funds from your deposit account that is available for withdrawal under the terms and conditions of this Agreement and our Funds Availability Policy. You understand and agree that we may make adjustments to your deposit account from time to time to reflect corrections or changes to your balance. For example, we may make adjustments if deposits are posted for the wrong amount or to the wrong deposit account. In the event that an error has caused the balance in your deposit account to be overstated, you agree to reimburse the overstated amount.

2. **Check Endorsement Standards.** To ensure that checks you deposit into your deposit account are processed without delay, you must endorse them correctly. The area reserved for your signature is on the back of the check, within 1-1/2 inches from the "trailing edge" of the check. The "trailing edge" is defined as the left side of the check when viewing it from the front. Turn the check over and sign your name. Do not make any additional marks or notations on the back of the check. The portion of the check not reserved for your endorsement must remain blank for processing purposes. We will not be responsible for any Losses you incur if your check is improperly endorsed. You will be liable for unpaid checks returned late because your endorsement, a prior endorsement, or information you have printed on the back of the check obscures other endorsements. For checks to be accepted through Mobile Check Deposit, payees must sign the back of the check and write "for mobile deposit only" underneath their signature.

3. **Direct Deposits.** You agree that we may reverse any direct deposit that is made to your deposit account without prior notice to you at any time if: (a) we credited your deposit account in an incorrect amount, (b) the deposit represents a duplicate credit to your deposit account, (c) you were not entitled to the deposit, or (d) you were not the intended recipient of the deposit. This right is in addition to any other rights that we may have under this Agreement or Applicable Law, including our right of setoff and any security interest that we may have in your deposit account.

4. **Deposit of Foreign and Other Non-Routine Items.** Checks drawn on banks located outside the United States, bond coupons and other non-routine items will be accepted for collection only. These items are not governed by our Funds Availability Policy. These items will not be

posted to your deposit account, and you will not receive credit for such items until we receive final credit from the bank on which it is drawn. We will calculate the U.S. dollar equivalent of your deposit by using our applicable exchange rate that is in effect when we receive final credit, not the exchange rate that was in effect when you presented us with the item for deposit. You agree that when we receive final credit for an item that we have accepted for collection, we may subtract any applicable fee as may be disclosed in the Rates and Fees Schedule, as may be amended from time to time, for processing such non-routine items from the amount finally credited to us, before we credit your deposit account for the remaining amount. From time to time and in our sole discretion we may make exceptions to this policy. We are not, however, under any obligation to do so, and we will not be liable to you if we do not do so.

5. **Collection of Items.** In receiving checks and other items for deposit or collection, we act as your collection agent and assume no responsibility beyond the exercise of ordinary care. We will not be liable for default or negligence of our correspondent banks or for loss in transit, and each correspondent bank will only be liable for its own negligence. You are responsible for reconstruction and proof of loss of any items, including checks and other negotiable instruments, included in deposits which are lost or stolen in transit before we have received and accepted the deposit. Further, you agree to fully cooperate and assist in the reconstruction and proof of loss of any items, including checks and other negotiable instruments, included in deposits that are lost or stolen in transit after we have received and accepted the deposit. Checks and other items and their proceeds may be handled in accordance with applicable regulations and operating circulars of the Federal Reserve, clearinghouse association or funds transfer system rules, and contractual arrangements with other financial institutions. All deposited checks and items (including those drawn on another deposit account at the Bank) are credited subject to final payment and our receipt of proceeds. Until we receive final payment, any credit that we provide to you for the deposit is provisional only.

   You authorize us to pursue collection of previously dishonored checks and items, and in so doing, we may permit the payor bank to hold an item beyond the midnight deadline associated with Applicable Law. You also authorize us to convert, at our sole discretion, any checks that you deposit into your deposit account that are returned for uncollected or insufficient funds to an electronic transaction.

6. **Return of Deposited Items.** If a check or other item you deposit or we cash is returned to us for any reason, at any time, we may debit your deposit account for the amount of the check or item without regard to whether the bank on which the check or item was drawn returned it before its midnight deadline. Furthermore, if after a check or other item deposited into your deposit account is finally paid, it is returned to us by the bank on which it is drawn because someone has made a claim that the check or other item was altered, forged, unauthorized, or should not have been paid for some other reason, we may debit your deposit account for its amount. All returns of checks or other items discussed in this section are hereinafter referred to as "Returned Deposited Items." In each of the foregoing situations, we may also debit your deposit account for any interest you may have provisionally earned on the amount of the Returned Deposited Item.

   In some cases the financial institution on which the Returned Deposited Item is drawn may send us an electronic notice of return instead of returning it. We may act on, and you agree to be bound by, the electronic notice of return just as if the original check or item had been returned. We may debit your deposit account for the amount of the Returned Deposited Item at any time on or after the day it is returned to us by electronic or other means, or the day we receive notice that it is being returned to us—whichever is earlier. If your available balance is insufficient to cover the amount of the Returned Deposited Item, we may overdraw your deposit account in accordance with this Agreement. You agree to repay us the amount of such overdrafts immediately.

For each Returned Deposited Item that was drawn in a foreign currency, we charge your deposit account the U.S. dollar equivalent of the item. We may calculate the U.S. dollar equivalent by using our applicable exchange rate that is in effect when we process the Returned Deposited Item.

7. **Freezing Your Deposit Account.** When we suspect that an irregular, unauthorized or unlawful activity may be occurring in connection with your deposit account, we may place a hold on (or "freeze") the entire balance in your deposit account and any other deposit accounts that you may have with us while we investigate your deposit account and the activities that appear suspicious. Freezing your deposit account in this manner is not tied to the availability of items that you deposit to your deposit account. Rather, it is part of our effort to protect both you and us from Losses related to suspected fraud involving your deposit account. As a result, we may impose such a freeze on your deposit account(s) without regard for our Funds Availability Policy requirements. However, if we do freeze your deposit account we will provide you with any notice that may be required by Applicable Law.

8. **Our Funds Availability Policy.** Deposits made to your checking, savings and money market accounts may not be available for your immediate use or withdrawal. This section discusses our general rules about when we make deposited funds available for your use.

   (a) ***General Rule:*** Our policy is to make funds from your check deposits available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits and cash deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written and other Debit Transactions.

   (b) ***When We Consider Your Deposits Received:*** For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. The end of a Business Day varies by branch location or delivery channel. However, it will be no earlier than 2:00 P.M. Eastern Time. If you make a deposit before the end of a Business Day, we will consider that Business Day to be the day of your deposit. However, if you make a deposit after the end of a Business Day, or on a day that is not a Business Day, we will consider that the deposit was made on the next Business Day we are open.

   (c) ***Longer Delays May Apply: Sometimes we may delay the availability of your deposits.*** The delays that we may impose fall into two (2) general categories:

      1) ***Case-by-Case Delays.*** In some cases, we will not make all of the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first $275 of your deposits, however, will be available on the first Business Day. If we are not going to make all of the funds from your deposit available on the first Business Day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the Business Day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

      2) ***Safeguard Exceptions.*** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

         a) We believe a check you deposit will not be paid.

         b) You deposit checks totaling more than $6,725 on any one day.

         c) You redeposit a check that has been returned unpaid.

d) You have overdrawn your deposit account repeatedly in the last six (6) months.

e) There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit.

(d) ***Special Rules for New Deposit Accounts:*** If you are a new customer, the following special rules will apply during the first 30 days your deposit account is open. Funds from cash, wire transfers, and electronic direct deposits to your deposit account will be available on the day we receive the deposit. Funds from the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $6,725 will be available on the fifth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits will be available on the fifth Business Day after the day of your deposit.

9. **ACH Transactions.** If your deposit account receives incoming ACH transactions (either credits or debits) you agree to be bound by the Operating Rules and Guidelines of the National Automated Clearing House Association ("NACHA"). Under the NACHA Operating Rules and Operating Guidelines payments made to you, or originated by you, are provisional until final settlement is made through the Federal Reserve Bank or payment is otherwise made under Applicable Law. We may obtain a refund from you if an amount provisionally credited to your deposit account is not received. Neither Applicable Law or the NACHA Operating Rules or Operating Guidelines require us to provide you with notice of an ACH or wire payment order to credit your deposit account.

10. **International ACH Transactions.** ACH transactions (either credits or debits) or wire transfers initiated from outside of the United States are subject to NACHA Operating Rules and Operating Guidelines, the rules of any wire transfer system involved, and the laws enforced by OFAC (each as applicable). We are permitted under these rules and laws to temporarily suspend processing of a transaction for greater scrutiny or verification against the OFAC list of blocked parties. This may result in delayed settlement, posting and/or availability of funds. If we determine there is a violation, or if we cannot satisfactorily resolve a suspected or potential violation, the subject funds will be blocked as required by Applicable Law. If you believe you have adequate grounds to seek the return of any blocked funds, it is your responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website for procedures and form(s) required to seek a release of blocked funds.

11. **Substitute Checks and Your Rights.** You have certain rights and responsibilities regarding substitute checks.

(a) ***What is a substitute check?*** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your deposit account. However, you have rights under other law with respect to those transactions.

(b) ***What are my rights regarding substitute checks?*** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your deposit account (for example, if you think that we withdrew the wrong amount from your deposit account or that we withdrew money from your deposit account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your deposit account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your deposit account is an interest-bearing deposit account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your deposit account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your deposit account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your deposit account.

(c) ***How do I make a claim for a refund?*** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your deposit account, please contact us at:

Rockland Trust Company
288 Union Street
Rockland, MA 02370
508.732.7072

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the deposit account statement showing that the substitute check was posted to your deposit account, whichever is later. If you contact us verbally, we will request that you provide the claim in written format within 10 business days of the date of the verbal complaint. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

1) A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2) An estimate of the amount of your loss;
3) An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4) A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

**12. Deposit of Checks Using our Mobile App** If you enroll to make deposits using our mobile app, you understand and agree that your use of the app is governed by the terms and conditions of the User Agreement presented to you at the time of enrollment. The terms and conditions of the User Agreement, as it may be amended from time to time, are incorporated by reference into the terms and conditions of this Agreement.

## (C) Withdrawals from Your Deposit Account

1. **General Rules Regarding Withdrawals.** We offer a number of different products and services that you may use to withdraw money from your deposit account or to instruct us to make a payment from your deposit account to a third party. You understand that we may refuse requests for transfers or withdrawals that do not comply with our existing policies, procedures, forms or other requirements, or that are in excess of transaction limits applicable to your deposit account. Our Funds Availability Policy governs when funds you deposit into your checking, savings and money market accounts will be available for your withdrawal.

2. **Checks.** We offer a variety of check styles and other withdrawal forms for your use. We recommend that you use checks and other forms that we provide. Unless we have approved them in advance, we may refuse to accept checks or other forms that you create or someone else provides to you. If you use a check or other forms that do not meet our specifications at any time, you are responsible for, and agree to indemnify and hold us harmless from, the result (such as if our equipment is unable to read or process the non-standard checks and/or any Losses that may occur).

   If you create or obtain checks or other forms from someone else and we cannot process some or all of them through our automated check processing systems, we reserve the right to charge you per-item fees on those checks or other items. If you create or obtain checks or other forms from someone else you also represent and warrant that any such checks and forms will in all ways comply with the requirements of Applicable Law.

