Exhibit 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is entered into as of the date of the last signature below, by and between as defined herein, (a) the Settlement Class Representative,[1] on behalf of himself and the Settlement Class, and (b) The Bank of Canton. As set forth herein, this Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted against The Bank of Canton in the action captioned *Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.), which was designated as part of the multi-district litigation proceeding captioned *In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB, pending in the U.S. District Court for the District of Massachusetts.

RECITALS

WHEREAS, on November 9, 2023, the Settlement Class Representative named The Bank of Canton as a defendant in a putative class action captioned *Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.) ("*Gilmore*");

WHEREAS, on November 13, 2023, this Court designated *Gilmore* as part of the multi-district litigation proceeding captioned *In re: MOVEit Customer Data Security Breach Litigation*, MDL No. 1:23-md-03083-ADB;

WHEREAS, on January 19, 2024, the Court appointed Co-Lead Counsel (defined below as Class Counsel) and authorized them to litigate all pre-trial proceedings and to conduct settlement negotiations on behalf of plaintiff and absent putative class members that now comprise the Settlement Class;

WHEREAS, Class Counsel and The Bank of Canton's Counsel are experienced litigators in the data breach field;

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[1] All capitalized terms are defined in Section 1 below.

WHEREAS, in April 2024, the Parties finalized an agreement in principle, subject to the negotiation and execution of mutually agreeable settlement documents, regarding the material terms of a settlement, which if approved by the Court, will resolve all claims against The Bank of Canton in the Litigation on a class basis;

WHEREAS, The Bank of Canton customers whose information might have been impacted by the MOVEit Security Incident were previously offered complimentary access to twenty-four (24) months of identity monitoring services through Kroll Credit Monitoring Services;

WHEREAS, the Parties have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Litigation, the Settlement Class Representative and Class Counsel believe that the claims asserted in the Litigation have merit, and The Bank of Canton denies all claims asserted in the Litigation;

WHEREAS, the Parties recognize the expense and length of proceedings that would be required to continue the Litigation through further motions practice, discovery, trial, and any possible appeals;

WHEREAS, the Parties have taken into account the uncertainty and risk of the outcome of further litigation, and the expense, difficulties, and delays inherent in such litigation;

WHEREAS, the Parties are aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Litigation and the defenses thereto;

WHEREAS, based upon their investigation and assessment, the Parties have determined that the settlement set forth in this Agreement is in their respective interests at this time and that the Agreement is fair, reasonable, and adequate;

WHEREAS, the Parties now desire to resolve all claims of the Settlement Class Representative and Settlement Class Members that are asserted, that could have been asserted, or that could be asserted against The Bank of Canton in the Litigation; and

WHEREAS, the Parties wish to enter into a compromise and settlement to avoid the uncertainty and expense of litigation and to achieve a fair and reasonable resolution of the Litigation without any admission of liability;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties stipulate and agree that the Litigation be settled, compromised, and dismissed on the merits and with prejudice with respect to The Bank of Canton, subject to Court approval, as required by Fed. R. Civ. P. 23, on the following terms and conditions:

AGREEMENT

1. Definitions.

As used in all parts of this Agreement, including the recitals above and the exhibits attached hereto, the following terms have the meanings specified below:

1.1 "**Agreement**" or "**Settlement**" means this Class Action Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of this Litigation and which is subject to approval by the Court.

1.2 "**Approved Claim**" means a Claim Form that was timely submitted by a Settlement Class Member and approved by the Settlement Administrator.

1.3 "**Claim Form**" means the form(s) contemplated by this Agreement that Settlement Class Members must submit to be eligible for a Settlement Payment under the terms of the Settlement, the form of which is attached hereto as Exhibit E.

1.4 "**Claims Deadline**" means the date ninety (90) days after the Notice Deadline (or such other date as may be set by the Court or agreed upon by the Parties), by which date Claim Forms must be submitted electronically or postmarked.[2]

1.5 "**Claims Period**" means the ninety (90) day period following the Notice Deadline (or such other period as may be set by the Court or agreed upon by the Parties), during which Settlement Members may submit a Claim Form.

1.6 "**Class Counsel**" means E. Michelle Drake of Berger Montague, PC, Gary F. Lynch of Lynch Carpenter, LLP, Douglas J. McNamara of Cohen Milstein Sellers & Toll PLLC, Karen H. Riebel of Lockridge Grindal Nauen PLLP, Charles E. Schaffer of Levin Sedran & Berman LLP, and Kristen A. Johnson of Hagens Berman Sobol Shapiro LLP, and those working at their direction for purposes of negotiating and executing this Settlement.

1.7 "**Class Counsel Attorneys' Fees and Expenses Award**" means a payment to Class Counsel, awarded at the Court's discretion, for attorneys' fees and/or expenses, made pursuant and subject to the provisions of Section 6.2 of this Agreement.

1.8 "**Class List**" means a list including the full name and address and/or email address (if known) of each Settlement Class Member known to The Bank of Canton as of the Notice Deadline.

1.9 "**Costs of Notice and Administration**" means all reasonable costs and expenses of the Settlement Administrator associated with or arising from the implementation and administration of the Settlement, including, without limitation, all costs and

[2] All time periods provided by this Agreement are stated in calendar days, not business days, unless otherwise specifically indicated.

expenses of the notice program, processing of claim forms, and the distribution of the proceeds of the Settlement.

1.10 "**Court**" means Judge Allison Burroughs of the U.S. District Court for the District of Massachusetts (or such other judge to whom the Litigation may be assigned in the future).

1.11 "**Defendant**" means The Bank of Canton.

1.12 "**Defendant Released Parties**" means The Bank of Canton and any of its current, former, or future owners, parents, subsidiaries, divisions, affiliated entities, predecessors, successors, assigns, directors, officers, shareholders, employees, servants, representatives, principals, agents, contractors, vendors, insurers, reinsurers, and attorneys. For the avoidance of doubt, the term Defendant Released Parties does not include Progress Software Corporation or Fiserv, Inc., and Settlement Class Members are not releasing any claims against Progress Software Corporation or Fiserv, Inc.

1.13 "**Effective Date**" means the first date by which all of the following have occurred:

a. The Parties have executed this Agreement;

b. The Court has entered the Final Approval Order and the Judgment, without material changes to the Parties' proposed Final Approval Order or the proposed Judgment; and

c. Either (i) the time to appeal or petition for rehearing or other review of the Final Approval Order and/or Judgment has expired, or (ii) the Final Approval Order is affirmed on appeal, rehearing, or other review without material change, no other appeal or petition for rehearing or other review (including a petition for a writ of certiorari) is pending, and the time period during which any further appeal, rehearing, or other review (including review by a writ of certiorari) could be taken has finally expired.

1.14 "**Final Approval Hearing**" means the hearing to be held after Notice has been provided to Settlement Class Members, to determine whether the Court should grant final approval to the Settlement and enter the Final Approval Order and the Judgment.

1.15 "**Final Approval Motion**" means the motion to be filed by Class Counsel seeking entry of the Final Approval Order and the Judgment.

1.16 "**Final Approval Order**" or "**Final Approval**" means a court order signed and entered by the Court, which approves this Settlement as fair, reasonable, and adequate, finds that all legal requirements relating to the Settlement have been satisfied, directs consummation of the Settlement pursuant to the terms and conditions of this Agreement, and dismisses the Litigation as to The Bank of Canton with prejudice. The Final Approval Order shall be in a form substantially similar to the proposed Final Approval Order, attached as Exhibit F. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then the Final Approval Order shall include all such orders.

1.17 **"Judgment"** means a judgment signed and entered by the Court which dismisses the Litigation as to The Bank of Canton with prejudice pursuant to the Final Approval Order. The Judgment shall be in a form substantially similar to the proposed Judgment, attached as Exhibit G.

1.18 "**Litigation**" means the action captioned *Gilmore v. The Bank of Canton,* No. 1:23-cv-12711 (D. Mass.), which was designated as part of the multi-district litigation proceeding captioned *In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB, which is pending in the U.S. District Court for the District of Massachusetts before the Honorable Allison D. Burroughs.

1.19 "**Long Form Notice**" means the Court-approved form of Notice that shall be posted to the Settlement Website as contemplated by Section 9.2(c). The Long Form Notice shall be substantially in the form attached as Exhibit B.

1.20 "**MOVEit Security Incident**" means the data security incident that Fiserv, Inc., a third-party service provider of The Bank of Canton, experienced in or around May 2023 as a result of a vulnerability in Progress's MOVEit Transfer software, but for the purposes of this Agreement, only to the extent that it impacted The Bank of Canton.

1.21 "**Net Settlement Fund**" means the monies remaining in the Settlement Fund after deducting the Costs of Notice and Administration, any Service Award(s), and any Class Counsel Attorneys' Fees and Expenses Award.

1.22 "**Notice**" means the Long Form Notice, Short Form Notice, and Reminder Notice of the Settlement to be provided to Settlement Class Members.

1.23 "**Notice Deadline**" means the date sixty (60) days after The Bank of Canton's provision of the Class List to the Settlement Administrator (or such other date as may be set by the Court or agreed upon by the Parties).

1.24 "**Objection Deadline**" means the date sixty (60) days after the Notice Deadline (or such other date as may be set by the Court or agreed upon by the Parties), by which date any objection to the Settlement must be filed or postmarked.

1.25 "**Objector**" means a Settlement Class Member who files a valid objection to the Settlement pursuant to the provisions of Section 12 of this Agreement.

1.26 "**Opt Out Deadline**" means the date sixty (60) days after the Notice Deadline (or such other date as may be set by the Court or agreed upon by the Parties), by which date any Opt Out Request must be postmarked.

1.27 "**Opt Out Request**" means a written request to opt out of the Settlement and be excluded from the Settlement Class submitted by or on behalf of a Settlement Class Member pursuant to the provisions of Section 11 of this Agreement.

1.28 "**Parties**" means the Settlement Class Representative, on behalf of himself and the Settlement Class, and The Bank of Canton.

1.29 "**Parties' Counsel**" means Class Counsel and The Bank of Canton's Counsel.

1.30 "**Personally Identifiable Information**" or "**PII**" means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by direct or indirect means. PII includes, but is not limited to, account name(s), account number(s), and Social Security Number(s).

1.31 "**Plaintiff Releasing Parties**" means the Settlement Class Representative, Settlement Class Members (excepting those Settlement Class Members who have timely and validly opted out of the Settlement pursuant to the provisions of Section 11 of this Agreement), the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and any person or entity claiming by, through, or on behalf of any of the foregoing.

1.32 "**Preliminary Approval Motion**" means the motion to be filed by Class Counsel seeking entry of the Preliminary Approval Order contemplated by this Agreement.

1.33 "**Preliminary Approval Order**" or "**Preliminary Approval**" means a court order preliminarily approving this Settlement as fair, reasonable, and adequate; provisionally certifying, for settlement purposes only, the Settlement Class; provisionally appointing Class Counsel as class counsel; authorizing the sending of Notice to the Settlement Class; and setting the date and time of the Final Approval Hearing. The Preliminary Approval Order shall be in a form substantially similar to the proposed Preliminary Approval Order, attached as Exhibit A.

1.34 "**Progress**" or "**PSC**" means Progress Software Corporation.

