

ROCKLAND TRUST

Rockland Trust Tax Payments Service Agreement

This AGREEMENT is between Rockland Trust Company, hereinafter referred to as BANK, and _____ (NAME OF SUBSCRIBER), hereinafter referred to as SUBSCRIBER. Whereas, Bank has developed certain proprietary systems and procedures for the electronic processing of federal tax deposits and for certain state tax deposits listed in addendum A (if applicable), and provides a tax depositing service, all of which are subject to addition, deletion, or modification at the sole discretion of BANK, Whereas, SUBSCRIBER wishes that Bank act as its agent in the preparation and filing of Federal tax deposits on the due dates entered by SUBSCRIBER and certain state deposits as described in addendum A, Therefore, SUBSCRIBER agrees to abide by the terms and conditions set forth in this AGREEMENT as follows:

1. SUBSCRIBER will furnish bank with complete and accurate master file information as required to file tax deposits with the appropriate agencies.
2. SUBSCRIBER will cause the transmission of data to BANK to be complete, accurate, and timely.
3. SUBSCRIBER acknowledges that all services rendered by BANK under the terms of this AGREEMENT are based solely upon the information furnished by SUBSCRIBER. Therefore, SUBSCRIBER promises to indemnify and hold BANK harmless from any claim against SUBSCRIBER, including reasonable attorney's fees, arising out of the use of information furnished by SUBSCRIBER. The total liability of BANK is limited to the correction of any error due to the negligence by BANK. BANK will only pay any agency charged penalty and interest that arises solely from the negligence of BANK.
4. This service does not relieve SUBSCRIBER of any duty imposed on SUBSCRIBER by law to maintain records or from verifying and if necessary immediately correcting in writing all data received from BANK relative to the service provided by BANK.
5. SUBSCRIBER shall open and maintain a business checking account with BANK and maintain sufficient funds to cover all tax deposits and fees, if any, charged by BANK for services rendered. Failure to maintain sufficient funds in said account will relieve BANK from any obligation to make deposits, even if requested to do so.
6. BANK will operate the service seven days a week, 365 days a year, with a daily cut-off time of 4:00 P.M. for same day processing and from 4:00 P.M. to 12:00 P.M. for next day processing, except for weekends and banking holidays. BANK will process all transactions received during these hours on the specified day, except when prevented from doing so due to strikes, telephone failure, ISP failure, equipment or electrical failure or any other condition beyond the reasonable control of BANK. Interruption of the service for any reason listed above or for any other reason shall not relieve SUBSCRIBER from the obligation to make the required tax deposits.
7. BANK will debit SUBSCRIBER account on the day of the transmission of data or on the next business day. Funds received by BANK shall be held as a deposit liability of BANK for SUBSCRIBER until such a time as said funds are due and paid to the appropriate taxing agency. SUBSCRIBER is not entitled to interest on funds held and BANK may invest said funds solely for BANK'S benefit. SUBSCRIBER may recover said funds if BANK is given written notice in sufficient time before said funds are paid to the taxing agencies.
8. SUBSCRIBER agrees that all tax deposits for 941, 943 and 945 tax types will be made through BANK. If SUBSCRIBER elects to make a tax deposit by any means other than through BANK, BANK will not be liable for any penalty and/or interest charges arising from an error in due date for all deposits made within the period in which the non-BANK deposit was made.
9. SUBSCRIBER agrees to keep confidential the access code and password issued to SUBSCRIBER and that only SUBSCRIBER will use said codes.
10. BANK may terminate the service at any time with 30 days prior written notice. Termination shall not relieve the BANK of its obligations prior to the effective date of termination.
11. BANK and First Data Government Solutions Tax Service liability to subscriber is limited to correcting any error made by First Data Government Solutions Tax Service and payment of any penalty incurred by subscriber. Except as set forth above, the sole and exclusive remedy, at law or in equity, for First Data Government Solutions Tax Services liability of any kind is limited to money damages in an amount not to exceed the total amount paid by BANK and/or SUBSCRIBER to First Data Government Solutions Tax Service for fees during the twelve (12) months preceding the event giving rise to the liability. Neither BANK nor First Data Government Solutions Tax Service are liable for any special, incidental, or consequential damages. SUBSCRIBER acknowledges that the Tax Payments service would not be available or would be available at substantially increased rates without the liability and remedy limitations set forth in this Agreement.
12. This agreement is governed by the laws of the Commonwealth of Massachusetts.

Electronic Federal Tax Payment System:

1. SUBSCRIBER acknowledges that BANK will Electronically Enroll SUBSCRIBER in the Electronic Federal Tax Payment System (EFTPS), if SUBSCRIBER indicates intent to pay Federal tax payments to EFTPS. Electronic Enrollment will allow BANK to process SUBSCRIBER'S tax payments in compliance with EFTPS for BANK'S Tax Payment System only. If SUBSCRIBER chooses to pay Federal taxes by any other means, those payments may not be EFTPS compliant. **Initial ()**
2. SUBSCRIBER acknowledges that all Federal tax deposits must be initiated at least two business days before due date according to EFTPS regulations, or deposits may be subject to IRS penalties. **Initial ()**

Date: _____

Subscriber Name: _____

Authorized Signer: _____

Title: _____