   You are responsible for verifying the accuracy of all information on your checks and other forms. Our liability, if any, for any printing errors on checks or other forms obtained through us is limited to the cost of replacing the forms. We are not liable for Losses you may incur when you use checks or other forms not obtained through us.

3. **How We Order Transactions Debiting Funds From Your Deposit Account.**

   (a) ***Credits, Debits, and Holds:*** Credits increase the available balance of your deposit account. Examples of Credit Transactions include ATM deposits, teller deposits, direct deposits, and credits we make. Debits decrease the available balance of your deposit account. Examples of Debit Transactions include checks, POS Transactions, withdrawals (in-person, ATM, preauthorized, and online), payments, fees, charges, and other items. Holds may be placed on funds in your deposit account when a transaction involving your deposit account is pending (e.g., when a debit has been authorized but not yet presented for payment), and may also decrease your deposit account's available balance. Examples of transactions that give rise to holds include deposit holds, debit card authorizations, holds related to cash withdrawals and electronic transfers, or under our Funds Availability Policy.

   (b) ***Generally:*** Debit Transactions are often not presented to us for payment on the day you initiate them, and therefore are not processed in the order in which they are initiated by you. For example, if you write a check the payee may not immediately cash or deposit it. There is also usually a delay between the date you initiate a POS Transaction and the date the merchant presents it to us for payment. This delay occurs in many cases even when the merchant has received authorization at the time the transaction occurs. We may determine in our discretion the order that we process and post credits, debits, and holds to your deposit account. We may give preference to debits payable to us. On your deposit account statement we do not necessarily report debits and credits in the order that they occurred or in the order that they were posted to your deposit account.

(c) ***We currently process transactions involving your deposit account(s) in the following manner:***

1) ***We Increase Your Deposit Account's Available Balance by Posting Credits to Your Deposit Account First.*** At the end of each Business Day, before we process pending authorization holds or Debit Transactions presented that day for payment, we first credit your deposit account(s) with credits that have become available that Business Day under our Funds Availability Policy.

2) ***Next We Reduce Your Deposit Account's Available Balance by the Amount of Pending Authorization Holds.*** After we post credits to your deposit account, we next deduct from the available balance the amount of any pending authorization holds applied to your deposit account that Business Day. Funds held in this manner are unavailable for payment of Debit Transactions while the authorization remains pending. The amount of this hold may not be equal to the amount ultimately presented by the merchant for payment. For example, certain merchants (such as hotels and gas stations that offer "pay at the pump") may request an authorization amount that exceeds the price of the goods or services ultimately purchased. Other merchants (such as restaurants) may not include potential additional amounts (such as a gratuity) in the authorization request. If a pending Debit Transaction is not presented for payment within 48 hours after our authorization and application of the pending authorization hold to your deposit account, we will release the pending authorization hold.

3) ***We Then Categorize Debit Transactions Presented for Payment into Payment Categories.*** After we have increased the available balance by posting credits to your deposit account, and reduced the available balance by the amount of any pending authorization holds, we then will process the Debit Transactions presented that Business Day for payment. At the end of each Business Day, we currently categorize all Debit Transactions presented that Business Day into one of the three (3) following Payment Categories:

i. ***"Cash Out" Category.*** This Payment Category includes transactions that typically require us to determine at the time the Debit Transaction is initiated whether you have sufficient available funds to pay it (including online banking transfers; ATM or in-branch transfers or withdrawals; POS Transactions; automatic transfers between your deposit accounts with us; telephone transfers; wire transfers; and deposit chargebacks). Not all of these Debit Transactions, however, will be presented for payment on the same Business Day they are initiated. For example, a POS Transaction may not be presented by the merchant for final payment until several days after it was initiated. If your available balance is no longer sufficient to cover the authorized POS Transaction at the time it is presented for payment, we will honor the item and create an overdraft on your deposit account. Similarly, if you no longer have sufficient collected funds to cover the authorized POS Transaction at the time it is presented for payment, we will honor the item and access the uncollected funds on your deposit account. We process all Debit Transactions in the "Cash Out" category before Debit Transactions in other Payment Categories. Within this category we group similar Debit Transaction types (for example: ATM withdrawal transactions; ATM transfer transactions; POS Transactions; etc.) together for processing purposes. We process the Debit Transactions for payment within each of these separate transaction types in ascending order ("Low to High") based on the dollar amount of each Debit Transaction. This means that not all "Cash Out" Debit Transactions will be posted from the lowest amount to the highest amount on a given Business Day. Only Debit Transactions within each single transaction type will be posted from lowest amount to highest amount. This means a

"Cash Out" Debit Transaction of one transaction type can post before a "Cash Out" Debit Transaction of a different transaction type, even if the former is for a higher dollar amount.

ii. ***ACH / Bill Pay / Check Category.*** This Payment Category includes Debit Transactions that are presented to us in a manner that does not require an immediate payment or authorization of payment (including transactions sent using the Automated Clearing House network—often referred to as "ACH" transactions; online bill pay instructions; checks; Substitute Checks; and Remotely Created Checks). Once all Debit Transactions in the "Cash Out" Category are processed, we next process Debit Transactions in the ACH / Bill Pay / Check Category. Within this category we group similar Debit Transaction types (for example: ACH transactions; bill pay instructions; checks; etc.) together for processing purposes. Within each transaction type for Debit Transactions that do not have an item number (such as ACH transactions; online bill pay transactions sent via ACH or other electronic means; and checks your payee converted to an ACH) we process these Debit Transactions for payment in ascending order ("Low to High") based on the dollar amount of each transaction. This means that not all ACH and bill pay transactions will be posted from the lowest amount to the highest amount on a given Business Day. Only transactions within each single transaction type will be posted from lowest amount to highest amount. This means that an ACH or bill pay transaction in one transaction type can post before an ACH or bill pay transaction of a different transaction type, even if the former is for a higher dollar amount. After transactions with no item number are processed, we then process checks in ascending item number order. For example, we would process check #100 for payment before we would process check #150, regardless of their amount, if both checks were presented for payment on the same Business Day.

iii. ***Bank Fees Category.*** The Payment Category of Debit Transactions represents funds that you owe to us, which may include fees, in accordance with our Rates and Fees Schedule. We review and process bank fees after all other Debit Transactions have been processed for payment. Bank fees will be processed in ascending order ("Low to High") based on the dollar amount of the fee. You are responsible to pay all bank fees in accordance with our Rates and Fees Schedule and we may assess you a fee even if doing so will create an overdraft on your deposit account.

The order in which Debit Transactions are received and processed by us may affect the total amount of Overdraft Charges that you may incur. We may change this order at any time. We will provide you with notice of such changes as required by Applicable Law.

4) ***We Make Pay / Return Decisions and Assess Fees on the Morning of the Following Business Day.*** On the morning of the Business Day following our posting of credits to and our processing of Debit Transactions from your deposit account(s) in the manner described above, we may review your deposit account(s) to determine if there is a sufficient available balance and/or if there are sufficient collected funds to pay all of the Debit Transactions presented for payment. Please be aware that merchants and third parties sometimes re-present items that we may have previously returned unpaid. There is no limit on the number of attempts for re-presentment from a sending bank, merchant, or third party. If the available balance in your deposit account is insufficient to pay a Debit Transaction when it is presented and processed in this fashion, we may, in our sole discretion, pay the Debit Transaction and create an overdraft on your deposit account or return the Debit Transaction unpaid due to insufficient available funds. We have no obligation to permit overdrafts on your deposit account(s) and a decision to do so does not require us to do so in the future. We are not liable to you or to any third party for our decision to either pay or return a Debit Transaction presented for payment that exceeds your available balance. We may impose an Overdraft Charge if we pay

a Debit Transaction that exceeds the available balance in your account. You will not be assessed an Overdraft Charge for ATM and one-time POS Transactions that overdraw your deposit account's available balance unless you have opted in to our overdraft service, *OKTOPAY*. Further, we will not assess you an Overdraft Charge if the only reason the available balance in your deposit account was overdrawn was because of the assessment of a bank fee. The amounts of our Overdraft Charges are disclosed in our Rates and Fees Schedule. You agree to immediately repay the amount of any overdraft created on your deposit account. You also agree to immediately pay the amount of any Overdraft Charge that may be assessed. If your deposit account is a joint deposit account, all deposit account owners agree that these repayment obligations are joint and several, regardless of which one of you may have initiated the Debit Transaction that was paid against either insufficient available or uncollected funds or that was returned unpaid. You agree that these amounts may be repaid out of any subsequent deposit to your deposit account or set off against such deposit to your deposit account including, without limitation, deposits of Social Security, Supplemental Security Income, or other government benefits.

4. **Presentment of Debit Transactions.** Our decision to pay or return a Debit Transaction, or return it unpaid, is made in conformity with the method described above. If we receive electronic notification that a check you wrote has been deposited for collection in another financial institution, we may make the decision to return or pay the check on the date that we receive such notification rather than the date on which the paper check may be presented to us for payment. Additionally, we may make a decision to pay or return an item that, but for a third party error, would qualify as a substitute check.

   Our decision to pay or not pay a Debit Transaction is based on the available balance in your deposit account and other factors, including whether there are any withdrawal limits applicable to your deposit account. A determination of your deposit account balance for the purpose of deciding whether to pay a check or other Debit Transaction may be made at any time between the receipt of such presentment (or notice from another financial institution that has deposited it for collection) and the return of the item.

5. **Conversion of Checks that You Write Into Electronic Withdrawals by the Payee or Holder of the Check.** Checks that you draw on your checking account or money market account may be presented to us as an electronic withdrawal. This may occur if (a) the holder of your check converts it into an electronic fund transfer, or (b) if your check is returned by us, the holder may re-present it as an electronic fund transfer and charge a fee for the return. Your authorization of these electronic fund transfers may be in express form, or may be implied from posting a sign or deliver of a notice indicating the intent of the recipient of the check to present it electronically. It is the responsibility of the holder of the check, and is not our responsibility, to provide you with proper notice and to receive your authorization in these cases.

6. **Items Processing.** We may process checks and other items using systems that rely on the information encoded at the bottom of the items. As a result, we may not individually review or examine all of your items for signatures or endorsements, or to see if they were completed correctly. We process items in this manner because using an automated process helps us keep costs down for you and all deposit account holders. You understand and agree that we have exercised ordinary care when processing your items in this manner, even though we do not individually inspect all items that are processed.

7. **Stop Payments.** You may initiate a stop payment request on checks drawn on your deposit account that we have not paid. You may initiate a stop payment request by notifying us in person, by mail, by telephone, through online banking or by such other methods that we may make available to you from time to time. We may request that you confirm your stop payment in writing or by completing documents that we provide to you. The individual who

initiates the stop payment request does not need to be the individual who drew the check to which the stop payment applies. You may instruct us to release or cancel a stop payment order, even if you are not the person who initiated the stop payment request. For us to be able to enter a stop payment, you must tell us the exact amount of the check (dollars and cents), the check number, date of check, payee and the full deposit account number on which it is drawn. If the information you give us is not correct or if you do not give us other reasonable information requested about the check, we will not be responsible if we are not able to affect the stop payment. We also cannot be responsible if we are not able to identify the proper check because you have issued more than one check with the same check number. If you generate your own checks using a computer or in any other manner which does not produce a magnetically-encoded check number on the check, we will be unable to guarantee that your stop payment request will be honored. You therefore agree to indemnify and hold us harmless should we be unable to honor a stop payment order which you have timely and correctly placed on a check with no magnetically-encoded check number.