1.35 "**Released Claims**" mean any and all liabilities, rights, claims, actions, causes of action, damages, penalties, costs, attorneys' fees, losses or demands, whether known or unknown, liquidated or unliquidated, existing or potential, suspected or unsuspected, legal, statutory, or equitable, based on contract, tort, or any other theory, that, directly or indirectly, result from, arise out of, are based upon, or relate to the conduct, omissions, duties, or matters that were or could have been asserted against Defendant Released Parties related to the MOVEit Security Incident, including, but not limited to, any claims that, directly or indirectly, are based upon, arise out of, result from, or relate in any way to (1) the MOVEit Security Incident; (2) unauthorized access to or theft, exposure, or disclosure of any Settlement Class Member's PII as a result of the MOVEit Security Incident; (3) the maintenance, retention, security, transfer, protection, storage, or deletion of any Settlement Class Member's PII related to the MOVEit Security Incident; (4) The Bank of Canton's or the Defendant Released Parties' information security policies and practices with respect to the MOVEit Security Incident; (5) The Bank of Canton's or the Defendant Released Parties' selection, diligence, screening, vetting, monitoring, control, oversight, or management of third-party service providers with respect to the MOVEit Security Incident, including, without limitation, Fiserv, Inc. and Progress; (6) any invasion of privacy related to the MOVEit Security Incident; (7) any lost or diminished value of PII related to the MOVEit Security Incident; (8) any lost time and opportunity costs associated with any attempts to mitigate any consequences, actual or anticipated, related to the MOVEit Security Incident; (9) any increase in spam calls, texts, or emails related to the MOVEit Security Incident; (10) any continued or increased risk to any Settlement Class Member's PII related to the MOVEit Security Incident; (11) The Bank of Canton's or the Defendant Released Parties' notices concerning or response to the MOVEit Security Incident; or (12) any other injury or damage arising out of or relating in any way, directly or indirectly, to any of the above related to the MOVEit Security Incident. Excluded from the Released Claims are any claims against Progress. Also excluded from Released Claims are any claims against Fiserv, Inc.

1.36 "**Reminder Notice**" means the Court-approved form of Notice contemplated by this Agreement that shall be provided to Settlement Class Members in the manner contemplated by Section 9.3. The Reminder Notice shall be substantially in the form attached as Exhibit D.

1.37 "**Service Award**" means a payment made to the Settlement Class Representative, awarded at the Court's discretion, intended to compensate the Settlement Class Representative for work he has done on behalf of the Settlement Class, made pursuant and subject to the provisions of Section 6.1 of this Agreement.

1.38 "**Settlement Administrator**" means Epiq Class Action & Claims Solutions, Inc. A different Settlement Administrator may be substituted if mutually agreed upon by the Parties and approved by the Court.

1.39 "**Settlement Benefits Plan**" means the plan for processing claims and for distributing the Net Settlement Fund to Settlement Class Members who have submitted an Approved Claim. Class Counsel shall present the Settlement Benefits Plan to the Court in connection with the Preliminary Approval Motion.

1.40 "**Settlement Class**" means all current, former, and/or prospective customers of The Bank of Canton in the United States whose Personally Identifiable Information was included in files impacted by the MOVEit Security Incident. Excluded from the Settlement Class are (i) The Bank of Canton and The Bank of Canton's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; (iii) Class Counsel, their staff members, and their immediate family; and (iv) any individual not included in the Class List. It is estimated that there are approximately 10,444 persons in the Settlement Class.

1.41 "**Settlement Class Member**" means any person who is a member of the Settlement Class.

1.42 "**Settlement Class Representative**" means Plaintiff Stephen Gilmore, who is a member of the Settlement Class.

1.43 "**Settlement Fund**" means the maximum, aggregate three hundred thousand dollars (US $300,000) settlement amount that The Bank of Canton shall become obligated to pay pursuant to Section 3 of this Agreement upon the Effective Date.

1.44 "**Settlement Fund Account**" means the account described in Section 4 of this Agreement.

1.45 "**Settlement Payment**" means any payment to be made to Settlement Class Members who have filed Approved Claims.

1.46 "**Settlement Website**" means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but no later than the Notice Deadline, as a means for Settlement Class Members to obtain notice of and information about the Settlement, including hyperlinked access to the Settlement Agreement, Notice, Preliminary Approval Order, operative complaint(s), and such other documents as Class Counsel and The Bank of Canton's Counsel mutually agree to post, or that the Court orders posted, on the website. These documents shall remain on the Settlement Website until at least sixty (60) days after the Effective Date. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after the Effective Date. The URL of the Settlement Website shall be agreed upon by Class Counsel and The Bank of Canton's Counsel.

1.47 "**Short Form Notice**" means the Court-approved form of Notice that shall be provided to Settlement Class Members in the manner contemplated by Section 9.2(a)-(b). The Short Form Notice shall be substantially in the form attached as Exhibit C.

1.48 "**Taxes**" means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any federal, state, or local jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties, the Parties' Counsel, or any Settlement Class Member with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.49 "**The Bank of Canton's Counsel**" means Brooks Brown, W. Kyle Tayman, and Jordan L. Moran of the law firm of Goodwin Procter LLP.

2. Settlement Class Certification.

2.1 The Parties agree, for purposes of this Settlement only, that the Court may (i) certify the Settlement Class; (ii) appoint Plaintiff as Settlement Class Representative to represent the Settlement Class for Settlement purposes; and (iii) appoint Class Counsel as counsel for the Settlement Class.

2.2 The Parties expressly recognize and agree that, if the Court does not approve the Settlement, or if the Settlement is terminated or cancelled pursuant to the terms of this Agreement, this Agreement and any certification of the Settlement Class pursuant to this Agreement, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Party's position on the issue of class certification or any other issue. The Parties' agreement to certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

3. The Settlement Fund.

3.1 The Bank of Canton agrees to make a non-reversionary settlement payment of three hundred thousand dollars (US $300,000) and deposit that settlement payment into the Settlement Fund Account as follows:

a. The Bank of Canton shall pay seventy-five thousand dollars (US $75,000) to pay for the Costs of Notice and Administration within twenty (20) days after the Court enters the Preliminary Approval Order and The Bank of Canton receives from Class Counsel or the Settlement Administrator all information contemplated by Section 3.4 of this Agreement; and

b. The Bank of Canton shall fund the remaining balance of the Settlement Fund within thirty (30) days after the Effective Date.

3.2 The Settlement Fund shall be used to pay for:

a. Costs of Notice and Administration;

b. Any Service Award approved by the Court;

c. Any Class Counsel Attorneys' Fees and Expenses Award approved by the Court; and

d. Settlement Payments to Settlement Class Members who submit an Approved Claim in accordance with the Settlement Benefits Plan to be filed by Class Counsel and approved by the Court.

3.3 The Bank of Canton shall not be obligated to pay more than three hundred thousand dollars (US $300,000) in connection with the Settlement under any circumstances. No funds shall revert back to The Bank of Canton, except in the event that this Agreement is voided, cancelled, or terminated, as described in Section 15 in this Agreement. In the event that the Effective Date occurs, no portion of the Settlement Fund shall be returned to The Bank of Canton.

3.4 Class Counsel and/or the Settlement Administrator shall furnish to The Bank of Canton any required account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account) within ten (10) days of the Court entering the Preliminary Approval Order.

4. The Settlement Fund Account.

4.1 The Settlement Fund monies shall be held in the Settlement Fund Account, which shall be established and maintained by the Settlement Administrator.

4.2 All funds held in the Settlement Fund Account shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.

4.3 No amounts may be withdrawn from the Settlement Fund Account unless (i) authorized by this Agreement and the Settlement Benefits Plan, after approval by the Court; or (ii) otherwise approved by the Court.

4.4 The Bank of Canton (a) shall have the right to impose any reasonable terms and conditions on the operation and maintenance of the Settlement Fund, and of any funds it pays in connection with the Settlement, that it deems appropriate to take advantage of the Qualified Settlement Fund provisions of the tax code or to protect the moneys from intentional or unintentional diversion, expenditure, forfeiture, escheat, or other dispersion that is inconsistent with the express terms of the Settlement, and (b) shall inform Class Counsel of any such terms and conditions. In the event that The Bank of Canton desires to have the Settlement Administrator enter into an agreement or undertaking to take advantage of the Qualified Settlement Fund provisions of the tax code or to protect the moneys in accordance with this section, or to obtain any order from the Court in connection with this section, the Settlement Class Representative agrees not to object to such requested agreement or order other than on the grounds that the terms or relief sought, in whole or in part, is inconsistent with the express terms of the Settlement.

4.5 All Taxes relating to the Settlement Fund Account shall be paid out of the Settlement Fund Account, shall be considered to be Costs of Notice and Administration, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund Account shall indemnify and hold harmless the Parties and the Parties' Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

4.6 The Bank of Canton shall have no responsibility, financial obligation, or liability whatsoever arising out of or in any way relating to any of the following:

a. Selection of the Settlement Fund Account;

b. Investment of Settlement Fund Account funds;

c. Payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements; or

d. Payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

4.7 Class Counsel, The Bank of Canton, and The Bank of Canton's Counsel make no representations regarding the tax treatment of the Settlement Fund (or any of the amounts that may be included in or disbursed from the Settlement Fund).

5. Settlement Payments to Settlement Class Members.

5.1 <u>Filing of Approved Claims.</u> Only Settlement Class Members who submit Approved Claims during the Claims Period will receive a Settlement Payment from the Net Settlement Fund.

a. The Claims Period will run for ninety (90) days after the Notice Deadline (or for such other time as the Court may direct or approve or the Parties may agree upon).

b. Settlement Class Members may submit a Claim Form to the Settlement Administrator electronically through the Settlement Website or by mail to the Settlement Administrator.

c. Claim Forms must be submitted electronically or postmarked before midnight on the Claims Deadline. All Claim Forms must be submitted during the Claims Period and in the manner set forth in this Agreement to become Approved Claims.

d. The Settlement Administrator shall be responsible for reviewing and determining the validity of all Claim Forms submitted. The Settlement Administrator shall use adequate and customary procedures and standards to prevent the payment of fraudulent claims and pay only valid claims. The Settlement Administrator will review Claim Forms for completeness, plausibility, and reasonable traceability to the MOVEit Security Incident. The Settlement Administrator may reject claims that are incomplete, invalid, or that evidence fraud or abuse. The Settlement Administrator may, in its discretion, which is to be reasonably exercised, require supplementation of a completed Claim Form or additional information needed to validate or audit a claim. To the extent that a Settlement Class Member fails to provide any supplementation or additional information that the Settlement Administrator requests, the Settlement Administrator may determine that the Settlement Class Member has failed to submit a valid claim and therefore reject that claim.

e. The Settlement Administrator shall determine the validity of all claims within thirty (30) days after the Claims Deadline.

f. Within forty-five (45) days after the Claims Deadline, the Settlement Administrator shall identify and present to Class Counsel and The Bank of Canton's Counsel all Claim Forms that the Settlement Administrator has deemed untimely or otherwise invalid. The Parties shall meet and confer over the validity and timeliness of any such claim. If the Parties cannot agree whether a claim is valid and timely, then the Settlement Administrator shall determine whether the claim is valid and timely.

g. Within thirty (30) days after the Effective Date (or such other time as may be approved or directed by the Court), the Settlement Administrator shall notify all Settlement Class Members whose claims were denied and state the reasons for denial. The Settlement Administrator shall provide this notice via email to the email address listed on the Claim Form. If a Claim Form did not list an email address, then the Settlement Administrator shall not have an obligation to notify that Settlement Class Member of the fact of or reasons for the denial. No Settlement Class Member, person, or entity shall have any claim against the Settlement Class Representative, The Bank of Canton, Class Counsel, The Bank of Canton's Counsel, or the Settlement Administrator based on any determination regarding the validity of a Claim Form or the distributions or awards made in accordance with this Agreement.

h. The Settlement Administrator will process valid claims of Settlement Class Members and distribute payments after the Effective Date in accordance with the terms of this Agreement and the Settlement Benefits Plan.

5.2 Settlement Benefits Plan. In connection with the Preliminary Approval Motion, Class Counsel shall present to the Court for approval the Settlement Benefits Plan, which shall describe in detail, among other things: (i) the benefits available to Settlement Class Members; (ii) the process for submitting claims for such benefits;

and (iii) the process for determining and distributing monies from the Settlement Fund to Settlement Class Members with Approved Claims.

a. The Settlement Administrator shall be responsible for implementing and executing the Settlement Benefits Plan.

b. As specified in Section 3.2, the costs associated with any benefits provided to Settlement Class Members under the Settlement Benefits Plan shall be paid exclusively from the Settlement Fund.

5.3 The Bank of Canton shall have no monetary obligation to Settlement Class Members other than the obligations set forth in this Agreement.

5.4 Class Counsel and The Bank of Canton's Counsel make no representations regarding the tax treatment of any Settlement Payments. Settlement Class Members are responsible for paying all Taxes due on any Settlement Payments that they receive. Under no circumstance shall The Bank of Canton be held liable for any Taxes with respect to any Settlement Payments.

6. Payment of Service Awards and Attorneys' Fees and Expenses.

6.1 <u>Service Awards.</u> The Settlement Class Representative and Class Counsel may submit a request to the Court for payment of a Service Award. Any request for a Service Award must be filed with the Court no later than twenty-one (21) days before the Objection Deadline. If approved by the Court, such Service Awards shall be paid by the Settlement Administrator from the Settlement Fund within forty-five (45) days of the Effective Date. Any Service Awards and any requirements for obtaining any such payment are separate and apart from, and in addition to, any potential recovery for the Settlement Class Representative as a Settlement Class Member.

a. The Bank of Canton agrees not to oppose any request to the Court for a Service Award, provided that such request does not seek more than five thousand dollars (US $5,000) for the Settlement Class Representative.

b. The Parties agree that the fairness and effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Service Award. If the Court declines to approve, in whole or in part, a request for a Service Award, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of a Service Award, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

c. Any Service Award shall be paid and deducted from the Settlement Fund and shall not increase The Bank of Canton's monetary obligation under this Agreement.

6.2 Attorneys' Fees and Expenses. Class Counsel may submit a request to the Court for payment of reasonable attorneys' fees, expressed as a percentage of the Settlement Fund, and for reimbursement of expenses incurred in prosecuting and settling the Litigation. Any request for a Class Counsel Attorneys' Fees and Expenses Award must be filed with the Court no later than twenty-one (21) days before the Objection Deadline. If approved by the Court, any Class Counsel Attorneys' Fees and Expenses Award shall be paid by the Settlement Administrator exclusively from the Settlement Fund within forty-five (45) days of the Effective Date.

a. The Parties agree that the fairness and effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Class Counsel Attorneys' Fees and Expenses Award. If the Court declines to approve, in whole or in part, a request for attorneys' fees or expenses, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of attorneys' fees or expenses, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

b. Any Class Counsel Attorneys' Fees and Expenses Award shall be paid and deducted exclusively from the Settlement Fund and shall not increase The Bank of Canton's monetary obligation under this Agreement.

6.3 Class Counsel and The Bank of Canton's Counsel make no representations regarding the tax treatment of any Service Award or Class Counsel Attorneys' Fees and Expenses Award. The Settlement Class Representative is exclusively responsible for paying all Taxes due on any Service Award that he receives. Under no circumstance shall The Bank of Canton or The Bank of Canton's Counsel be liable for any Taxes with respect to any Service Award. Class Counsel is exclusively responsible for paying all Taxes due on any Class Counsel Attorneys' Fees and Expenses Award that they receive. Under no circumstances shall The Bank of Canton or The Bank of Canton's Counsel be liable for any Taxes with respect to any Class Counsel Attorneys' Fees and Expenses Award.

7. Presentation of Settlement to the Court.

7.1 Preliminary Approval. Within twenty-one (21) days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Preliminary Approval Motion, moving the Court to enter the Preliminary Approval Order. Such motion shall also include and seek approval of the proposed Notice and the Settlement Benefits Plan.

a. Among other things, the Preliminary Approval Motion will ask the Court to: (a) preliminarily approve the terms of the Settlement as fair, adequate, and reasonable; (b) provisionally certify the Settlement Class pursuant to Fed. R. Civ. P. 23; (c) approve the Settlement Administrator, the notice program set forth herein, and the form and content of the Notice and Claim Form; (d) approve the procedures set forth in this Settlement for Settlement Class Members to opt out of the Settlement or to object to the Settlement; (e) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning any Released Claims; (f) appoint Class Counsel and Settlement Class Representative; and (g) schedule a Final Approval Hearing at a date that is convenient for the Court and provides sufficient time for the deadlines contemplated by this Settlement, at which time the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith and should be finally approved, and determine whether to approve any Service Award and/or Class Counsel Attorneys' Fees and Expenses Award.

b. In connection with the Preliminary Approval Motion, Class Counsel shall present to the Court for approval the Settlement Benefits Plan, which shall describe in detail, among other things: (i) the benefits available to Settlement Class Members; and (ii) the process and timing for submitting claims for such benefits. The Settlement Administrator shall be responsible for implementing and executing the Settlement Benefits Plan

7.2 Final Approval. By no later than thirty (30) days before the Final Approval Hearing, Class Counsel shall file a Final Approval Motion, moving the Court to enter the Final Approval Order and the Judgment. Objectors, if any, shall file any responses to the Final Approval Motion and/or to any request for a Service Award or Class Counsel Attorneys' Fees and Expenses Award no later than seventeen (17) days before the Final Approval Hearing. The Parties shall file any responses to objections or other filings by Objectors, as well as any replies in support of either the Final Approval Motion or any request for a Service Award or Class Counsel's Attorneys' Fees and Expenses Award, by no later than ten (10) days before the Final Approval Hearing. In the Court's discretion, the Court may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to any request for a Service Award or Class Counsel Attorneys' Fees and Expenses Award, provided that the Objectors filed timely objections that met all the requirements listed in this Agreement.

7.3 At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and the Judgment and whether to approve any request for a Service Award or Class Counsel Attorneys' Fees and Expenses Award.

7.4 The Final Approval Order and the Judgment requested by Class Counsel and entered by the Court shall, among other things:

a. Determine that the Settlement is fair, adequate, and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice provided to Settlement Class Members satisfied the Federal Rules of Civil Procedure and due process requirements;

d. Determine that all legal requirements relating to the Settlement have been met or satisfied, including, without limitation, with respect to the notice requirements of the Class Action Fairness Act, 28 U.S.C. § 1715;

e. Dismiss all claims in the Litigation as to The Bank of Canton with prejudice;

f. Bar and enjoin the Plaintiff Releasing Parties from asserting any of the Released Claims against any or all of the Defendant Released Parties, including during the pendency of any appeal from Final Approval;

g. Release and forever discharge the Defendant Released Parties from the Released Claims; and

h. Reserve the Court's continuing and exclusive jurisdiction over The Bank of Canton and all Settlement Class Members (including all Objectors) to administer, supervise, construe, and enforce this Settlement in accordance with its terms.

8. Duties of Settlement Administrator.

8.1 Class Counsel will retain an independent Settlement Administrator to perform functions and duties necessary to implement and effectuate the Settlement.

8.2 The selection of the Settlement Administrator is subject to The Bank of Canton's approval, which shall not be unreasonably withheld, and to the Court's approval.

8.3 The Settlement Administrator shall perform the functions and duties described in this Agreement and the Settlement Benefits Plan, and any other functions approved by the Court, including, but not limited to:

a. Implementing and executing the Settlement Benefits Plan;

b. Obtaining the Class List for the purpose of disseminating Notice to Settlement Class Members;

c. Providing Notice to Settlement Class Members;

d. Establishing and maintaining the Settlement Website;

e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries;

f. Responding to inquiries from Settlement Class Members in a timely manner;

g. Establishing and maintaining a system for collecting electronic Claim Forms through the Settlement Website;

h. Providing a mailing address for Settlement Class Members to submit Claim Forms and Opt Out Requests to the Settlement Administrator;

i. Reviewing, determining the validity of, and processing all Claim Forms submitted by Settlement Class Members;

j. Reviewing, determining the validity of, and processing all Opt Out Requests submitted by Settlement Class Members;

k. Providing to Class Counsel and The Bank of Canton's Counsel no later than fifteen (15) days following the Opt Out Deadline copies of all Opt Out Requests that the Settlement Administrator received.

l. Providing promptly to Class Counsel and The Bank of Canton's Counsel copies of any Opt Out Request that the Settlement Administrator receives after providing the report contemplated by Section 8.3(k);

m. Processing and transmitting Settlement Payments to Settlement Class Members, any Service Award to the Settlement Class Representative, and any Class Counsel Attorneys' Fees and Expenses Award to Class Counsel;

n. Providing weekly or other periodic reports to Class Counsel and The Bank of Canton's Counsel that include information regarding the number of Claims received, the number of claims accepted and denied, settlement payments sent and delivered, payments accepted and cashed, undeliverable information, and any other requested information relating to filed Claim Forms, Opt Out Requests, and Settlement Payments;

o. Providing, as requested by Class Counsel or The Bank of Canton's Counsel and from time to time, the amounts remaining from any funds paid by The Bank of Canton into the Settlement Fund;

p. Providing all information to The Bank of Canton that The Bank of Canton deems necessary to perform its obligations under the Agreement;

q. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; (ii) affirms compliance with the settlement administration provisions of this Agreement; and (iii) identifies each Settlement Class Member who timely and validly opted out of the Settlement; and

r. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and The Bank of Canton's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

8.4 The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any such documents, communications, or other information to any person or entity except as provided for in this Agreement or as ordered by the Court.

8.5 Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement and/or the Settlement Benefits Plan, once approved by the Court.

8.6 The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel for any liability arising from any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement and/or the Settlement Benefits Plan, once approved by the Court.

9. Notice to Settlement Class Members.

9.1 Within sixty (60) days after the entry of the Preliminary Approval Order (or such other time as may be set by the Court or agreed upon by the Parties), The Bank of Canton shall provide the Settlement Administrator with the Class List containing Settlement Class Members' full names and last known addresses and/or email addresses, if either or both are available, as reflected in The Bank of Canton's records or the records of any other entity to which The Bank of Canton has access. In the event that The Bank of Canton is unable to obtain the Class List from any other entity that possesses such information, the Parties may engage in limited discovery, including subpoenas directed at the entity(ies) at issue, to compile the Class List.

9.2 Following The Bank of Canton's provision of the Class List to the Settlement Administrator, Notice to the Settlement Class shall be provided in the following manner by the Notice Deadline:

a. The Settlement Administrator shall send the Short Form Notice to Settlement Class Members by email or by U.S. Mail (where email addresses are unavailable). The Short Form Notice will advise Settlement Class Members of the Settlement Website, the allegations asserted in the Litigation, how to file a claim, how to opt out of the Settlement, how to object to the Settlement, and the Settlement Website URL. If, at any time, the Parties have reason to believe that certain Settlement Class Members have not received direct emailed or mailed Short Form Notice, then they may work in good faith to identify alternative means of contact.

b. Before mailing the Short Form Notice, the Settlement Administrator will update each Settlement Class Member's address through a reliable service of the Settlement Administrator's choosing that is consistent with its customary business practices. If any mailed (or emailed) Short Form Notice is returned to the Settlement Administrator as undelivered and a forwarding address (or email address) is provided on the face of the returned mail (or email), then the Settlement Administrator will re-mail (or re-email) the Short Form Notice one additional time to the new address (or email address). For those Short Form Notices returned to the Settlement Administrator as undeliverable with no forwarding address (or email address), the Settlement Administrator will perform a skip trace search and/or make other reasonable efforts to locate an updated address (or email address), and, where such an address (or email address) is found, will re-mail (or re-email) the Short Form Notice to the updated address (or email address).

c. The Settlement Administrator shall post the Long Form Notice and Claim Form on the Settlement Website. The Settlement Administrator shall also provide Settlement Class Members the ability to submit the information for the Claim Form electronically via the Settlement Website.