You must give us sufficient notice of your stop payment request so that we have a reasonable opportunity to act on your request. We may establish cut-off time requirements for receiving your stop payment request. Your stop payment request will only be considered effective once we have had a reasonable opportunity to verify that the check has not been paid. You may not request a stop payment if we have accepted or certified the check, paid the check in cash, made final payment on the check, or otherwise become accountable for the check under check clearinghouse rules, this Agreement, or Applicable Law.

If we re-credit your deposit account after paying a check over a valid and timely stop payment order, you agree to transfer to us all of your rights against the payee or other holder of the check and to assist us in any legal action taken against that person.

If you request a stop payment in one of our branches or over the telephone, and do not confirm the stop payment request in writing, the stop payment order is valid for fourteen (14) calendar days. If you confirm your stop payment request in writing, within that fourteen (14) day period, the stop payment order is valid for six (6) months. You may renew your stop payment order for an additional six (6) months by writing to us prior to the expiration of the existing stop payment. The fee for stopping payment is found in the Rates and Fees Schedule, as may be amended from time to time.

You are not permitted to place stop payment orders on cashier's checks, official checks, or money orders. If you lose a cashier's check, official check, or money order, or if such an item has been stolen or destroyed, we may require you to provide a declaration of loss and affidavit and to comply with other procedures that we may have before we re-issue the item. We may require that you wait ninety (90) calendar days before honoring your claim and we will not be liable to you if such an item is cashed prior to the expiration of the ninety (90) calendar day period.

8. **Stale-Dated and Post-Dated Checks.** If a check dated more than six months in the past (that is, a "stale-dated check") is presented for payment against your deposit account, we may pay the check and charge it to your deposit account. If a check dated in the future (that is, a "post–dated check") is presented for payment, we may pay the check and charge it to your deposit account even if it is presented for payment before its date. If you do not want us to pay a stale-dated or post-dated check you must place a stop payment order on it. You agree that we are not liable to you or any other party for any Losses that result from our paying either a stale-dated or post-dated check that you do not place a stop payment on.

9. **Check Legends and Restrictive Endorsements.** Legends or notations that you place on checks you draw on your deposit account, such as "not valid after 60 days" or "not valid over $1,000," are ineffective and will be processed by us without regard to such legends or notations. Similarly, any conditional or restrictive endorsements or other notations found on checks that

you deposit to your deposit account are ineffective and will be processed by us without regard to the endorsement or notation. We may pay checks with such legends, endorsements, or notations even if the restriction or other conditions have not been met. We are not liable to you or any other party for any Losses that result from the placement of these restrictions or other notations on your checks, or from our disregarding them. You agree that we may disregard all information on the check other than the identity of the drawee bank, the amount of the check and any other information encoded onto the check in magnetic ink in accordance with banking practices. We reserve the right to enforce any legends or restrictive endorsements that we or our service providers place on official checks that you purchase from or through us.

10. **Third Party Check Cashing.** From time to time, a person who is not our customer may visit our branch to cash a check that you have drawn on your deposit account. This exposes us to certain risks that are not present if the check is deposited at another financial institution and presented to us by that financial institution through the ordinary check collection process. As a result, you agree that we may impose certain additional security procedures and documentation requirements (such as, but not limited to, submitting one or more forms of identification, providing thumbprints or other personal identifiers, and/or using special teller lines). You also agree that we may charge a non-customer a fee prior to cashing a check drawn on your deposit account in these circumstances, unless doing so would be prohibited by Applicable Law. These measures may be done without notice to you. You agree that we will not be liable for wrongful dishonor for refusing to cash the check if the payee refuses or fails to pay the fee or comply with such reasonable security measures.

11. **Automatic Transfer Service.** You may establish an automatic transfer service with us to have funds transferred automatically from one of your deposit accounts with us to one or more other deposit accounts that you have with us, or to repay a loan that you have with us. Federal regulation places limits on the number of automated transfers you make from your savings and money market accounts.

    In most cases, we make transfers periodically on the days and for the amounts that you specify. If a scheduled transfer falls on a weekend or bank holiday, it may be made the next Business Day. You agree to maintain a sufficient available balance in the deposit account(s) from which transfers will be made. If you do not maintain a sufficient available balance in such deposit account(s), we may, in our sole discretion, complete the transfer of the amount requested, thereby creating an overdraft on the deposit account from which the transfer is made. You agree to repay us the amounts of such overdrafts and the amount of any Overdraft Fee(s) immediately. Alternatively, if you do not have enough available funds in your deposit account to complete the transfer, we may refuse to make the transfer at all or in the full amount requested and we reserve the right to immediately cancel this service. Otherwise, you may cancel this service by providing us with notice of your termination in writing. This will be effective no later than five (5) Business Days after our receipt of your termination request. In addition to our ability to terminate this service due to insufficient available funds, we may also terminate it for any or no reason by sending you written notice.

12. **Remotely Created Checks.** If you provide the Bank's routing and transit number and your deposit account number to a third party over the phone (for example, to a telemarketer) or via the Internet, you authorize us to debit from your deposit account the amount(s) of one or more Remotely Created Checks. Although we are authorized to honor such Remotely Created Checks, we are not obligated to do so and we may refuse to honor any such Remotely Created Checks in our sole discretion. We may return such Remotely Created Checks even if we have honored similar Remotely Created Checks in the past. You agree that we are not liable to you for any Losses that may result from either honoring or dishonoring any such Remotely Created Checks drawn on your deposit account.

13. **Wire Transfer Services.** We offer certain services that allow you to request a wire transfer of funds (each such transfer, a "Wire Transfer") to a third party (each a "Wire Transfer Beneficiary"). Wire Transfers are not Electronic Fund Transfers and are not governed by our Electronic Fund Transfers section of the Agreement. They are subject to and governed by Article 4A of the Uniform Commercial Code and Subpart B of Federal Reserve Regulation J. You agree that your Wire Transfer requests must be executed in accordance with (a) Article 4A of the Uniform Commercial Code ("Article 4A"), (b) Subpart B of Regulation J of the Board of Governors of the Federal Reserve System, and (c) the terms and conditions of any Wire Transfer agreement (a "Wire Transfer Agreement") that we may require you to execute at the time of the request. The terms and conditions contained in this section supplement the terms and conditions of our Wire Transfer Agreement to the extent that the two are not inconsistent. You acknowledge that Article 4A authorizes us to rely upon the numbers supplied by you to identify banks, Wire Transfer Beneficiaries and other parties to the Wire Transfer, even if those numbers disagree with the names of those parties. All Wire Transfers will be made according to our security procedure(s) as identified in our Wire Transfer Agreement. The security procedure(s) is/are intended to verify that an order is authorized. You understand that once your request for a Wire Transfer has been processed, the funds will have been permanently transferred to the named Wire Transfer Beneficiary and that a stop payment order will be impossible. You understand that the Bank handles Wire Transfer requests expeditiously, but that there is no guarantee that a request will be completed in any specific time period.

## (D) Electronic Fund Transfers

1. **Electronic Fund Transfer Services.** We offer a variety of services that allow you to deposit or withdraw funds from your deposit account through electronic terminals (such as a point of sale terminal or ATM), via telephone, through direct deposit or withdrawal orders, or through our online and mobile banking services. We refer to these services as "Electronic Fund Transfers" or "EFTs" in this Agreement. Our Business Days for purposes of this Electronic Fund Transfer section of the Agreement are Monday through Friday. Holidays are not included.

2. **Primary Account and Designated Accounts.** For purposes of EFTs on your deposit account, one of your checking accounts must be associated with your Card as the "Primary Account." Certain EFTs may only occur from your Primary Account, such as POS Transactions. If you close your Primary Account we will cease processing all Card transactions and your privileges to use the Card will be revoked. You may designate any of your checking, money market or savings accounts to have Card access for balance inquiries, balance transfers, cash withdrawals or deposit-taking functionality. We will refer to deposit accounts that you wish to have such services as "Designated Accounts" in this Agreement. Your Primary Account is also considered a Designated Account for purposes of this Agreement.

3. **We Own the Card.** When we provide you with a Card to access your Designated Account(s) with us, you understand that we own such Card(s) and that you may not transfer them to another person. You agree to return the Card to us immediately when we request that you do so. If this Agreement is terminated (either by you or by us), if you close your Primary Account and attempt to use the Card after the termination date, or if we suspect that there is fraud occurring on any of your Designated Accounts, your Card will be retained. You agree that we will not have liability to any joint deposit account owner if s/he requests a Card. We will not seek the permission of all joint deposit account owners before doing so. If we do, you agree to indemnify and hold us harmless from any Losses that may occur that in any way arise from our doing so.

**4. Types of EFTs.** You may initiate the following types of EFTs:

(a) ***Direct Deposits.*** You may make arrangements with third parties to have certain direct deposits of funds (such as your paycheck) into your checking, money market or savings accounts.

(b) ***Card Transactions.*** You may use your Card to:

1) Withdraw cash from your Designated Accounts at one of our ATMs, or any ATM displaying the NYCE network symbol, up to the daily limits disclosed below. You also have the right to request that we reduce this daily limit to $50, or some other amount that is acceptable to us.

2) Make deposits to your Designated Accounts at one of our ATMs that accepts deposits. You may not be able to make deposits at ATMs that we do not own or operate.

3) Use one of our ATMs to transfer funds between any of your Designated Accounts in the amounts and on the days that you request.

4) Use one of our ATMs to make payments from one of your Designated Accounts to loan or line of credit accounts that you have with us.

5) Make POS Transactions to purchase goods and/or services from any retail location where Mastercard debit cards are accepted if your Card is a debit card. If your Card is an ATM card you may, depending on the retail location, use it to make POS Transactions to purchase of goods and/or services from your Primary Account at retail locations displaying the Maestro and NYCE symbols. You may make these POS Transactions up to the daily limits disclosed below. If the retail location accepting your Card for purchases in this manner permits, you may also be able to receive "cash back," which is an amount added to the amount of your purchase that the retail location merchant will provide to you in cash. Your use of the Card to make POS Transactions as is discussed here is limited to your Primary Account.

6) Make preauthorized payments to third parties from your Primary Account in the amounts and on the days that you request.

7) Use any ATM to check the balance of your Designated Accounts.

Some of these transactions may not be available at all terminals or at all retail merchant locations.

(c) ***Pre-Authorized Withdrawals.*** You may make arrangements with third parties to have certain amounts automatically withdrawn from your checking, money market or savings accounts.

(d) ***Telephone Banking Transfers.*** You may call our Customer Information Center at 508.732.7072. Using a touch tone phone, your access code and PIN number, you may:

1) Make transfers between your checking, money market and savings accounts;

2) Make payments from your checking, money market and savings accounts to loans that you have with us;

3) Check the balances of your checking, money market and savings accounts; or

4) Check on transactions (deposits to or withdrawals from) your checking, money market and savings accounts.