9.3 No sooner than 40 days before, and no later than 25 days before, the Claims Deadline, the Settlement Administrator shall send the Reminder Notice by email to all Settlement Class Members for whom the Settlement Administrator has an email address.

10. CAFA Notice.

10.1 The Bank of Canton, in conjunction with the Settlement Administrator, will serve or cause to be served the notice required by the Class Action Fairness Act, 28 U.S.C. § 1715, no later than ten (10) days after this Agreement is filed with the Court.

11. Opt-Outs.

11.1 The Notice shall inform Settlement Class Members that they may opt out of (i.e., exclude themselves from) the Settlement. Any Opt Out Request must be made in accordance with the provisions in Section 11 of this Agreement. The Notice shall inform Settlement Class Members that any such Opt Out Request must be mailed to the Settlement Administrator via USPS First Class Mail and postmarked no later than the Opt Out Deadline.

11.2 Any Opt Out Request made by a Settlement Class Member must be made in writing and include:

a. The name of the Litigation, *Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.), or a decipherable approximation thereof;

b. The Settlement Class Member's full name, mailing address, and telephone number;

c. The words "Opt-Out" or "Request for Exclusion" at the top of the document and/or a clear and unequivocal statement in the body of the document that the Settlement Class Member wishes to be excluded from the Settlement; and

d. The Settlement Class Member's signature.

11.3 Any Opt Out Request made on behalf of a Settlement Class Member by a person other than the Settlement Class Member who is legally authorized to act on the Settlement Class Member's behalf must be made in writing and include:

a. The name of the Litigation, *Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.), or a decipherable approximation thereof;

b. The full name and address of the Settlement Class Member;

c. The words "Opt-Out" or "Request for Exclusion" at the top of the document and/or a clear and unequivocal statement in the body of the document that the Settlement Class Member wishes to be excluded from the Settlement;

d. The person's full name, address, phone number, and relationship to the Settlement Class Member;

e. An attestation that the person is legally authorized to make the Opt Out Request on behalf of the Settlement Class Member and a description of the basis for that authority; and

f. The person's signature.

11.4 Opt Out Requests seeking exclusion on behalf of more than one individual shall be deemed invalid.

11.5 Any Settlement Class Member who submits a valid and timely Opt Out Request shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

11.6 Any Settlement Class Member who does not provide a timely Opt Out Request, or who does not provide all information required by this Settlement to exclude himself or herself from the Settlement, shall be bound by the terms of the Settlement, including all releases in the Settlement.

11.7 A list of the Settlement Class Members who have timely and validly excluded themselves from the Settlement Class shall be attached to the Final Approval Order or Judgment or otherwise recorded by the Court under seal in a manner to protect the PII of any Settlement Class Member who submits a valid and timely Opt Out Request.

12. Objections.

12.1 The Notice shall inform Settlement Class Members that, if they do not opt out from the Settlement, they have the right to object to the Settlement, to Class Counsel's request for attorneys' fees and expenses, and/or to any application for a Service Award. Any such objection must be made in accordance with the provisions in Section 12 of this Agreement. The Notice shall inform Settlement Class Members that any such objection must be: (a) filed with the Court by the Objection Deadline; or (b) mailed via USPS First Class Mail prepaid to the Clerk of Court at the address listed in the Notice and postmarked by no later than the Objection Deadline.

12.2 Any objection must be made in writing and include:

a. The name of the Litigation, *Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.), or a decipherable approximation thereof;

b. The Objector's full name, mailing address, and telephone number;

c. The full name, address, telephone number, and email address of the Objector's counsel (if he or she is represented by counsel in connection with the Settlement and/or objection);

d. A statement describing the grounds for the objection with specificity;

e. A statement confirming whether the objection applies to the Objector only, to a specific subset of the Settlement Class, or to the entire Settlement Class;

f. A statement confirming whether the Objector intends to appear at the Final Approval Hearing, and, if so, whether the Objector intends to appear in person or through counsel; and

g. The Objector's signature or the signature of an individual authorized to act on the Objector's behalf.

12.3 If the Objector or his or her counsel intend to call witnesses or present evidence at the Final Approval Hearing, the objection also must contain a list identifying each witness and the topics of anticipated testimony that each witness will offer at the hearing.

12.4 Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

12.5 To the extent that any Settlement Class Member objects to the Settlement, and such objection is overruled, in whole or in part, such Settlement Class Member shall be bound by the Final Approval Order and the Judgment.

12.6 Any Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out and their objection shall be deemed null and void.

13. Representations and Warranties.

13.1 Each Party represents and warrants that:

a. Such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;

b. Such Party is entering into this Agreement voluntarily and without duress or undue influence;

c. This Agreement is the result of arm's-length negotiations conducted by the Parties' counsel;

d. Such Party is relying upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter of this Agreement;

e. Such Party has been represented by, and consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such counsel and agree to the language of the provisions herein;

f. The execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;

g. There are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims that Party releases herein;

h. Such Party does not rely on any inducement, promise, or representation, other than those embodied in this Agreement, in entering into this Agreement;

i. Such Party believes this Settlement is a fair, adequate, and reasonable settlement of the Litigation, taking into account all relevant factors;

j. Each Party assumes the risk of mistake as to fact or law; and

k. This Agreement constitutes a valid, binding, and enforceable agreement.

13.2 The Settlement Class Representative further represents and warrants that:

a. He has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Defendant Released Parties;

b. He will not assign or otherwise transfer any interest in any of the Released Claims against any of the Defendant Released Parties; and

c. He has no surviving claim or cause of action against any of the Defendant Released Parties with respect to any of the Released Claims.

13.3 Class Counsel represent and warrant that they have the approval of and authority to bind all counsel of record for plaintiffs in the Litigation to the applicable terms of this Agreement. Class Counsel further represent and warrant, for themselves and all counsel of record for plaintiffs in the Litigation, that all claims for attorneys' fees and costs relating to or coming from the Litigation will be exclusively satisfied from the Settlement Fund.

14. Releases and Waivers of Rights.

14.1 As of the Effective Date, all Plaintiff Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release, relinquish, and discharge any and all Released Claims against the Defendant Released Parties.

14.2 Plaintiff Releasing Parties covenant and agree that they will not take any steps to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, against any of the Defendant Released Parties.

14.3 Class Counsel represent and warrant that, as of the date of the execution of this Agreement, they (i) will not solicit any client to assert claims against The Bank of Canton arising out of or related to the MOVEit Security Incident; and (ii) have not encouraged and will not encourage any Settlement Class Member to opt out of this Settlement, provided that they may present Settlement Class Members with the fact that they have the option to exclude themselves from the Settlement Class. The Parties fully understand that the facts upon which this Agreement is executed may be found hereafter to be other than or different from the facts that the Parties, the Settlement Class Members, Class Counsel, and/or The Bank of Canton's Counsel presently believe to be true. The Parties expressly assume the risk of such possible difference in facts and agree that this Agreement, including the releases contained herein, shall remain effective notwithstanding any such difference in facts.

14.4 As to the Released Claims only, upon entry of the Final Approval Order and the Judgment, the Settlement Class Representative and each Settlement Class Member expressly waive and relinquish the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Settlement Class Representative and each Settlement Class Member also expressly waive and relinquish any and all provisions, rights, and benefits of any state or federal law(s) or any principle of common law that is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Upon entry of the Final Approval Order and the Judgment, the Settlement Class Representative and the Settlement Class Members expressly waive and fully, finally, and forever settle, release, and discharge all known or unknown, suspected or unsuspected, contingent or noncontingent Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other, different, or additional facts. The Settlement Class Representative acknowledges, and the Settlement Class Members shall be deemed by operation of the Final Approval Order and the Judgment to have acknowledged, that the waivers in this Section 14.4 were separately bargained for and are a material element of this Agreement. The waivers in this Section 14.4 apply only to the Released Claims and not to any other claims.

14.5 Notwithstanding any other provision of this Agreement (including, without limitation, this Section 14), nothing in this Agreement shall be deemed to impair, limit, or preclude, in any way, the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

14.6 Notwithstanding any other provision of this Agreement (including, without limitation, this Section 14), nothing in this Agreement shall be deemed to release, waive, impair, limit, or preclude, in any way, any claims that Plaintiff, Plaintiff Releasing Parties, The Bank of Canton, and/or Defendant Released Parties may have against Progress Software Corporation or Fiserv, Inc.

15. Termination.

15.1 This Agreement may be terminated by either the Settlement Class Representative or The Bank of Canton by serving on counsel for the opposing party and filing with the Court, a notice of termination within ten (10) days (or such longer time as may be agreed between Class Counsel and The Bank of Canton) after any of the following occurrences:

a. Class Counsel and The Bank of Canton mutually agree to termination before the Effective Date;

b. The Court rejects, materially modifies, changes, or amends, or otherwise declines to preliminarily or finally approve the Settlement as set forth in this Agreement;

c. Any reviewing appellate court rejects, sets aside, vacates, reverses, or otherwise declines to approve this Settlement, the Preliminary Approval Order, the Final Approval Order, or the Judgment;

d. The Court or any reviewing appellate court takes any action to expand, impair, or reduce the scope or effectiveness of the releases set forth herein or to impose greater financial or other burdens on The Bank of Canton than those contemplated by this Agreement;

e. The Court or any reviewing appellate court incorporates material items or provisions into, or deletes or strikes material terms or provisions from, or otherwise materially modifies, amends, or changes, the Settlement, the proposed Preliminary Approval Order, the proposed Final Approval Order, or the proposed Judgment; or

f. The Effective Date does not occur.

15.2 Notwithstanding Section 15.1, if the Parties fail to obtain Preliminary Approval or Final Approval of the Settlement, or if the Final Approval Order and/or the Judgment are not upheld on appeal, the Parties shall negotiate in good faith in an attempt to modify the Settlement in a manner to effectuate the terms of this Agreement to obtain Preliminary Approval and Final Approval. If the Parties are unable to reach an agreement to modify the Settlement, then either Party may terminate this Agreement by providing notice of termination as provided above.

15.3 If this Agreement is terminated pursuant to Section 15.1 above, the following shall occur:

a. Within ten (10) days of receiving notice of a termination event, the Settlement Administrator shall pay to The Bank of Canton an amount equal to the Settlement Fund, together with any interest or other income earned thereon, less (i) any Taxes paid or due with respect to such income and (ii) any reasonable and necessary Costs of Notice and Administration already actually incurred and paid or payable from the Settlement Fund pursuant to the terms of this Agreement;

b. The Parties shall return to the status quo ante in the Litigation, as if the Parties had not entered into this Agreement;

c. Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and neither those orders nor any statements made in connection with seeking approval of the Agreement may be used in or cited by any person or entity in support of claims or defenses or in support or in opposition to a future class certification motion in connection with any further proceedings in the Litigation or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim; and

d. This Agreement shall become null and void, and neither the fact of this Settlement nor the fact that The Bank of Canton did not oppose certification of the Settlement Class for settlement purposes shall be used or cited by any person or entity in support of claims or defenses or in support of or in opposition to a future class certification motion in connection with any further proceedings in the Litigation or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim.

16. No Admission of Wrongdoing.

16.1 The Bank of Canton denies each and every claim and contention alleged against it in the Litigation and all charges of wrongdoing or liability alleged against it. Nonetheless, The Bank of Canton and The Bank of Canton's Counsel have concluded that further continuation of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement.

16.2 Neither the Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the Settlement is, or may be deemed to be, or may be used as, an admission or evidence of any wrongdoing or liability, or of the validity, or lack thereof, of any Released Claims.

16.3 Neither the Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the Settlement is, or may be deemed to be, or may be used as, an admission or evidence of any fault or omission, in any civil, criminal, and/or administrative proceeding in any court, administrative agency, and/or other tribunal or proceeding.

16.4 The Defendant Released Parties may file this Agreement, the Final Approval Order, and/or the Judgment in any action that may be brought against them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16.5 The Defendant Released Parties may file and/or produce this Agreement, the Final Approval Order, and/or the Judgment to support any subrogation claims.

17. Notices.

17.1 All notices to Class Counsel provided for in this Agreement shall be sent by either email or USPS First Class mail to the following:

E. Michelle Drake
BERGER MONTAGUE, PC
1229 Tyler St., NE, Ste. 205
Minneapolis, MN 55413
Tel: (612) 594-5933
Fax: (612) 584-4470
emdrake@bm.net

Gary F. Lynch
LYNCH CARPENTER, LLP
1133 Penn Ave., 5th Fl.
Pittsburgh, PA 15222
Tel: (412) 322-9243
Fax: (412) 231-0246
Gary@lcllp.com

Douglas J. McNamara
COHEN MILSTEIN SELLERS & TOLL PLLC
1100 New York Ave. NW, 5th Fl.
Washington, DC 20005
Tel: (202) 408-4600
dmcnamara@cohenmilstein.com

Karen H. Riebel
LOCKRIDGE GRINDAL NAUEN PLLP
100 Washington Ave. S., Ste. 2200
Minneapolis, MN 55401

Tel: (612) 339-6900
Fax: (612) 612-339-0981
khriebel@locklaw.com

Charles E. Schaffer
LEVIN SEDRAN & BERMAN LLP
510 Walnut Street, Ste. 500
Philadelphia, PA 19106
Tel: (215) 592-1500
Fax: (215) 592-4663
cshaffer@lfsblaw.com

Kristen A. Johnson
HAGENS BERMAN SOBOL SHAPIRO LLP
1 Faneuil Hall Square, 5th Floor
Boston, MA 02109
Tel: (617) 482-3700
Fax: (617) 482-3003
kristenj@hbsslaw.com

17.2 All notices to The Bank of Canton or The Bank of Canton's Counsel provided for in this Agreement shall be sent by either email or USPS First Class mail to the following:

Brooks Brown
GOODWIN PROCTER LLP
100 Northern Avenue
Boston, MA 02210
bbrown@goodwinlaw.com

W. Kyle Tayman
Jordan L. Moran
GOODWIN PROCTER LLP
1900 N Street NW
Washington, DC 20036
ktayman@goodwinlaw.com
jordanmoran@goodwinlaw.com

17.3 The notice recipients and addresses designated in this Section 17 may be changed by written notice posted to the Settlement Website.

18. Miscellaneous Provisions.

18.1 Further Steps. The Parties agree that they each shall undertake any and all steps reasonably necessary to effectuate the purposes and intent of this Agreement.

18.2 Cooperation. The Parties (i) acknowledge that it is their intent to consummate this Agreement and (ii) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

18.3 Settlement Class Member Communications. The Bank of Canton shall not authorize any communication that is intended or reasonably likely to encourage Settlement Class Members to exclude themselves from the Settlement or to object to the Settlement. The Bank of Canton may, in its discretion, authorize communications referring all questions regarding the Settlement to the Notice, Class Counsel, the Settlement Administrator, and/or the Settlement Website.

18.4 Non-Disparagement. In no event shall the Parties or the Parties' counsel make any public statements that disparage the business or reputation of the other (or their counsel) based on the subject matter or the conduct of the Litigation. The Parties and the Parties' Counsel may, however, disclose the fact that the Parties have entered into this Agreement to settle the claims in this Litigation on a class basis. Nothing in this Section 18.4 shall prevent Class Counsel from (a) discharging their duties to Settlement Class Members and discussing the Settlement with the Settlement Class Representative, Settlement Class Members, Settlement Administrator, and/or the Court; (b) disclosing public information about the case on a resume, curriculum vitae, firm website, in other promotional materials, or in future legal filings; or (c) responding to government inquiries.

18.5 Authority. The signatories hereto herby represent that they are fully authorized to enter into this Settlement and to bind the Parties to the terms and conditions hereof. Any person executing this Settlement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Settlement to all of the terms and provisions of this Settlement.

18.6 Effect of Weekends and Holidays. If any date or deadline in this Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.

18.7 Recitals. The recitals set forth above shall be and hereby are terms of this Agreement as if set forth herein.

18.8 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

18.9 Integration. This Agreement (along with any exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

18.10 Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

18.11 Drafting. The Parties agree that no single Party shall be deemed to have drafted this

Agreement, or any portion thereof, for purpose of the invocation of the doctrine of contra proferentem. This Agreement is a collaborative effort of the Parties and the Parties' Counsel.

18.12 Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and all references to the singular shall also mean the plural whenever the context so indicates.

18.13 Modification or Amendment. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Modification of this Agreement following Preliminary Approval will require approval of the Court.

18.14 Waiver. The waiver by one Party of any breach of the Settlement by any other Party shall not be deemed a waiver, by that Party or by any other Party to the Settlement, of any other prior or subsequent breach of the Settlement.

18.15 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable, subject to the termination provisions set forth in Section 15 of this Agreement. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

18.16 Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

18.17 Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail.

18.18 Successors and Assigns. The Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties to the Settlement.

18.19 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.

18.20 Governing Law. The construction, interpretation, operation, effect, and validity of the Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws, except to the extent federal law requires that federal law govern.

18.21 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

18.22 Arm's-Length Negotiation. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

18.23 No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or by any person who receives notice of this Settlement after the Final Approval Order and the Judgment are entered.

**[THIS SECTION INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE.]**

WE AGREE TO THESE TERMS:

Class Counsel on behalf of the Settlement Class Representative and the Settlement Class:

E. Michelle Drake
Date:

Gary F. Lynch
Date:

Douglas J. McNamara
Date:

Karen H. Riebel
Date:

Charles E. Schaffer
Date:

Kristen A. Johnson
Date:

The Bank of Canton:

Name: Stephen P Costello
Title: President /CEO
Date: 1/15/2025

Brooks R. Brown
Date: 1.16.25

WE AGREE TO THESE TERMS:

Class Counsel on behalf of the Settlement Class Representative and the Settlement Class:

Signed by:
E. Michelle Drake
A5B0E4F3CBC64FF...
E. Michelle Drake
Date: 1/30/2025

Signed by:
Gary F. Lynch
BBC501F9F0B8419...
Gary F. Lynch
Date: 1/21/2025

Signed by:
Douglas J. McNamara
EC2DF359C43F4B6...
Douglas J. McNamara
Date: 1/30/2025

DocuSigned by:
Karen H. Riebel
8FE6666AE2AF46E...
Karen H. Riebel
Date: 1/21/2025

DocuSigned by:
Charles E. Schaffer
C57F930DFF0B448...
Charles E. Schaffer
Date: 1/21/2025

Signed by:
Kristen A. Johnson
A2DCF6237AC844B...
Kristen A. Johnson
Date: 1/22/2025

The Bank of Canton:

Name:
Title:
Date:

Brooks R. Brown
Date:

Exhibit A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE: MOVEIT CUSTOMER DATA SECURITY BREACH LITIGATION	MDL No. 1:23-md-03083-ADB-PGL
This Document Relates To: STEPHEN GILMORE, on behalf of himself and all others similarly situated, Plaintiff, v. THE BANK OF CANTON and PROGRESS SOFTWARE CORPORATION, Defendant.	C.A. No. 1:23-cv-12711-ADB

[PROPOSED] ORDER OF PRELIMINARY APPROVAL

WHEREAS, a Settlement Agreement, dated as of __________ (the "Settlement Agreement"), was made and entered into by and among the following Parties: Plaintiff Stephen Gilmore (the "Settlement Class Representative"), individually and on behalf of the Settlement Class Members, by and through E. Michelle Drake of Berger Montague, PC, Gary F. Lynch of Lynch Carpenter, LLP, Douglas J. McNamara of Cohen Milstein Sellers & Toll PLLC, Karen H. Riebel of Lockridge Grindal Nauen PLLP, Charles E. Schaffer of Levin Sedran & Berman LLP, and Kristen A. Johnson of Hagens Berman Sobol Shapiro LLP (collectively, "Class Counsel"); and (ii) The Bank of Canton ("The Bank of Canton" or "Defendant"), by and through The Bank of Canton's counsel, Brooks Brown, W. Kyle Tayman, and Jordan L. Moran of Goodwin Procter LLP ("The Bank of Canton's Counsel"); and

NOW THEREFORE, having reviewed and considered the submissions presented with respect to the settlement set forth in the Settlement Agreement and the record in these proceedings, having heard and considered the evidence presented by the parties and the arguments of counsel, having determined preliminarily that the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement.

2. The Court finds it has personal and subject-matter jurisdiction over this matter, the Parties, and all Settlement Class Members.

Preliminary Settlement Class Certification

3. The Court certifies, for settlement purposes only, the following Settlement Class pursuant to Fed. R. Civ. P. 23:

4. All current, former, and/or prospective customers of The Bank of Canton in the United States whose Personally Identifiable Information was included in files impacted by the MOVEit Security Incident.

5. Excluded from the Settlement Class are (i) The Bank of Canton and The Bank of Canton's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; (iii) Class Counsel, their staff members, and their immediate family; and (iv) any individual not included in the Class List.

6. The Court determines that, for settlement purposes, the proposed Settlement Class likely meets all the requirements of Federal Rules of Civil Procedure ("Rules") 23(a) and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representative are typical of absent Settlement Class Members; that the Settlement Class Representative will

fairly and adequately protect the interests of the Settlement Class as he has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

7. For purposes of settlement only, Plaintiff Stephen Gilmore is preliminarily appointed as the Settlement Class Representative.

8. For purposes of settlement only, the Court preliminarily appoints, pursuant to Rule 23(g), E. Michelle Drake of Berger Montague, PC, Gary F. Lynch of Lynch Carpenter, LLP, Douglas J. McNamara of Cohen Milstein Sellers & Toll PLLC, Karen H. Riebel of Lockridge Grindal Nauen PLLP, Charles E. Schaffer of Levin Sedran & Berman LLP, and Kristen A. Johnson of Hagens Berman Sobol Shapiro LLP as Class Counsel for the Settlement Class.

Reasonableness of the Proposed Settlement

9. The Court finds that: (i) the proposed Settlement resulted from extensive and good-faith negotiations at arm's length by experienced counsel; (ii) the proposed Settlement is in the best interests of the Settlement Class Members; and (iii) the terms of the proposed Settlement as evidenced by the Settlement Agreement appear to be sufficiently fair, reasonable, and adequate in light of the risks, delays, and expenses of further litigation, warranting notice of the Settlement Agreement to Settlement Class Members, and the scheduling of a final fairness hearing.

10. The Court finds that the proposed Settlement creates an equitable claims process that will allow Settlement Class Members an opportunity to obtain reimbursement for certain types of harm they may have suffered as a result of events alleged in the Litigation. This consideration appears to be within the range of reasonableness and an adequate exchange for the Settlement Class's release of claims as described in the Settlement Agreement.

11. Accordingly, the Court grants preliminary approval of the Settlement, subject to final approval, and directs the Parties to conduct their plan for Notice as described in the Settlement Agreement.

Notice to the Settlement Class

12. The Court finds that the Notice proposed in the Settlement Agreement, including in form, content, and method: (a) constitutes the best practicable notice to the Settlement Class; (b) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) is reasonable and constitutes due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfies the requirements of Rule 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members.

13. The Parties and Settlement Administrator are authorized to make non-material modifications to the Notices and Claim Form, such as proofing and formatting alterations, without further order from this Court.

14. The Court appoints Epiq Class Action and Claims Solutions, Inc. as the Settlement Administrator and orders it to provide Notice to the Settlement Class Members and perform services as set forth in the Settlement Agreement.