(e) ***Online Banking and Mobile Banking Transfers.*** If you enroll in our online or mobile banking services, you may make transfers between deposit accounts and pay bills. Use of our online and mobile banking services is governed by a separate online and mobile banking agreement that will be provided to you when you enroll.

(f) ***Electronic Check Conversion.*** You may authorize a merchant or other payee to make a one-time electronic payment from your Primary Account using information from your check to pay for purchases or bills. It is the responsibility of the merchant or other payee to properly obtain your authorization to debit your deposit account via EFT for the amount of the check and any returned check fee that the merchant or other payee may impose. You agree that we are not responsible for ensuring that you have provided your authorization and that we are not responsible if the merchant or other payee did not provide you with proper notice that your deposit account would be debited via EFT in this manner.

**5. Limits on EFTs.** There are limits associated with your EFTs, including:

(a) ***Card Limits.*** Your Card has a daily dollar limit for both cash withdrawals and POS Transactions. These limits are:

| Type of Card | Cash Withdrawal Limit | POS Transaction Limit |
|---|---|---|
| ATM Mastercard® | $1,000 per day | None |
| Debit Mastercard® | $1,000 per day | $1,700 per day |
| Gold Debit Mastercard® | $1,200 per day | $3,200 per day |
| The Club Debit Mastercard® | $1,200 per day | $3,200 per day |
| Premier Banking Debit Mastercard® | $3,200 per day | $5,200 per day |

You also have the right to request that your daily cash withdrawal limit be decreased to $50 or another amount acceptable to us. Please call our Customer Information Center at 508.732.7072 if you would like to do so.

(b) ***Security Limits.*** From time to time we may for security reasons impose additional limits on the number or amounts of EFTs that you may perform.

**6. Documentation of EFT Transactions.** The following documents will be available to you regarding your EFTs:

(a) ***Terminal Transfers.*** You can get a receipt at the time you make a transfer to or from your deposit account using one of our ATMs or using a merchant's point-of-sale terminals. You may not receive a receipt if the transaction is for an amount of $15 or less.

(b) ***Direct Deposits.*** If you have arranged to have direct deposits made to your deposit account at least once every sixty (60) calendar days from the same person or company, you may call our Customer Information Center at 508.732.7072 to find out whether or not the deposit has been made.

(c) ***Periodic Statement.*** You will get a monthly deposit account statement from us for your checking, money market and savings accounts unless there are no EFTs in a particular month. In any case, you will get a statement at least quarterly.

(d) ***Telephone Banking.*** For transactions initiated using our telephone banking system, you will hear a confirmation of the amount that you entered and the deposit accounts to and from which you instructed us to transfer such amount. If you confirm the transaction, we will prompt you to verify the accuracy of the transaction information prior to completing the transfer. Transfers made through this service will appear on your periodic statement.

Any documentation that we provide to you that indicates that an EFT was made to another person shall be admissible as evidence of that transfer. You understand that such documentation shall constitute prima facie proof that such a transfer was made.

7. **Fees.** The fees that we charge for various types of EFTs are disclosed in our Rates and Fees Schedule.

8. **Surcharges.** Rockland Trust may charge you a fee to use another bank's ATM. Please refer to our Rates and Fees Schedule for the amount we may charge you. If you use your Card at an ATM not owned by us, you may also be charged a fee by the owner or operator of that ATM or any network used. This fee is often called a "Surcharge Fee." You may be charged a Surcharge Fee for a balance inquiry, even if you do not complete an EFT.

9. **Available Networks.** You may use your Card at any of our ATMs or any ATM or point-of-sale terminal displaying the Pulse, Cirrus, or NYCE symbols. If your Card is a debit card, you may use it anywhere Mastercard debit cards are accepted.

10. **Stopping Preauthorized Payments.**

    (a) ***Generally.*** The initiation of certain EFTs from your deposit account will, except as otherwise provided in this Agreement, eliminate your ability to stop payment. **Unless otherwise provided in this Agreement, you (the consumer) may not stop payment of Electronic Fund Transfers. Therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.**

    (b) ***Your Right to Stop Preauthorized Payments and the Procedure for Doing So.*** If you have told us in advance to make regular payment out of your deposit account, you can stop any of these payments. Here's how: Call our Customer Information Center at 508.732.7072 or write to us at Rockland Trust, ATTN: Deposit Services, 288 Union Street, Rockland, MA 02370 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Please refer to our Rates and Fees Schedule for the amount we will charge you for each stop payment order you give. If you order for us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your Losses or damages.

11. **Notice of Varying Amounts.** If the regular payments that you have told us to make in advance from your deposit account may vary in amount, the person you are going to pay will tell you ten (10) calendar days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

12. **Our Liability.** If we do not complete a transfer to or from your deposit account on time or in the correct amount according to our Agreement with you, we will be liable for your Losses or damages. However, there are some exceptions. We will not be liable, for instance:

    (a) If, through no fault of ours, you do not have enough money in your deposit account to make the transfer.

    (b) If the funds are subject to legal process or other encumbrances restricting the transfer.

    (c) If the transfer would go over the credit limit on your overdraft line (as applicable).

    (d) If the ATM where you are making the withdrawal does not have enough cash.

    (e) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

    (f) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

    (g) There may be other exceptions stated in our Agreement with you.

**IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

13. **Your Liability for Unauthorized EFTs.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You can lose no more than $50 if you fail to give us notice of your lost or stolen Card or PIN and they are used without your permission.

14. **Additional Limits ("Zero Liability") for Rockland Trust Debit Mastercard®.** You will not be liable for any unauthorized debit card transaction if:

    (a) You have exercised reasonable care in safeguarding your Rockland Trust Debit Mastercard from the risk of loss or theft; and

    (b) Upon becoming aware of the loss or theft of your Rockland Trust Debit Mastercard, you promptly notified us of the loss or theft.

    If either of these conditions is not met, your liability is the lesser of $50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us.

15. **Who to Contact in Event of Unauthorized Transfer.** If you believe your Card or PIN has been lost or stolen, call our Customer Information Center at 508.732.7072 weekdays 7:00 A.M to 8:00 P.M., Saturday 8:00 A.M. to 5:00 P.M. or Sunday 10:00 A.M. to 3:00 P.M. You may also write to us at the address in Section 23, below. You should also call or write to this address if you believe a transfer has been made using the information from your check without your permission.

16. **In Case of Errors or Questions About Your EFTs.** Call our Customer Information Center 508.732.7072 or write to us as soon as you can at the address provided in Section 23, below, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared.

    (a) Tell us your name and deposit account number (if any).

    (b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

    (c) Tell us the dollar amount of the suspected error.

    If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

    We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your deposit account within ten (10) Business Days for the amount that think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your deposit account.

    For errors involving new deposit accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new deposit accounts, we may take up to twenty (20) Business Days to credit your deposit account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

17. **Confidentiality.** We will disclose information to third parties about your deposit account or the EFTs that you make:

    (a) Where it is necessary for completing transfers;

    (b) In order to verify the existence and condition of your deposit account for a third party, such as a credit bureau or a merchant;

    (c) To a person authorized by law to have access to our records as part of his/her official duties;

    (d) To consumer reporting agencies (as defined by Applicable Law);

    (e) In order to comply with government agency or court orders, such as a lawful subpoena;

    (f) To our employees, auditors, attorneys and collection agencies in the course of their regular duties (for example: to service your deposit account relationship with us or to resolve a dispute or claim);

    (g) In accordance with our Privacy Policy; or

    (h) If you give us your written permission, such permission being effective for forty-five (45) calendar days.

    If an unauthorized disclose of information regarding your EFTs or deposit accounts occurs, we will provide you with notice as required by Applicable Law.

18. **Termination.** We reserve the right to terminate your use of EFT services for any reason, at any time. We will provide you with notice of such termination only to the extent required by Applicable Law. You also have the right to terminate your use of your Card, PIN or any other EFT service described in this Agreement. You may do so by calling our Customer Information Center at 508.732.7072, or by writing to us at the address found in Section 23, below.

    If you call, we may require that you put your request in writing within ten (10) calendar days after your call. You agree to return your Card to us if either you or we cancel your EFT services. If you do not return your Card, and you attempt to use it after your EFT services have been cancelled your Card may be retained. If you terminate your EFT services and have arranged preauthorized transfers involving third parties, you are responsible for informing them that the transfers will cease.

    Termination of your EFT services, either by you or by us, will have no effect on any of your rights or obligations under this Agreement which have arisen before the effective date of such termination, even if we allow any transaction to be completed with your Card and PIN after the termination of your EFT services.

19. **Debit Card is Not a Credit Card.** The debit card that we issue to you for use with your deposit accounts under this Agreement is NOT a credit card and cannot be used as a credit card. This is so even though the debit card may bear the Mastercard name and logo and even though you may be able to press a button that says "credit" at a point-of-sale terminal when making a POS Transaction. This means that we will not make cash or other forms of refund for any purchases of goods and/or services that you buy with your Card. You may not assert disputes that you have with a merchant or retailer (for example: if you believe that the goods or services were defective or not delivered as promised) against us. We are also not responsible or liable to you if a merchant or retail location refuses to honor your Card.

20. **International Transaction Assessment Fee.** If you withdraw cash from an ATM overseas that dispenses foreign currency or make a POS Transaction with your Rockland Trust Debit Mastercard® in a currency other than U.S. Dollars, the amount of these cash withdrawals and purchases will be converted into a U.S. Dollar amount. The Mastercard currency conversion

procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your deposit account. When a currency conversion occurs we will assess you an International Transaction Assessment Fee. Refer to the Personal Rates and Fee Schedule for more details. The International Transaction Assessment Fee will be charged even if no currency conversion takes place (for example: if the transaction occurs in a foreign country, but in U.S. Dollars).

21. **Use of Your Card in a Foreign Country.** We monitor your Designated Accounts for signs of potential fraud, which could include the use of a Card in a manner that is out of the ordinary. If you are planning on using a Card in a foreign country (for example: if you will be travelling abroad on business or vacation in a foreign country, or if you plan to use your Card to make an Internet purchase from a merchant or retailer located in a foreign country), please let us know in advance. Otherwise it is possible that the transactions you attempt to initiate with your Card may be delayed or declined.

22. **Illegal Use of Card Prohibited.** You may not use your Card for any illegal activity, including illegal gambling activity. Display of the Mastercard logo at a particular merchant does not mean that the transactions that may be done with that merchant are lawful in all cases or in all jurisdictions.

23. **Address.** The address that you should use to write to us to inform us of (a) your desire to stop payment on a preauthorized EFT, (b) unauthorized EFTs on your deposit accounts, (c) errors or questions regarding your EFTs or (d) your termination of EFT services is:

    ROCKLAND TRUST COMPANY
    CUSTOMER INFORMATION CENTER
    288 Union Street
    Rockland, MA 02370

## (E) Earning Interest and Paying Fees on Your Deposit Account

1. **Interest.** Some deposit accounts earn interest. You may obtain current rate information by calling our Customer Information Center at 508.732.7072. You may also obtain information regarding rates by visiting our website online anytime at RocklandTrust.com, or by asking one of our branch representatives. Specific information regarding our rates may be found in the Rates and Fees Schedule.