15. The Court orders The Bank of Canton to preliminarily fund the Settlement Fund to pay for the Costs of Notice and Administration pursuant to the Settlement Agreement and further orders Defendant to provide the requisite CAFA Notice as set forth in the Settlement Agreement.

16. Within sixty (60) days after the entry of this Order, Defendant shall provide the Settlement Administrator with the Class List containing Settlement Class Members' full names,

last known addresses, and email addresses, if either or both are available, as reflected in The Bank of Canton's records.

17. Within sixty (60) days after receipt of the Class List, the Settlement Administrator shall send, via email to persons listed on the Class List, the Short Form Notice substantially in the form submitted to the Court; and if an email address is not listed for a Settlement Class Member on the Class List, such Short Form Notice shall be sent by the Settlement Administrator to the Settlement Class Member's last known mailing address via U.S. mail. The Long Form Notice as well as the Claim Form shall be posted on a Settlement Website to be created by the Settlement Administrator. The Settlement Administrator shall also establish a toll-free phone line for Settlement Class Members to call in order to receive information about the Settlement. Finally, before the end of the Claims Period, the Settlement Administrator shall send the Reminder Notice to all Settlement Class Members for whom an email address is included in the Class List.

Claims Process and Distribution Plan

18. The Settlement establishes a process for assessing and determining the validity of three types of claims (Reimbursement for Ordinary Losses, Reimbursement for Extraordinary Losses, and an Alternative Cash Payment) and a methodology for paying Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves this process and the proposed Settlement Benefits Plan.

19. Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice, the Claim Form, and the Settlement Agreement.

Exclusions from the Class

20. Any Settlement Class Member who wishes to be excluded from the Settlement must mail a written notification of the intent to exclude themselves to the Settlement Administrator, at

the address provided in the Notice, postmarked no later than sixty (60) days after the Notice Deadline (the "Opt-Out Deadline") and sent via first class postage pre-paid United States mail. The written request for exclusions must include the name of this Litigation (*Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.)), or a decipherable approximation thereof; the full name, mailing address, telephone number, and signature of the Settlement Class Member; and the words "Opt-Out" or "Request for Exclusion" at the top of the document or a clear and unequivocal statement in the body of the document requesting exclusion from the Settlement. If a person files a request for exclusion on behalf of a Settlement Class Member on whose behalf the person is legally authorized to act, the written request for exclusion must include the name of this Litigation (*Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.)), or a decipherable approximation thereof; the full name and address of the Settlement Class Member; the words "Opt-Out" or "Request for Exclusion" at the top of the document or a clear and unequivocal statement in the body of the document requesting exclusion from the Settlement; the person's name, address, telephone number, signature, and relationship to the Settlement Class Member; an attestation that the person is legally authorized to make the request for exclusion on behalf of the Settlement Class Member and a description of the basis for that authority; and the person's signature.

21. All Settlement Class Members who submit valid and timely notices of their intent to be excluded from the Settlement shall not receive any benefits of or be bound by the terms of the Settlement. Any Settlement Class Member that does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement. If final judgment is entered, any Settlement Class Member that has not submitted a timely, valid written notice of exclusion from the Settlement (in accordance with the requirements of the Settlement) shall be bound by (a) all subsequent proceedings, orders, and judgments in this matter, (b) the Settlement,

including, but not limited to, the releases and waivers set forth in the Settlement Agreement, and (c) the Final Approval Order and the Judgment.

Objections to the Settlement

22. A Settlement Class Member who complies with the requirements of this Order may object to the Settlement, the request of Settlement Class Counsel for an award of attorneys' fees and expenses, and/or the request for a Service Award.

23. No Settlement Class Member shall be heard and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court unless the objection is (a) filed with the Court by the Objection Deadline; or (b) mailed first-class postage prepaid to the Clerk of Court at the address listed in the Notice, and postmarked no later than the Objection Deadline, which shall be sixty (60) days after the Notice Deadline, as specified in the Notice. For the objection to be considered by the court, the objection shall include:

a. The name of this Litigation (*Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.)), or a decipherable approximation thereof;

b. the objector's full name, mailing address, and telephone number;

c. the full name, address, telephone number, and email address of the objector's counsel (if the objector is represented by counsel);

d. A statement describing the grounds for the objection with specificity;

e. A statement confirming whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;

f. A statement confirming whether the objector intends to appear at the Final Approval Hearing and, if so, whether the objector will appear in person or through counsel; and

g. The signature of the objector or of an individual authorized to act on the objector's behalf.

24. If the objector wishes to call witnesses or present evidence at the Final Approval Hearing, the objection shall also include:

a. A list identifying each witness the objector intends to call, with each witness's address and phone number; and

b. A detailed description of the testimony that each witness will offer at the hearing.

25. Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights it may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments, including, but not limited to, the releases and waivers in the Settlement Agreement, if finally approved. Any Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out and the objection shall be deemed null and void.

Stay of Proceedings

26. Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and the Judgment, or until further order of this Court.

Continuance of Final Approval Hearing

27. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

Actions by Settlement Class Members

28. The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against The Bank of Canton related to the MOVEit Security Incident.

Final Approval Hearing

29. Final Approval Hearing shall take place before the Court on _______________, 2025 at _______ a.m./p.m. in Courtroom ____ before Judge Allison D. Burroughs of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse 1 Courthouse Way, Boston, Massachusetts 02210, to determine, among other things, whether: (a) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Litigation should be dismissed with prejudice as to the Defendant Released Parties; (b) Settlement Class Members should be bound by the releases and waivers set forth in the Settlement Agreement; (c) the proposed Final Approval Order and the proposed Judgment should be entered; (d) the application of Class Counsel for an award of attorneys' fees and expenses should be approved; and (e) the application for a Service Award to the Settlement Class Representative should be approved. Any other matters that the Court deems necessary and appropriate will also be addressed at the hearing.

30. Settlement Class Counsel shall submit their application for fees, costs, and expenses and the application for Service Awards at least twenty-one (21) days before the Objection Deadline. Objectors, if any, shall file any response to Class Counsel's motions no later than seventeen (17) days prior to the Final Approval Hearing. By no later than ten (10) days prior to the Final Approval Hearing, responses shall be filed, if any, to any filings by objectors, and any replies in support of final approval of the Settlement Agreement and/or Class Counsel's application for attorneys' fees and expenses and for Service Award shall be filed.

31. Any Settlement Class Member that has not timely and properly excluded himself or herself from the Settlement may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to exclude himself or herself from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described above and in the Notice.

32. The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines under the Settlement and this Order include but are not limited to the following:

Event	**Deadline**
The Bank of Canton Provides Class List to Settlement Administrator	60 days following entry of this Order
Notice Deadline	60 days after The Bank of Canton's provision of the Class List to the Settlement Administrator
Objection and Opt Out Deadlines	60 days after Notice Deadline
Claims Deadline	90 days after Notice Deadline
Motion for Attorneys' Fees and Expenses and Service Award	21 days prior to the Objection and Opt Out Deadlines
Motion for Final Approval	30 days prior to the Final Approval Hearing
Oppositions, if any, to Motion for Final Approval	17 days prior to the Final Approval Hearing
Reply in Support of Motion for Final Approval	10 days prior to the Final Approval Hearing

Event	**Deadline**
Final Approval Hearing	at least 210 days after Preliminary Approval

IT IS SO ORDERED.

____
ALLISON D. BURROUGHS
UNITED STATES DISTRICT JUDGE

Exhibit B

Notice of The Bank of Canton Data Breach Class Action Settlement

If you received notice from The Bank of Canton that your personally identifiable information was potentially compromised in the 2023 MOVEit Security Incident that occurred at Fiserv Inc., a third-party financial industry service provider, then you could get a payment from a class action settlement.

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

Please read this Notice carefully and completely, your legal rights are affected whether you act or don't act.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against The Bank of Canton. The Settlement will resolve claims against The Bank of Canton related to a May 2023 cybersecurity incident experienced by Fiserv, a financial industry service provider, in which a criminal actor allegedly used a vulnerability in Progress Software's MOVEit file transfer application to access information in Fiserv's possession. The information allegedly included personally identifiable information ("PII") of customers of The Bank of Canton.

- Under the proposed Settlement, you may be eligible to receive either: (1) reimbursement of ordinary losses up to $2,500 and reimbursement of extraordinary losses up to $10,000; or (2) an alternative cash payment of $100. (These payments are subject to *pro rata* adjustment based on total claim submission.) To receive a payment, you must complete and timely submit a Claim Form.

- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a payment.	Online or Postmarked by [Month xx, xxxx].
EXCLUDE YOURSELF BY OPTING OUT	Get no payment. Keep your right to file your own lawsuit against The Bank of Canton for the same claims resolved by this Settlement.	Postmarked by [Month xx, xxxx].

OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on [Month xx, xxxx] about the fairness of the Settlement, with or without your own attorney.	Postmarked by [Month xx, xxxx].
DO NOTHING	Get no payment and be bound by the terms of the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because you have been identified as a person whose PII may have been impacted by the 2023 MOVEit Security Incident that impacted The Bank of Canton. A similarly situated individual, Plaintiff Stephen Gilmore ("Plaintiff") brought a proposed class action lawsuit against The Bank of Canton in 2023, alleging that The Bank of Canton was negligent due to its data security practices. The Bank of Canton denies the allegations and denies that it would be found liable. The parties have now reached a proposed settlement of the lawsuit.

A court authorized this notice because you have a right to know about your rights under the proposed class action Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows, and the pending legal claims against The Bank of Canton will be released and dismissed.

This package explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. Judge Allison D. Burroughs of the United States District Court for the District of Massachusetts is in charge of this case. The case is *Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.), which has been transferred to and coordinated with, *In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ABD (D. Mass.).

2. What is this lawsuit about?

This matter is a putative class action (the "Litigation") arising from the MOVEit Security Incident that impacted The Bank of Canton on or around May 27, 2023, whereby cybercriminals allegedly gained unauthorized access to the MOVEit file transfer software that was used by a third-party service provider of The Bank of Canton, resulting in potential access to the PII of The Bank of Canton customers, including, potentially, account name, account number(s), and Social Security numbers. The lawsuit asserts various common law claims against The Bank of Canton for alleged negligent data security practices.

The Bank of Canton denies any allegation of wrongdoing and denies that Plaintiff would prevail or be entitled to any relief should this matter proceed to be litigated.

3. What is a class action?

In a class action one or more people called "Class Representative(s)" sue on behalf of themselves and other people who have similar claims. This group of people is called the "class," and the people in the class are called "Settlement Class Members" or the "Settlement Class." One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the class. The person or persons who sue are called the Plaintiff(s). The entity sued—The Bank of Canton—is called the Defendant.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or The Bank of Canton. Instead, both sides agreed to a settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Settlement Class Representative and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class is defined as: "all current, former, and/or prospective customers of The Bank of Canton in the United States whose Personally Identifiable Information was included in files impacted by the MOVEit Security Incident."

6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: (i) The Bank of Canton and The Bank of Canton's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; (iii) Class Counsel, their staff members, and their immediate family; and (iv) any individual not included in the Class List.

7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator at [phone number], or you can visit CantonSettlement.com for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement, The Bank of Canton will pay $300,000 into a Settlement Fund, which will be used to pay all valid claims made by Settlement Class Members, notice and administration costs, a service award to the Settlement Class Representative (if approved by the Court), and Class Counsel's attorneys' fees and expenses (if approved by the Court). Settlement Class Members may file a claim to receive either (1) reimbursement of ordinary losses up to $2,500 and reimbursement of extraordinary losses up to $10,000; or (2) an alternative cash payment of $100.