2. **Sub-Accounts.** Your checking accounts consist of two sub-accounts: a checking sub-account and a money market sub-account. We do this for regulatory and accounting purposes. It does not in any way affect the functioning of your checking account. We periodically review the activity in your checking account to determine the amounts needed to pay Debit Transactions on any given day, and credit the amount needed to pay such transactions to the checking sub-account for payment. Any funds in excess of this amount will be transferred to the money market sub-account. We may from time to time transfer balances between the sub-accounts as needed. However, your checking account statement will not reflect these internal transfers and your checking account will be considered a single account for statement purposes.

3. **Fees.** You agree to pay all fees that apply to your deposit account or the services described in or incorporated into this Agreement. If your deposit account is a joint deposit account, each deposit account owner is jointly and severally liable for all fees on the deposit account. All fees for your deposit account are disclosed in the Rates and Fees Schedule, the terms of which are incorporated into and are part of this Agreement. Fees may be deducted from your deposit account as incurred by you and without prior notice to you, and if there are not sufficient funds available in your deposit account to cover the fees that you owe us, we may overdraw your deposit account. However, we will not assess you an Overdraft Charge if the only reason your deposit account was overdrawn was because of the assessment of a bank fee. You agree to

repay us the amount of such overdrafts immediately. We will not be liable for dishonoring Debit Transactions because of insufficient available funds resulting from proper deduction of fees, and you agree to repay immediately all amounts that you owe us. We may, in our sole discretion, change the fees applicable to your deposit account. As may be required by Applicable Law, we will provide you with notice of any changes in our fees. Such notice will be sent to you at the address shown in our records. If your deposit account is closed (either by you or by us), you remain responsible for all fees incurred in connection with your deposit account.

## (F) Safeguarding Your Deposit Account

1. **Reviewing Your Deposit Account Statements.** You are in the best position to discover issues or problems with your deposit account, such as forged, unauthorized or missing signatures or endorsements, a material alteration, a missing or diverted deposit or any other error or discrepancy relating to a check, draft or other instrument for the payment of money, deposit or other credit or debit to your deposit account. Therefore, you must promptly and carefully examine your statements and images of cancelled checks that we make available to you. If you think that an unauthorized person has withdrawn funds from your deposit account, that one or more deposits are not reflected on your statements, or that there is any other type of error or discrepancy in your statements, you should notify us immediately and in no event later than thirty (30) calendar days (unless a longer period of time is required by Applicable Law) after we send you or otherwise make your deposit account statement available to you. If you do not provide us with notice within this time frame, you may have to share any Losses that may occur on the deposit account due to unauthorized signatures or alterations on your deposit account, or bear the Losses entirely (depending on whether or not we used ordinary care in processing the transaction or if our actions or inactions substantially contributed to the Losses). This could include subsequent Losses perpetrated by the same individual.

   Additionally, if you fail to report unauthorized transactions reflected on your statement (except for Electronic Fund Transfers) within sixty (60) calendar days following the closing date reflected on your statement, you will not be able to assert any claims for Losses against us for items on that statement, regardless of whether we exercised ordinary care. You understand that, as is discussed elsewhere in this Agreement, we use automated means to process your checks and other items and that we exercise ordinary care in paying your checks and other items in this manner. Your rights regarding Electronic Fund Transfers that you believe are unauthorized are discussed in the Electronic Fund Transfers portion of this Agreement.

2. **Safeguarding Your Checks.** To help protect your deposit account, you agree to use care in safeguarding unsigned checks on your deposit account against theft or misuse. If any of your checks are lost, missing, destroyed or otherwise unaccounted for you must notify us immediately.

3. **Change of Address.** We will rely on your address as it appears on our records for any and all communications we send to you unless you notify us in writing of a change of address and we have had a reasonable opportunity to act on such notice. Change of address notifications should be addressed to:

   Rockland Trust
   Attention: Deposit Services
   288 Union Street
   Rockland, MA 02370

   It is your responsibility to notify us of any changes in your address. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We have no liability to you if we change your address based on such information, even if the information provided by the U.S. Postal Service or its agent is incorrect.

4. **Recording and Monitoring Telephone Calls.** We may record or monitor telephone calls between you and us for training, customer service, and other purposes. We need not remind you of our recording or monitoring before each call unless required to do so by Applicable Law.

5. **Requests for New Documentation.** From time to time we may request additional information from you to protect your account and our systems from fraud or other problems. This information may include new sample signatures and other information that we must obtain under Applicable Law. You agree to assist us by promptly complying with any such request. You also agree to hold us harmless for refusing to pay or release funds or to take any other action relating to your deposit account where the refusal is based on your failure to provide the signatures or documentation requested by us from time to time.

## (G) Dispute Resolution By Binding Arbitration: Please Read Carefully Because This Affects Your Rights

1. Rockland Trust is committed to resolving disputes fairly. Most concerns can be quickly resolved by calling our Customer Information Center at 508.732.7072. In the unlikely event that a complaint is not resolved to your satisfaction, in order to resolve things in a cost-efficient manner both you and the Bank agree to take disputes regarding your deposit accounts to binding arbitration or small claims court.

   The arbitration provision below is intended to make arbitration convenient and inexpensive. Rockland Trust will bear all costs of arbitration unless an arbitrator determines that your claim was not made in good faith or is frivolous. As explained below, Rockland Trust will pay you a premium if you receive an arbitration award that is greater than the amount which we offered to pay you to settle a dispute. In arbitration you will be entitled to recover attorneys' fees to the same extent as you could in court and, in some circumstances, to a greater extent.

   Arbitration is more informal than a lawsuit and uses a neutral arbitrator, instead of a judge or jury, to make a final decision about who wins. The arbitrator can order that money be paid or other actions be taken. Any arbitration will take place on an individual basis. Class arbitrations and class actions are not permitted.

2. **YOUR RIGHT TO REJECT.** If you wish to reject the arbitration provision set forth below you may do so by sending a written notice, by mail, which clearly tells us you are doing so addressed to: General Counsel, Rockland Trust Company, 288 Union Street, Rockland Massachusetts 02370. A rejection notice is only effective if it is signed by all depositors who signed the signature card for your account and the postmark on the envelope is 30 days or less after the date you receive this deposit account Agreement. Rejecting the arbitration provision will not affect the status of your deposit relationship with us, any of your deposit accounts with Rockland Trust, or any other provision of this deposit account Agreement.

3. **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.

## (H) Other Legal Actions or Processes Affecting Your Deposit Account(s)

1. **Legal Process.** If legal action such as an attachment, garnishment, levy or other state or federal legal process is brought against your deposit account (individually and collectively, "Legal Dispute(s)"), we may refuse to allow any transactions or transfer from your deposit account until the Legal Dispute is released or we are notified by the proper persons or authorities that it has been resolved. You agree that we will not be liable to you for making a payment to any third party involved in a Legal Dispute even if such payment leaves insufficient available funds in your deposit account to cover any outstanding Debit Transactions on your deposit account. We will not contest a Legal Dispute on your behalf. We may take action we determine to be appropriate under the circumstances to comply with a Legal Dispute, even if the Legal Dispute purports to affect the interests of less than all of the owners of a joint deposit account. We will notify you whenever we are notified of a Legal Dispute, and place such restrictions on your deposit account, to the extent permitted by Applicable Law. Without prior notice to you, we may charge against or deduct from your deposit account, or otherwise bill you directly, an amount representing our Losses incurred in responding to or processing a Legal Dispute as permitted by Applicable Law. We may also assess and debit from your deposit account any applicable Attachment / Tax Levy Fee as set forth in the Rates and Fees Schedule that may be assessed as a result of the Legal Dispute in accordance with Applicable Law.

2. **Conflicting Claims Involving Your Deposit Account.** If we receive notice of an actual or potential claim from a third party regarding your deposit account, or if we believe that a conflict exists between deposit account owners and/or a party who has been appointed as an attorney-in-fact for a deposit account owner, or if there appears to be a controversy over

matters such as ownership of the deposit account or who has the authority to withdraw funds, we may:

(a) Continue to rely on this Agreement and your signature card or other documents and to process your deposit account in what we believe is good faith conformity with such Agreement, signature card(s) and other forms and documents;

(b) Honor the competing claim upon our receipt of evidence we deem satisfactory to justify the claim;

(c) Freeze all or part of the funds in your deposit account until the dispute is resolved to our reasonable satisfaction; or

(d) Close the deposit account and send a check for the balance remaining in the deposit account, payable to you or to you and each claimant, or to pay the funds into a court of appropriate jurisdiction for resolution.

Without prior notice to you, we may charge against or deduct from your deposit account, or otherwise bill you directly, an amount representing our Losses incurred in handling the conflicting claims on your deposit account as permitted by Applicable Law. We may also assess and debit from your deposit account any applicable fees set forth in the Rates and Fees Schedule that may be assessed as a result of the Dispute in accordance with Applicable Law.

3. **Documentation as Evidence.** If we go to court for any reason, whether the proceeding is instituted by you, us or some other third party, we may introduce into evidence a copy, printout, microfilm, microfiche or electronic version of any document evidencing a transaction under this Agreement and such copy, printout, microfilm, microfiche or electronic version shall be deemed as valid as the original document.

4. **Limited Liability.** Unless we acted in bad faith, we are not liable to you for delays, errors, or Losses that occur on your deposit account because of our performance (or failure to perform) services under this Agreement. In addition to that limitation, we are also not liable to you for mistakes or delays on your deposit account that are caused by circumstances beyond our control, such as acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment. **IN NO EVENT WILL YOU OR ANY PERSON ACTING ON YOUR BEHALF BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

5. **Indemnity.** You agree to indemnify and hold us, our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from and against any and all Losses arising from or in connection with the services provided under this Agreement, except for Losses due to our own gross negligence or willful misconduct. Additionally, you further agree to hold us, and our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from Losses arising out of actions taken or omitted in good faith by us in reliance upon instructions from you, an attorney-in-fact or Fiduciary, or any person acting on your behalf. We are not responsible for any actions or omissions by any third party that is not under our direct control.

6. **Our Expenses and Losses.** If we undertake any action(s) to collect debt or other amounts that you owe us under this Agreement, or if we defend ourselves in a lawsuit that you bring against us and we prevail in that action, you agree to reimburse us for our Losses to the fullest extent permitted by Applicable Law. We may deduct the amount of these Losses from your deposit account without notice to you.

7. **Your Instructions.** In our sole discretion, we may follow your instructions concerning your deposit account, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions) or by other means, and we may do so

without any liability to you. We reserve the right to refuse to follow any instructions that you give us that we believe may expose us to potential liability. We will not have any liability to you if we do not follow your instructions in these situations. If, however, we decide to follow your instructions in these situations, we reserve the right to ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

8. **Error Resolution for Our Reports of Your Deposit Account Performance.** If you maintain your deposit account in an unsatisfactory manner, you understand that we may report information about you and any other joint deposit account owners to a consumer reporting agency (including, but not limited to agencies that compile information regarding your deposit account performance with us and at other banks). If you think the information that we have furnished to consumer reporting agencies on your deposit account is not accurate please write to us at:

   Rockland Trust
   Attention: Deposit Services
   288 Union Street
   Rockland, MA 02370

   In order for us to investigate your dispute, you will need to provide us with the following information:

   (a) Your name, address, and telephone number;

   (b) The account number(s) for the deposit account(s) you are disputing;

   (c) A description of the specific information you are disputing and an explanation of the basis for your dispute; and

   (d) Copies of documents that support your dispute. These could include (but are not limited to): a copy of your consumer report showing the information that you are disputing, your deposit account statements, a court order, or (if applicable) a copy of a police report or fraud or identity theft affidavit.