If the total value of all valid claims exceeds the Net Settlement Fund (the monies remaining in the Settlement Fund after the notice and administration costs, service award, and attorneys' fees and expenses are deducted), the Settlement Administrator shall reduce all Settlement Payments on a *pro rata* basis to the highest amount that will allow all Approved Claims to be paid using the Net Settlement Fund available. In the event all valid claims do not exhaust the Net Settlement Fund, the Settlement Administrator, prior to distribution of the Alternative Cash Payments, shall increase the value of the Alternative Cash Payments on a *pro rata* basis until the Net Settlement Fund is exhausted. No part of the Settlement Fund will revert back to The Bank of Canton.

9. What can I get from the Settlement?

Settlement Class Members may file a claim for the following settlement benefits:

Reimbursement of Ordinary Losses: Settlement Class Members may file a claim for reimbursement of ordinary losses up to Two Thousand and Five Hundred United States Dollars ($2,500.00) (inclusive of up to four (4) hours of lost time at $25 per hour (up to $100 total)) incurred as a result of the MOVEit Security Incident. Such ordinary losses include, but are not limited to, (1) bank fees, long distance phone calls, cell phone charges (only if charged by the minute), data charges (only if based on the amount of data used), postage, or gasoline for local travel, and (2) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between May 27, 2023 and the date of the close of the Claims Period.

Reimbursement of Extraordinary Losses: Settlement Class Members may submit a claim for up to Ten Thousand United States Dollars ($10,000.00) in compensation for proven monetary losses, professional fees (e.g., attorneys' fees and accountants' fees), and fees for credit repair services as a result of the MOVEit Security Incident.

Alternative Cash Payment: In lieu of filing claims for reimbursement of ordinary or extraordinary losses, Settlement Class Members may elect to file a claim to receive a cash payment of $100 without the need to document losses or attest to time spent as a result of the MOVEit Security Incident.

Settlement Payments are subject to *pro rata* adjustment. If the total value of all approved claims exceeds the Net Settlement Fund available for distribution to Settlement Class Members, then the Settlement Administrator will reduce all Settlement Payments on a *pro rata* basis. If the approved claims do not exhaust the Net Settlement Fund, then the Settlement Administrator will increase the Alternative Cash Payments on a *pro rata* basis until the Net Settlement Fund is exhausted.

10. What am I giving up if I stay in the Settlement Class?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against The Bank of Canton concerning the claims released by this Settlement. The "Releases and Waivers of Rights" section in the Settlement Agreement describes the legal claims that you give up if you do not exclude yourself from the Settlement. The entire text of the Settlement Agreement can be viewed at CantonSettlement.com.

How to Get a Payment – Making A Claim

11. How can I get a payment?

You must complete and submit a Claim Form. Claim Forms may be submitted online at CantonSettlement.com or mailed to the address on the form. Claim Forms must be submitted electronically or postmarked by [Month XX, XXXX].

Be sure to read the Claim Form instructions carefully, include all required information, and your signature.

The Settlement Administrator will review your claim to determine the validity and amount of your payment.

12. How much will my payment be?

The amount of your payment will depend on the approved amount of your claim and the total value of all approved claims.

If you are seeking reimbursement for ordinary and/or extraordinary expenses under the Settlement, you must describe the expenses, their amount, and when and why you incurred them. You must also attest that you incurred those losses in response to the MOVEit Security Incident in this case.

Your claim must be reasonably documented – you must enclose or upload documentation sufficient to show (1) the amount of unreimbursed loss that you suffered, and (2) why you believe that the loss was more likely than not caused by the MOVEit Security Incident in the case. Documents for financial expenses may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of the same. Personal statements or declarations are not considered reasonable documentation, but they may be used to provide clarification, context, or support for other documentation.

13. When will I get my payment?

The Court will hold a Final Approval Hearing on ________ at _____ a.m., to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning there is no further appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement Website, CantonSettlement.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed E. Michelle Drake of Berger Montague, PC, Gary F. Lynch of Lynch Carpenter, LLP, Douglas J. McNamara of Cohen Milstein Sellers & Toll PLLC, Karen H. Riebel of Lockridge Grindal Nauen PLLP, Charles E. Schaffer of Levin Sedran & Berman LLP, and Kristen A. Johnson of Hagens Berman Sobol Shapiro LLP as attorneys to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for their services.

15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will the lawyers be paid?

The attorneys representing the Settlement Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court for an award of attorneys' fees and expenses of up to twenty-five (25) percent of the Settlement Fund. Class Counsel will file their request for attorneys' fees and expenses as a percentage of the Settlement Fund.

The Settlement Class is represented by one named individual (the "Settlement Class Representative"). In addition to the benefits that the Settlement Class Representative will receive as a member of the Settlement Class – and subject to the approval of the Court – Class Counsel will request a service award, not to exceed $5,000, to the Settlement Class Representative for the efforts he has expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of attorneys' fees and expenses requested by Class Counsel and the proposed service award to the Class Representative. Class Counsel will file an application for attorneys' fees and expenses and for a service award no later than [Month xx, xxxx]. The application will be available on the Settlement Website, CantonSettlement.com, or you can request a copy by contacting the Settlement Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue The Bank of Canton on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement.

You may opt out of the Settlement by [Month xx, xxxx]. To opt out, you must send a letter or postcard via U.S. mail to the address below. You must include the following in your letter or postcard:

- The name of this Litigation (*Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.)), or a decipherable approximation thereof;
- Your full name, mailing address, telephone number, and signature; and
- The words "Opt-Out" or "Request for Exclusion" at the top of the document and/or a clear and unequivocal statement that you want to be excluded from the Settlement.

To be valid, any request for exclusion that is filed on behalf of a Settlement Class Member by a person other than the Settlement Class Member who is legally authorized to act on the Settlement Class Member's behalf must include:

- The name of this Litigation (*Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.)), or a decipherable approximation thereof;

- The full name and address of the Settlement Class Member;
- The words "Opt-Out" or "Request for Exclusion" at the top of the document and/or a clear and unequivocal statement that the Settlement Class Member wants to be excluded from the Settlement;
- The person's full name, address, phone number, and relationship to the Settlement Class Member;
- An attestation that the person is legally authorized to make the request for exclusion on behalf of the Settlement Class Member and a description of the basis for that authority; and
- The person's signature.

You must mail your opt-out request via First-Class postage prepaid U.S. Mail, postmarked no later than [Month xx, xxxx] to:

[Insert Settlement Administrator Address]

If you fail to include the required information, your request will be deemed invalid and you will be bound by the Settlement, including all releases.

18. If I am a Settlement Class Member and don't opt out, can I sue The Bank of Canton for the same thing later?

No. You must opt out of the Settlement to keep your right to sue The Bank of Canton or other released parties for any of the claims resolved by the Settlement.

19. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You cannot submit a Claim and you will not receive a payment as part of the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided and you will be deemed to have excluded yourself.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I don't like the Settlement?

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You cannot ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

Your objection must be in writing and must include:

- The name of this Litigation (*Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.)), or a decipherable approximation thereof;
- Your full name, mailing address, and telephone number;
- The full name, address, telephone number, and email address of your counsel (if you are represented by counsel);
- A statement describing the grounds for your objection with specificity;
- A statement confirming whether your objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- A statement confirming whether you intend to appear at the Final Approval Hearing and, if so, whether you will appear in person or through counsel;
- Your signature or the signature of an individual authorized to act on your behalf.

If the Objector or his or her counsel intend to call witnesses or present evidence at the Final Approval Hearing, the objection also must contain a list identifying each witness and a detailed description of the anticipated testimony that each witness will offer at the hearing.

Any objection must be either filed electronically with the Court or mailed to the Clerk of Court at the address set forth below. The objection must be filed with the Court – or, if mailed, it must be postmarked – no later than [Month xx, xxxx].

United States District Court
for the District of Massachusetts
Clerk of Court
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

21. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement.

Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

THE COURT'S FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ a.m. on ____________, in Courtroom 17, 5th Floor at the federal courthouse located at 1 Courthouse Way, Boston, Massachusetts 02210 before Judge Allison D. Burroughs. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; whether to approve Class Counsel's application for attorneys' fees and expenses; and whether to approve the service award to the Settlement Class Representative(s). If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this notice. The date of the Final Approval Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, CantonSettlement.com, for updates. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.mad.uscourts.gov.

Class Counsel will file a motion for final approval of the Settlement by [Month xx, xxxx]. Objectors, if any, must file any response to Class Counsel's motion by [Month xx, xxxx]. Responses to any objections and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses, and Service Award will be filed by [Month xx, xxxx].

23. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a statement in your written objection (*see* Question 20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. You cannot speak at the hearing if you opt out or exclude yourself from the Settlement.

IF I DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not get any money from this Settlement, and you will not be able to sue The Bank of Canton or other released parties for the claims released by the Settlement Agreement.

GETTING MORE INFORMATION

26. Are more details about the Settlement available?

This notice summarizes the proposed Settlement – more details are in the Settlement Agreement and other case documents available at CantonSettlement.com, by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.mad.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Massachusetts, 1 Courthouse Way, Suite 2300 Boston, Massachusetts 02210, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

27. How do I get more information?

Visit the website, CantonSettlement.com, where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Settlement Administrator, Epiq, at _______________ or by writing to ____________, Attn: Bank of Canton Settlement at:

[Insert Settlement Administrator Address]

Speak with Class Counsel by calling (412) 322-9343 or by writing to: Bank of Canton Class Action, Lynch Carpenter, LLP, Attn: Gary F. Lynch, 1133 Penn Avenue, 5th Floor, Pittsburgh, PA 15222.

PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Exhibit C

Notice of The Bank of Canton Data Breach Class Action Settlement

A Settlement has been proposed in a class action lawsuit about a data breach that potentially compromised your personally identifiable information.

XXX

Settlement Administrator
PO Box xxxxx
City, ST xxxxx-xxxx

<<BARCODE>>
<<ClaimID>>
<<First Name>><<Last Name>>
<<Address1>>
<<Address2>>
<<City>><<ST>><<Zip>>

A Settlement has been proposed in a class action lawsuit against The Bank of Canton. The Settlement will resolve claims against The Bank of Canton related to a May 2023 cybersecurity incident experienced by Fiserv, a financial industry service provider, in which a criminal actor allegedly used a vulnerability in Progress Software's MOVEit file transfer application to access information in Fiserv's possession. The information allegedly included personally identifiable information ("PII") of customers of The Bank of Canton. The Bank of Canton denies any allegation of wrongdoing.

Who's Included? You are included in the Settlement as a "Settlement Class Member" because you have been identified as a person whose PII may have been accessed or exposed during the MOVEit Security Incident.

What does the Settlement provide? Under the Settlement, The Bank of Canton will pay $300,000 into a Settlement Fund, which will be used to pay all valid claims made by Settlement Class Members, notice and administration costs, service award, and attorneys' fees and expenses. Settlement Class Members may submit a claim to receive either (a) a cash payment of $100 or (b) reimbursement of ordinary losses up to $2,500 and extraordinary losses up to $10,000 (with sufficient documentation). The payments to Settlement Class Members who submit a valid claim are subject to pro rata adjustment based on the total claim submission.

How do I get a Payment? You must complete and submit a Claim Form by [**Month XX, XXXX**]. Claim Forms may also be submitted online at CantonSettlement.com or printed from the website and mailed to the address on the form.

What are my other options? If you do nothing, your rights will be affected, and you won't get a payment. If you don't want to be legally bound by the Settlement, you must exclude yourself from it by [**Month XX, XXXX**]. Unless you exclude yourself, you won't be able to sue or continue to sue The Bank of Canton for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the settlement (*i.e.*, don't exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by **[Month XX, XXXX]**. More information about these options is available at CantonSettlement.com.

The Final Approval Hearing. The Court will hold a Final Approval Hearing in this case (*Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.)) on **[Month XX, XXXX]**. At the hearing, the Court will decide whether to approve the Settlement; Class Counsel's request for attorneys' fees and expenses; and a service award to the Settlement Class Representative (up to $5,000 total). You or your lawyer may appear at the hearing at your own expense.