   If you fail to provide us with the information listed above we will be unable to investigate your dispute. We will notify you of the results of our investigation within 30 days of receiving your dispute. We may take up to 45 days to investigate your dispute if, after providing us with your initial notice of dispute, you provide us with additional information that is relevant to our investigation. If our investigation finds that the information you are disputing was inaccurate, we will notify the consumer reporting agency of our determination and provide the consumer reporting agency with the information necessary to correct the inaccuracy.

   We will have no duty to investigate disputes that are substantially similar to a prior dispute that we have responded to, or that relate to your identifying information (such as your name, date of birth, Social Security number, telephone number or address), inquiries appearing on your consumer report, information from public records (such as judgments, liens, or bankruptcies, unless these matters related to your deposit account(s) with us), information related to fraud or active duty alerts on your report, or information provided to the consumer reporting agency from someone other than us. We will also have no duty to investigate your dispute if we reasonably believe it was submitted or prepared by (or if you submitted it on a form provided by) a credit repair organization. If we determine that we will not investigate your dispute for one of these (or some other) reasons we will notify you of that determination within 5 Business Days.

## (I) Miscellaneous Terms and Conditions

1. **Set-Off of Deposits in Your Deposit Account.** If you owe us money as a borrower, guarantor, judgment debtor or otherwise (including any obligation to a financial institution acquired by us) and that money is due, you grant us a security interest in your deposit account(s) with us and you also grant us the right to set-off the funds in any deposit account(s) you have with us to pay money owed to us (which may include, without limitation, charges and fees found in the Rates and Fees Schedule which are owed to us). You agree that we may exercise these

rights to the fullest extent permitted by Applicable Law and that these rights are different from, and in addition to all other rights we have under this Agreement or Applicable Law. You understand and agree that the security interest you have granted us by this Agreement is consensual and is in addition to any other right of set-off we may have in other agreements between you and us or that we may have under Applicable Law.

In the case of a joint deposit account, each joint owner agrees that we may use the money in his/her joint deposit account(s) to satisfy any of his/her individual obligations. This right exists regardless of who contributed the funds to the joint deposit account. Each joint deposit account owner also understands and agrees that we may also set-off funds in his/her individual deposit accounts to satisfy obligations on which s/he may be jointly and severally liable to us.

We may exercise our rights under this section without recourse to other collateral, if any, and even if our action causes you to lose interest, have checks or other Debit Transactions drawn on your deposit account returned unpaid, incur an early withdrawal penalty or any other consequence. If we exercise our right to set-off, we will notify you to the extent required by Applicable Law. Except to the extent prohibited by Applicable Law, we may set-off all of the funds in your joint deposit account. Our right of set-off and our security interest may not apply to your deposit account if: (a) the debt is created under the terms of a credit card agreement that you have with us for personal, family or household purposes; (b) your right to withdraw funds from the deposit account arises only in a representative capacity; (c) your deposit account is an IRA or other form of tax-deferred retirement account or (d) the right of set-off or the granting or exercise of a security interest in your deposit account is prohibited by Applicable Law. To the extent that any of the funds to be set-off are entitled to an exemption from execution, levy, attachment, garnishment, seizure or other legal or equitable process (such as, but not limited to, Social Security, Supplemental Security Income, Veterans or other federal or state benefits), then you agree, to the maximum extent allowed by Applicable Law, to hereby knowingly, affirmatively, and unequivocally waive such exemption.

2. **Assignment, Pledge or Transfer of Your Deposit Account.** As a general rule, your deposit accounts are not negotiable or transferable. We may, in our sole discretion and with our written consent, allow you to assign or pledge your checking, CD, money market and savings account(s). We may, as a condition of your assigning or pledging such deposit accounts, require that you complete certain documentation in a form that is satisfactory to us. We may allow you, in our sole discretion, to pledge some of your deposit accounts as collateral for loans made by us.
3. **Deposit Accounts Considered Dormant or Abandoned.** Your deposit accounts and deposits may be presumed dormant or abandoned after a certain period of time as determined by Applicable Law. We may classify deposit accounts that have been inactive for an extended period of time as dormant, and they may be subject to the Dormant Account Fee disclosed in the Rates and Fees Schedule. Standard service and maintenance fees may also be imposed on deposit accounts presumed to be dormant and/or abandoned. However, for security reasons, we may refuse a withdrawal or transfer from an account classified as dormant. Deposit accounts that are presumed to be abandoned will be escheated in accordance with Applicable Law. Once your funds have been escheated to the state we will have no responsibility or liability with respect to those funds.
4. **Disclosure of Information.** We respect your right of privacy. Information about your deposit account or any transactions between you and the Bank will not be disclosed to third parties except in accordance with Applicable Law and the Bank's Privacy Policy.
5. **Reporting of Deposit Account Performance.** We may report information about your deposit account to consumer reporting agencies. Overdrafts, items returned due to insufficient funds or other defaults under this Agreement may be reflected in consumer reports about you.

6. **Statements.** Depending on the type of deposit account and services you have, we may send or otherwise make available to you a periodic statement detailing activity on your deposit account. We may change the frequency of such statements without notice, unless we are required to notify you of such a change by Applicable Law. We will send you periodic statements electronically with your consent, in accordance with Applicable Law. You also have the right under Applicable Law to at any time withdraw your consent to receive your statements electronically. The manner in which you may withdraw your consent (and the consequences for doing so) is provided to you when you consented to receiving your statement and the Disclosures electronically. If you have any questions regarding how you may do so, please call our Customer Information Center at 508.732.7072.

   If your periodic statement is returned to us as undeliverable because you provided us with inadequate delivery instructions or otherwise did not notify us of a change in your address, or if you asked us to hold statements for you and you did not return to claim them, we will not re-send your deposit account statement. However, in these cases, you agree that for all purposes under this Agreement your statement shall be deemed available to you as of the statement date printed on your statement.

7. **Check Images and Copies.** We may provide you with images of your cancelled checks rather than the actual cancelled checks. We will retain a copy of your cancelled checks, and the originals will not be returned with your deposit account statements. The images will contain the check number, the amount of the check and the date of its payment as if the cancelled originals were provided to you. You agree that this information provides you with sufficient information to identify the checks that have been paid from your checking account or money market account. You understand and agree that after we have copied your cancelled checks we may, in our sole discretion and in compliance with Applicable Law, destroy the originals. Our retention of your cancelled checks will be done in accordance with Applicable Law. You agree that by maintaining the original (or substitute) check on your behalf, we have made it available to you in a reasonable manner. We will retain copies of your cancelled checks in accordance with Applicable Law. You may request copies of cancelled checks. If, for any reason, we cannot return a copy of your cancelled check, you agree that we will not be liable to you for more than the lesser of (a) the face amount of the check we were unable to locate, (b) your Losses, or (c) the amount required by Applicable Law if your request concerns a Substitute Check. We will not be liable to you for any incidental, special, or consequential damages of any kind.

8. **Waiver of Notice.** By signing the signature card, you waive any notice of non-payment, dishonor or protests regarding any items credited to or charged against your deposit account. For example, if a check that you deposited is dishonored and returned to the Bank, the Bank is not required to notify you of the dishonor.

9. **Notices.** Any notice that you give to the Bank is effective only once it is actually received. If you have been instructed to use a specific address for a certain type of notice, it must be received by the Bank at that address to be effective. Any notice that the Bank gives to you is effective when it is deposited in the United States Mail, postage prepaid, and addressed to you at the mailing address we have on file for you. If you have agreed to receive notices electronically, they are considered effective either when it is sent to you electronically or when we send you an e-mail informing you that you may view the notice online. As described elsewhere in this Agreement, all changes described in such notices are effective as provided in the notice, even if it is returned as undeliverable because you did not update us regarding a change in your address in accordance with this Agreement. Notice to any one owner of a deposit account is notice to all owners of that deposit account.

10. **Death or Incompetence.** We may continue to accept, pay or collect items until we know of the fact of death or incompetence of a deposit account owner. Even with such knowledge, we may, for ten (10) days after the date of death, pay Debit Transactions initiated or drawn on or before the date of death unless ordered to stop payment on such Debit Transactions in accordance with the terms of this Agreement.

11. **Copies.** We may provide you with copies of your statements, checks, drafts or other instruments for the payment of money, deposit slips, withdrawal slips and other deposit account records. We may also, at your request, conduct research on your deposit account.

12. **Wireless Telephone Numbers.** If you provide us with a telephone number that is assigned to a cellular telephone, or if the landline telephone number that you provide to us is subsequently "ported" to a cellular telephone, you understand and agree that we or our agents may call you at that telephone number (including through the use of an automatic telephone dialing system, or using an automated or prerecorded voice) for the purpose of servicing your deposit account or for collecting amounts due that you may owe to us. You understand that we or our agents may make such calls even if you will incur a charge to receive such calls or phone messages.

13. **Waiver.** We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to other customers, or to enforce any of our rights with respect to later transactions with you. Whether we enforce or waive our rights does not obligate us to enforce or waive similar rights in the future, nor will such waiver modify this Agreement.

14. **Severability.** If any provision(s) of this Agreement shall for any reason, including under any Applicable Law, be held to be invalid, illegal or unenforceable, that provision shall be interpreted so as to achieve, to the extent permitted by Applicable Law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which we are subject and that governs or affects the transactions contemplated by this Agreement, would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of our compliance with such statute, regulation or policy.

15. **Choice of Law.** Your deposit accounts with us are governed by Applicable Law (without reference to conflict of laws rules).

16. **Singular and Plural.** Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

17. **Section Headings.** The headings used in this Agreement are for convenience only. They do not limit or define your or our rights or obligations under this Agreement.

# Personal Accounts
# Glossary of Commonly Used Terms

**Account Disclosures** means our Privacy Policy, your periodic statement, and any other disclosures related to or governing your deposit accounts with us.

**Agreement** means this Personal Deposit Account Agreement, along with your Account Disclosures and the Rates and Fees Schedule, each as may be amended from time to time.

**Applicable Law** means federal laws and regulations and, to the extent not preempted, the laws and regulations of the Commonwealth of Massachusetts that govern the deposit accounts and deposit account services offered under the Agreement. For purposes of the "Dispute Resolution by Binding Arbitration" provision of this Agreement the term "Applicable Law" means the Federal Arbitration Act, which governs the interpretation and enforcement of that provision.

**ATM** means an automated teller machine.

**Beneficiary** means a party or parties that you intend to receive the funds held either in an unwritten or written trust deposit account that you hold with us.

**Business Day** means Monday through Friday. Federal holidays are not included. For determining when a deposit is received under our Funds Availability Policy, the end of a Business Day varies by branch location or delivery channel. However, it will be no earlier than 2:00 P.M. Eastern Time.

**Card** means the ATM card or debit card that we issued to you for use with your deposit accounts.

**Credit Transaction** means transactions that increase the balance of your deposit account. They include ATM deposits, teller deposits, direct deposits and credits that we make to your deposit account.

**Custodian** means a party that holds funds for the benefit of a minor under a deposit account opened with us under the Massachusetts Uniform Transfers to Minors Act.

**Debit Transaction** means transactions that decrease the balance of your deposit account. They include checks, POS Transactions, withdrawals (in-person, ATM, preauthorized and online), payments, fees, charges and other items.

**Designated Account** means the deposit account(s) that you link to your Card for purposes of balance inquiries, balance transfers, cash withdrawals or deposit-taking functionality.

**EFT** means the electronic movement of funds from your deposit account(s) with us. An EFT may be initiated through an ATM, a computer terminal, a point of sale terminal, through mobile or online banking, over the telephone or through pre-existing orders to automatically debit or credit your deposit account(s) with us.

**Facsimile Signature** means any method you use to imprint your signature on a check, withdrawal slip or other deposit account form. It could include signature stamps or plates, computer-generated symbols and signatures produced by electronic means.

**Fiduciary** means the party appointed by the Fiduciary Agreement to assist in the management of your deposit account(s) with us.

**Fiduciary Agreement** means a formal agreement or court document that appoints a Fiduciary to assist in the management of your deposit account(s) with us.

**Legal Dispute** means a legal action against you that results in an attachment, garnishment, levy or other legal process against your deposit account(s) with us.

**Losses** means any and all kinds of claims, fines, penalties, fees, costs, expenses and liabilities including (without limitation) attorneys' fees and litigation costs.

**Office of Foreign Asset Control (or "OFAC")** means the division of the United States Treasury Department that is responsible for administering and enforcing United States foreign policy economic and trade sanctions against foreign countries and regimes, terrorists, narcotics traffickers and those engaged in activities related to weapons of mass destruction or other threats to national security.

**Pending Authorization** Hold means a hold on the funds in your deposit account equal to the amount of ATM, POS, or other electronic transactions (such as online banking transfers; automatic transfers between your deposit accounts with us; telephone transfers; and wire transfers) that we have authorized for payment but that have not yet been presented to us for payment.

**PIN** means a personal identification number associated with your Card for use in initiating EFTs.

**POS Transaction** means a transaction that you make using your Card to purchase goods or services from a merchant or other retailer, including in-store transactions, telephone transactions and online transactions. POS Transactions will be debited from your Primary Account as an EFT.

**Primary Account** means the checking account that you associate with your Card for the purpose of initiating POS Transactions.

**Privacy Policy** means our policy and disclosure regarding the personally identifiable information that we collect about you, and who we may share it with.

**Rates and Fees Schedule** means the document that details the interest rates that you may earn and the fees that you may be assessed on your deposit accounts with us.

**Remotely Created Check** means a check created by a third party to whom you provided the routing and transit number appearing on the bottom of your checks, along with your deposit account number. Although a Remotely Created Check does not bear your signature, it purports to be drawn on your deposit account with your authorization.

**Returned Deposited Item** means a check or other deposit that is returned unpaid by the bank or other institution on which it is drawn.

**Substitute Check** means a paper reproduction of the original check that (a) contains an image of the front and back of the original check, (b) contains the MICR line of the check inclusive of all information present in the MICR line before the check was converted from its original form, (c) contains a legend indicating that it is a legal copy of the original check and (d) is otherwise compliant with the applicable requirements of industry processing standards and Applicable Law.

**Taxpayer Identification Number (or "TIN")** means the identification number used when filing your taxes and dealing with the Internal Revenue Service. For deposit accounts with us that are opened for personal, family or household purposes your TIN will most likely be the Social Security number issued to you by the Social Security Administration.

**Tenants in Common** means a form of deposit account ownership in which each depositor owns a proportional share of the amount of funds held in the deposit account. We currently do not offer deposit accounts that are held as tenants in common.

**Trustee** means the individual(s) who create either an unwritten or written trust agreement deposit account for the benefit of one or more Beneficiaries.

**Wire Transfer** means an electronic transfer of funds that you may make to a Wire Transfer Beneficiary. Wire Transfers are not EFTs.

**Wire Transfer Agreement** means the agreement that we may have you sign before you initiate a Wire Transfer.

**Wire Transfer Beneficiary** means the recipient of funds sent via Wire Transfer.

ROCKLAND TRUST

Where Each Relationship Matters®

# Rates and Fees Schedule for Personal Accounts

Effective October 14, 2025

This section provides you with information about the rates and fees associated with our deposit accounts. Please retain this Rates and Fees Schedule. If you have any questions regarding these documents, please call our Customer Information Center at **508.732.7072** (Monday through Friday, 7:00 A.M. to 8:00 P.M.; Saturday, 8:00 A.M. to 5:00 P.M.; Sunday, 10:00 A.M. to 3:00 P.M.), visit us online at **RocklandTrust.com**, or stop by one of our many convenient branch locations.

Your eligibility to open and maintain a deposit account with us is subject to the eligibility requirements and other terms and conditions set forth in the Agreement. Eligibility requirements set forth below for specific deposit accounts are in addition to, and not in replacement of, the general eligibility requirements in your Agreement with us.

# Pricing for the Deposit Accounts We Offer

RELATIONSHIP ACCOUNTS | **Rockland Complete Package**

## Rockland Complete Checking

| | |
|---|---|
| **Minimum Opening Deposit:** | $500 |
| **Monthly Maintenance Fee:** | **$25** |
| **Minimum Balance Required to Avoid Monthly Maintenance Fee:** | We will waive the monthly maintenance fee if you keep at least a combined $25,000 average daily balance in any of the following personal accounts: checking, savings, money market, non-IRA CDs and outstanding loan balances for home equity lines of credit and home equity loans (which includes our Express Mortgage product). |
| **Rate Information:** | Earns interest. |
| **Combining Balances:** | We calculate the combined balances in your eligible personal accounts as follows: We take the average daily balances in your checking, savings and money market accounts during the Rockland Complete Checking account statement period plus the eligible CD balances and outstanding home equity balances as of your statement date. The owner or co-owner of the Rockland Complete Checking account must also be an owner or co-owner on additional accounts for balances to be included for the Rockland Complete Checking account balance requirements. |

## Rockland Complete Money Market

| | |
|---|---|
| **Minimum Opening Deposit:** | $250 |
| **Monthly Maintenance Fee:** | NONE when combined with a Rockland Complete Checking account. Should you close your Rockland Complete Checking account, we will change your Rockland Complete Money Market account to a Money Market Savings account, subject to the current rates and fees associated with that account. |
| **Rate Information:** | Earns interest. |

## IMG Premier Checking

| | |
|---|---|
| **Eligibility:** | IMG Premier Checking is available to Rockland Trust customers with $1,000,000 or more invested with Rockland Trust's Investment Management Group (IMG) and who will maintain this balance for at least 12 months. |
| **Minimum Opening Deposit:** | $25 |
| **Monthly Maintenance Fee:** | NONE. Should you close your Rockland Trust Investment account, we will change your IMG Premier Checking account to a Rockland Complete Checking account, or similar product type, subject to the current rates and fees associated with that account. |
| **Rate Information:** | Earns interest. |

## IMG Premier Savings

| | |
|---|---|
| **Eligibility:** | IMG Premier Savings is available to Rockland Trust customers with $1,000,000 or more invested with Rockland Trust's Investment Management Group (IMG) and who will maintain this balance for at least 12 months. |
| **Minimum Opening Deposit:** | $25 |
| **Monthly Maintenance Fee:** | NONE. Should you close your Rockland Trust Investment account, we will change your IMG Premier Savings account to a Free Savings account, or similar product type, subject to the current rates and fees associated with that account. |
| **Rate Information:** | Earns interest. |

## IMG Premier Money Market

| | |
|---|---|
| **Eligibility:** | IMG Premier Money Market is available to Rockland Trust customers with $1,000,000 or more invested with Rockland Trust's Investment Management Group (IMG) and who will maintain this balance for at least 12 months. |
| **Minimum Opening Deposit:** | $25 |
| **Monthly Maintenance Fee:** | NONE. Should you close your Rockland Trust Investment account, we will change your IMG Premier Money Market account to a Money Market Savings account, or similar product type, subject to the current rates and fees associated with that account. |
| **Rate Information:** | Earns interest. |

## CHECKING ACCOUNTS

### Free Checking

| | |
|---|---|
| **Minimum Opening Deposit:** | $25 |
| **Monthly Maintenance Fee:** | NONE |
| **Rate Information:** | Does not earn interest. |

### Free Student Checking

| | |
|---|---|
| **Eligibility:** | You must be a full or part-time student between the ages of 16 and 24. Effective on your 25th birthday, your account will be converted to a similar product type. |
| **Minimum Opening Deposit:** | $10 |
| **Monthly Maintenance Fee:** | NONE |
| **Rate Information:** | Does not earn interest. |

### Youth Checking

| | |
|---|---|
| **Eligibility:** | You must be age 18 or younger to open the Youth Checking account. You may have only one Youth Checking account. Effective on your 19th birthday, your account will be converted to a similar product type. If you are a full or part-time student at age 19, you may be eligible for our Free Student Checking account. |
| **Minimum Opening Deposit:** | $25 |
| **Monthly Maintenance Fee:** | NONE |
| **Rate Information:** | Earns interest. |

### 65 Classic Checking

| | |
|---|---|
| **Eligibility:** | You must be 65 or older to open the 65 Classic Checking account. You may have only one 65 Classic Checking account. |
| **Minimum Opening Deposit:** | $25 |
| **Monthly Maintenance Fee:** | NONE |
| **Rate Information:** | Earns interest. |

## Advantage Checking

| | |
|---|---|
| **Minimum Opening Deposit:** | $25 |
| **Monthly Maintenance Fee:** | **$10** |
| **Minimum Balance Required to Avoid Monthly Maintenance Fee:** | The monthly maintenance fee will be assessed if the daily balance in your Advantage Checking account falls below $2,000 on any day of the statement period. |
| **Rate Information:** | Earns interest. |

## Workplace Interest Checking

| | |
|---|---|
| **Eligibility:** | To open this account, you (a) must be an active employee of a participating business, commercial, or municipal customer of Rockland Trust. If employment ceases (termination, resignation, etc.), the account will be converted within 30 business days to a similar product type, with all applicable requirements and fees. Rockland Trust reserves the right to verify employment status at any time (b) must have your pay direct deposited into your Workplace Interest Checking account. Otherwise, we reserve the right to convert your account to a similar product type, with all applicable requirements and fees. |
| **Minimum Opening Deposit:** | $25 |
| **Monthly Maintenance Fee:** | NONE |
| **Rate Information:** | Earns interest. |

## Renew Checking

| | |
|---|---|
| **Eligibility:** | If you overdraw your Renew Checking account within 12 months of account opening we may close your account and mail you a check for the account balance. If your Renew Checking account is closed in this manner you will be ineligible to open another checking account with us. If you do not overdraw your Renew Checking account within 12 months of account opening, you may apply for another deposit account subject to normal qualification requirements. |
| **Minimum Opening Deposit:** | $25 |
| **Monthly Maintenance Fee:** | **$10** |
| **Rate Information:** | Does not earn interest. |

## Money Market Savings

| | |
|---|---|
| **Minimum Opening Deposit:** | $25 |
| **Monthly Maintenance Fee:** | **$8** |
| **Minimum Balance Required to Avoid Monthly Maintenance Fee:** | The monthly maintenance fee will be assessed if the daily balance in your Money Market Savings account falls below $2,500 on any day of the statement period. |
| **Rate Information:** | Earns interest. |

## Free Savings

| | |
|---|---|
| **Minimum Opening Deposit:** | $10 |
| **Monthly Maintenance Fee:** | NONE |
| **Rate Information:** | Earns interest. |

## Youth Savings

| | |
|---|---|
| **Eligibility:** | You must be age 18 or younger to open the Youth Savings account. You may have only one Youth Savings account. Effective on your 19th birthday, your account will be converted to a similar product type. |
| **Minimum Opening Deposit:** | $25 |
| **Monthly Maintenance Fee:** | NONE |
| **Rate Information:** | Earns interest. |

## 65 Classic Savings

| | |
|---|---|
| **Eligibility:** | You must be 65 or older to open the 65 Classic Savings account. You may have only one 65 Classic Savings account. |
| **Minimum Opening Deposit:** | $25 |
| **Monthly Maintenance Fee:** | NONE |
| **Rate Information:** | Earns interest. |

## Savings Makes Cent$

| | |
|---|---|
| **Eligibility:** | You must be age 13 or under to open a Savings Makes Cent$ account. Effective on your 14th birthday, your account will be converted to a similar product type. |
| **Minimum Opening Deposit:** | $10 |
| **Monthly Maintenance Fee:** | NONE |
| **Rate Information:** | Earns interest. |

# Other Miscellaneous Fees and Charges

The fees listed below apply regardless of the balance in your deposit account, except as noted. All fees will be assessed to your deposit account on the day they occur.

## STANDARD SERVICES FEES

| | |
|---|---|
| **ATM Balance Inquiries or Transfers at Non-Rockland Trust ATMs**<br>*Does not apply to Rockland Complete Checking, Rockland Complete Money Market, Free Student Checking, Advantage Checking, IMG Premier Checking, IMG Premier Savings, and IMG Premier Money Market accounts.* | $1.75 |
| **ATM/Debit Card Replacement Fee** | $10.00 |
| **ATM Fee for Withdrawals at Non-Rockland Trust ATMs**<br>*Does not apply to Rockland Complete Checking, Rockland Complete Money Market, Free Student Checking, Advantage Checking, IMG Premier Checking, IMG Premier Savings, and IMG Premier Money Market accounts.* | $2.00 |
| **Attachment/Tax Levy Fee** | $125.00 |
| **Check Orders and Check Accessories Fee** | Fee Varies[1,2] |
| **Dormant Account Fee** | $5.00 per statement period[3] |
| **Escheatment Fee** | $50.00 |
| **International Transaction Assessment Fee (ITA Fee)**<br>*For ATM and/or POS transactions in a foreign currency or with a foreign merchant.* | 3% of U.S. Dollar Amount of Transaction at Settlement |
| **Money Order (Registered Check)** | $5.00[4] |
| **Negative Balance Fee**<br>*Charged on 5th consecutive business day your deposit account balance is negative.* | $35.00[5] |

**Overdraft Charges**

We make deposits to your deposit account available for your withdrawal in accordance with our Funds Availability Policy. However, the credit that we give you for your deposits (other than cash) is provisional until we finally receive the funds from the institution on which the deposited item was drawn. As a result, the collected balance in your deposit account may be less than the available balance in your deposit account.

When the available balance in your deposit account is not sufficient to pay a Debit Transaction (which includes a check, in-person withdrawal, ATM withdrawal, or other electronic means of debiting funds from your deposit account) presented for payment from that deposit account we may either pay the Debit Transaction (and create an overdraft on your deposit account) or we may return the Debit Transaction unpaid due to insufficient funds. If we pay the Debit Transaction, we may assess you an Overdraft Charge in the amount(s) described below:

| | |
|---|---|
| **Overdraft Charge**<br>*We will not assess an Overdraft Charge if a transaction we pay causes your account balance to be overdrawn by $20.00 or less. In addition, we will not assess an Overdraft Charge for any transactions or purchases of $5.00 or less. A maximum of three Overdraft Charges may be charged to an account per business day.* | $35.00 per item[6] |

Please note that, as is discussed in greater detail in our Agreement, each business day we organize the Debit Transactions presented for payment against your deposit account into certain payment categories, and within those payment categories into certain subcategories based on transaction type. The order in which Debit Transactions are received, organized and processed by us may affect the total amount of Overdraft Charges.

| | |
|---|---|
| **Overdraft Protection Line of Credit Annual Fee** | $35.00[4] |
| **Special Shipping for Replacement Cards** *(Overnight Delivery)* | Fee Varies |
| **Stop Payment Charge** | $35.00[4] |
| **Treasurer's Check Charge** | $8.00[4] |
| **Wire Transfer Fee** | |
| Incoming Domestic in U.S. Currency | $12.00[4] |
| Outgoing Domestic in U.S. Currency | $30.00[4] |
| Incoming International in U.S. Currency | $12.00[4] |
| Outgoing International in U.S. Currency | $40.00[4] |
| Outgoing International in Foreign Currency | $10.00[4] |

## SPECIAL SERVICES FEES

| | |
|---|---|
| **Check Collection** | |
| Domestic — Standard | $25.00 |
| Foreign — Standard | $40.00 |
| Foreign — Provisional | $25.00 |
| **Collection of Securities** | $55.00 |
| **Confirmation Fee** | $15.00 |
| **Foreign Currency** | |
| Standard Fee (Purchase or Redeem) | $5.00[7] |
| Delivery Fee | $12.00 |
| Small Order Fee (Under $250) | $10.00 |

## Notes Regarding Standard and Special Service Fees

[1] Rockland Complete Checking account, IMG Premier Checking account, IMG Premier Money Market account and a deposit account that you have elected for coverage under the Massachusetts "18/65 Law" receive free Rockland Trust standard-style checks. Rockland Complete Checking account, IMG Premier Checking account, and IMG Premier Money Market account receive a $15 credit towards alternate design check orders.

[2] Advantage Checking and Money Market Savings customers receive an initial order of Rockland Trust standard-style checks free.

[3] The Dormant Account Fee will be assessed on deposit accounts that (a) have had no activity (other than the accrual and crediting of interest, if the deposit account is interest bearing) for one (1) year and (b) have a daily balance less than $500 on the final day of the statement period on which the Dormant Account Fee will be assessed. This fee will be waived on our Free Savings, Youth Savings, 65 Classic Savings, IMG Premier Checking, IMG Premier Savings, IMG Premier Money Market, and Savings Makes Cent$ accounts.

[4] This fee will be waived for Rockland Complete Checking, Rockland Complete Money Market, IMG Premier Checking, IMG Premier Savings, and IMG Premier Money Market accounts.

[5] This fee will be waived for a deposit account that you have elected for coverage under the Massachusetts "18/65 Law."

[6] This charge is reduced to $5.00 for deposit accounts that you have elected for coverage under the Massachusetts "18/65 Law."

[7] This fee will be waived for IMG Premier Checking, IMG Premier Savings, and IMG Premier Money Market accounts.

ROCKLAND TRUST

Where Each Relationship Matters®

# Privacy Notice

Effective August 1, 2025

# Privacy Notice

| FACTS | WHAT DOES ROCKLAND TRUST DO WITH YOUR PERSONAL INFORMATION? |
|---|---|
| **Why?** | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
| **What?** | The types of personal information we collect and share depend on the product or service you have with us. This information can include:<br>• Social Security number and income<br>• Account balances and transaction history<br>• Payment history and credit scores |
| **How?** | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons that Rockland Trust chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does Rockland Trust share? | Can you limit this sharing? |
|---|---|---|
| **For our everyday business purposes —** such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| **For our marketing purposes —** to offer our products and services to you | Yes | Yes |
| **For joint marketing with other financial companies** | Yes | No |
| **For our affiliates' everyday business purposes —** information about your transactions and experiences | Yes | Yes |
| **For our affiliates' everyday business purposes —** information about your creditworthiness | Yes | Yes |
| **For our affiliates to market to you** | Yes | Yes |
| **For nonaffiliates to market to you** | No | We don't share |

| | |
|---|---|
| **To limit our sharing** | • Call **508.732.7072**<br>• Mail the form below<br>**Please note:**<br>If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing. |
| **Questions?** | Call **508.732.7072** or go to **RocklandTrust.com** |

**Mail-in form to limit sharing of your information**

**Mark any/all you want to limit:**

☐ Do not market Rockland Trust products and services to me.

☐ Do not share information about my transactions, experiences or creditworthiness with your affiliates for their everyday business purposes.

☐ Do not allow your affiliates to use my personal information to market to me.

| | |
|---|---|
| **Name** | |
| **Address** | |
| **City, State, ZIP** | |

**Mail to:** Rockland Trust Company Marketing Dept., 288 Union Street, Rockland, MA 02370

| Who We Are | |
|---|---|
| **Who is providing this notice?** | Rockland Trust Company, including its affiliates as listed below. |

| What We Do | |
|---|---|
| **How does Rockland Trust protect my personal information?** | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We maintain physical, electronic and procedural safeguards to guard personal information. |
| **How does Rockland Trust collect my personal information?** | We collect your personal information, for example, when you<br>• open an account or make deposits or withdrawals<br>• apply for a loan or apply for insurance<br>• seek advice about your investments<br>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |
| **Why can't I limit all sharing?** | Federal law gives you the right to limit only<br>• sharing for affiliates' everyday business purposes — information about your creditworthiness<br>• affiliates from using your information to market to you<br>• sharing for nonaffiliates to market to you<br>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state laws. |
| **What happens when I limit sharing for an account I hold jointly with someone else?** | In that case, your choice will apply to everyone on your account — unless you tell us otherwise. |

| Definitions | |
|---|---|
| **Affiliates** | Our affiliates include those companies that control, are controlled by, or are under common control with Independent Bank Corp or Rockland Trust Company. They can be financial or non-financial companies. |
| **Nonaffiliates** | Companies not related by common ownership or control. They can be financial and nonfinancial companies.<br>• *Rockland Trust does not share with nonaffiliates so they can market to you.* |
| **Joint marketing** | A formal agreement between nonaffiliated financial companies that together market financial products or services to you.<br>• *Our joint marketing partners include the credit card company that provides our jointly branded card.* |

| Other Important Information |
|---|
| **Vermont residents:** We will automatically limit the disclosure of your confidential information within and outside of Rockland Trust in accordance with Vermont law. |

ROCKLAND TRUST

Where Each Relationship Matters®

ROCKLAND TRUST

Where Each Relationship Matters®

288 Union Street
Rockland, MA 02370

508.732.7072
RocklandTrust.com

Member FDIC