Questions? Go to CantonSettlement.com or call [phone number].

Exhibit D

To:
From:
Subject: The Bank of Canton MOVEit Security Incident Data Breach Class Action Settlement

File your claim for up to $100 or more by [Month XX, XXXX]

You may have recently received a mailed or emailed notice of a class action settlement in Massachusetts federal court regarding the MOVEit Security Incident that impacted The Bank of Canton (the "Settlement"). If so, according to the terms of that notice, you may be eligible to receive **either:** (1) reimbursement of ordinary losses up to $2,500 and reimbursement of extraordinary losses up to $10,000; **or** (2) an alternative cash payment of $100. (These payments are subject to *pro rata* adjustment based on total claim submission.) To receive a payment, you must complete and submit a claim form. Submit the claim form you received in the mail or file your claim at CantonSettlement.com. Your claim form must be postmarked or submitted online by [**Month XX, XXXX]**.

For more information visit the website, CantonSettlement.com, where you will find more information, including the claim form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Questions? Go to CantonSettlement.com or call [phone number].

Exhibit E

Your claim must be submitted online or <u>postmarked by</u>: **[MONTH, XX, XXXX]**	**CLAIM FORM FOR THE BANK OF CANTON DATA BREACH SETTLEMENT** *Gilmore v. The Bank of Canton* Case No. 1:23-cv-12711 (D. Mass.)	**THE BANK OF CANTON**

USE THIS FORM <u>ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS</u> TO MAKE A CLAIM FOR FINANCIAL COMPENSATION

<u>GENERAL INSTRUCTIONS</u>

If you were notified by The Bank of Canton that your personally identifiable information was potentially impacted by the MOVEit Security Incident that resulted from an alleged vulnerability in the third-party file transfer software, MOVEit Transfer (the "MOVEit Security Incident"), you are a member of the Settlement Class and eligible to complete this Claim Form to request **<u>either</u>**: (1) compensation for documented unreimbursed out-of-pocket expenses of up to $2,500 ("Ordinary Losses"), including up to four (4) hours of lost time at $25 per hour, and/or monetary losses up to a total of $10,000 ("Extraordinary Losses"); **<u>or</u>** (2) an alternative cash payment of $100 without the need to prove any loss. (These payments are subject to *pro rata* adjustment based on total claim submission.) You cannot receive the alternative cash payment if you are seeking compensation for Ordinary Losses or Extraordinary Losses.

<u>Ordinary Losses</u> include the following:

1. Out-of-pocket expenses incurred as a result of the MOVEit Security Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after May 27, 2023 through **[insert end of Claims Period]**; and
3. Lost Time spent dealing with the MOVEit Security Incident ($25 per hour for up to four (4) hours).

<u>Extraordinary Losses</u> include compensation for proven monetary losses, professional fees (including attorneys' fees and accountants' fees), and fees for credit repair services incurred as a result of the MOVEit Security Incident. A claim for Reimbursement of Extraordinary Losses is one not covered by one or more of the Reimbursement of Ordinary Losses categories.

<u>Limitations on Ordinary Losses and Extraordinary Losses:</u> Compensation for the above Ordinary Losses and/or Extraordinary Losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the MOVEit Security Incident;
- The loss occurred between May 27, 2023 and **[insert end of Claims Period]**; and
- You submit reasonable documentation in support of any claimed loss (except for loss time). Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

<u>Alternative Cash Payment.</u> In lieu of claiming compensation for Ordinary Losses or Extraordinary Losses, Settlement Class Members may elect to receive a one-time payment of $100 without the need to prove any loss.

<u>Pro Rata Adjustments:</u> If the total value of Approved Claims exceeds the Net Settlement Fund, all Settlement Payments will be reduced on a pro rata basis. If the value of Approved Claims does not exhaust the Net Settlement Fund, the value of any Alternative Cash Payments for Approved Claims will be increased on a pro rata basis.

Your claim must be submitted online or postmarked by: [MONTH, XX, XXXX]

CLAIM FORM FOR THE BANK OF CANTON DATA BREACH SETTLEMENT

Gilmore v. The Bank of Canton
Case No. 1:23-cv-12711 (D. Mass.)

THE BANK OF CANTON

READ CAREFULLY: Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

This Claim Form may be submitted electronically *via* the Settlement Website at **CantonSettlement.com** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name	**Middle Initial**	**Last Name**

Street Address

City	**State**	**Zip Code**

Email Address	**Telephone Number**

II. PROOF OF CLASS MEMBERSHIP

Enter the Claimant ID Number provided on your Notice:

Claimant ID Number

Your claim must be submitted online or postmarked by: [MONTH, XX, XXXX]

CLAIM FORM FOR THE BANK OF CANTON DATA BREACH SETTLEMENT

Gilmore v. The Bank of Canton
Case No. 1:23-cv-12711 (D. Mass.)

THE BANK OF CANTON

III. COMPENSATION FOR ORDINARY LOSSES

Members of the Settlement Class who submit a valid claim using this Claim Form are eligible for reimbursement of the following **documented** out-of-pocket expenses, not to exceed $2,500 including Lost Time, as a result of the MOVEit Security Incident:

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
○ Out-of-pocket expenses incurred as a result of the MOVEit Security Incident, including bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.	__/__/__ (mm/dd/yy) __/__/__ (mm/dd/yy)	$______.__ $______.__
Examples of Supporting Documentation: *Phone bills, gas receipts, postage receipts; list of locations to which you traveled (e.g., police station, IRS office), why you traveled there (e.g., police report or letter from IRS) and number of miles traveled.*		
○ Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after May 27, 2023 through **[insert end of Claims Period]**.	__/__/__ (mm/dd/yy) __/__/__ (mm/dd/yy)	$______.__ $______.__
Examples of Supporting Documentation: *Receipts or account statements reflecting purchases made for Credit Monitoring or Identity Theft Insurance Services.*		

Your claim must be submitted online or postmarked by: [MONTH, XX, XXXX]

CLAIM FORM FOR THE BANK OF CANTON DATA BREACH SETTLEMENT

Gilmore v. The Bank of Canton
Case No. 1:23-cv-12711 (D. Mass.)

THE BANK OF CANTON

Members of the Settlement Class who have spent time dealing with the MOVEit Security Incident may claim up to four (4) hours for lost time at a rate of $25 per hour.

Hours claimed (up to 4):

□ **1 Hour ($25)** □ **2 Hours ($50)** □ **3 Hours ($75)** □ **4 Hours ($100)**

Attestation (You must check the below to obtain compensation for lost time)

☐ I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the MOVEit Security Incident between **May 27, 2023** and **[insert end of Claims Period]**.

IV. COMPENSATION FOR EXTRAORDINARY LOSSES

Members of the Settlement Class who submit a valid claim using this Claim Form are eligible for reimbursement of the following **documented** extraordinary losses, not to exceed $10,000, as a result of the MOVEit Security Incident:

Cost Type (Fill all that apply)	**Approximate Date of Loss**	**Amount of Loss**
○ Other proven monetary losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, incurred as a result of the MOVEit Security Incident.	__ __ / __ __ / __ __ (mm/dd/yy) __ __ / __ __ / __ __ (mm/dd/yy)	$ __ __ __ __ __ . __ __ $ __ __ __ __ __ . __ __

Examples of Supporting Documentation: *Invoices or statements reflecting payments made for professional fees/services.*

V. ALTERNATIVE CASH PAYMENT

As an alternative to claiming compensation for Ordinary Losses and Extraordinary Losses above, members of the Settlement Class who submit a valid and timely claim may elect to receive a one-time $100 payment (subject to *pro rata* reduction or increase based on total claim submission) without the need to document losses or attest to time spent as a result of the MOVEit Security Incident. To claim this alternative cash payment, please check the box below.

NOTE: The alternative cash payment cannot be combined with claims for reimbursement of Ordinary Losses, Lost Time, and/or Extraordinary Losses, and by checking the box below, you will forfeit any other claim for compensation included in this Claim Form.

☐ Check this box if you wish to receive an alternative cash payment of up to $100.

Your claim must be submitted online or <u>postmarked by</u>: [MONTH, XX, XXXX]

CLAIM FORM FOR THE BANK OF CANTON DATA BREACH SETTLEMENT

Gilmore v. The Bank of Canton
Case No. 1:23-cv-12711 (D. Mass.)

THE BANK OF CANTON

VI. PAYMENT SELECTION

Please select **<u>one</u>** of the following payment options, which will be used should you be eligible to receive a settlement payment:

☐ **PayPal** - Enter your PayPal email address: ____

☐ **Venmo -** Enter the mobile number associated with your Venmo account: __ __ __-__ __ __-__ __ __ __

☐ **Zelle -** Enter the mobile number or email address associated with your Zelle account:

Mobile Number: __ __ __-__ __ __-__ __ __ __ or Email Address: ______________________________

☐ **Physical Check -** Payment will be mailed to the address provided above.

VII. MEDICARE BENEFICIARY

Were you a Medicare beneficiary during the time period of May 27, 2023 to the present? (check one)

☐ Yes ☐ No

If you are a Medicare beneficiary receiving more than $750 under this settlement, the Settlement Administrator may need to contact you for additional information related to Medicare reporting requirements.

VIII. ATTESTATION & SIGNATURE

I swear and affirm under penalty of perjury that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

______________________	______________________	______________________
Signature	Printed Name	Date

Exhibit F

K UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE: MOVEIT CUSTOMER DATA SECURITY BREACH LITIGATION	MDL No. 1:23-md-03083-ADB-PGL Judge Allison D. Burroughs
This Document Relates To: STEPHEN GILMORE, on behalf of himself and all others similarly situated, Plaintiff, v. THE BANK OF CANTON and PROGRESS SOFTWARE CORPORATION, Defendant.	C.A. No. 1:23-cv-12711-ADB

[PROPOSED] FINAL APPROVAL ORDER

WHEREAS, a Settlement Agreement, dated as of __________ (the "Settlement Agreement"), was made and entered into by and among the following Parties: (i) Plaintiff Stephen Gilmore (the "Settlement Class Representative"), individually and on behalf of the Settlement Class Members, by and through E. Michelle Drake of Berger Montague, PC, Gary F. Lynch of Lynch Carpenter, LLP, Douglas J. McNamara of Cohen Milstein Sellers & Toll PLLC, Karen H. Riebel of Lockridge Grindal Nauen PLLP, Charles E. Schaffer of Levin Sedran & Berman LLP, and Kristen A. Johnson of Hagens Berman Sobol Shapiro LLP (collectively, "Class Counsel"); and (ii) The Bank of Canton ("The Bank of Canton" or "Defendant"), by and through The Bank of Canton's counsel, Brooks Brown, W. Kyle Tayman, and Jordan L. Moran of Goodwin Procter LLP ("The Bank of Canton's Counsel"); and

WHEREAS, on _______ 2025, the Court entered an Order of Preliminary Approval ("Preliminary Approval Order") that, among other things, (a) preliminarily certified, pursuant to

Federal Rule of Civil Procedure 23, a class for the purposes of settlement only; (b) approved the form of notice to Settlement Class Members, and the method of dissemination thereof; (c) directed that the notice of the Settlement be disseminated to the Settlement Class; and (d) set a hearing date for final approval of the Settlement; and

WHEREAS, the notice to the Settlement Class ordered by the Court has been disseminated as ordered, according to the declaration of the Settlement Administrator filed with the Court on __________; and

WHEREAS, the CAFA Notice ordered by the Court has been provided, according to the declaration of the Settlement Administrator filed with the Court on____________; and

WHEREAS, on ________, a final approval hearing was held on whether the settlement set forth in the Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Settlement Class, such hearing date being a due and appropriate number of days after such notice to the Settlement Class and the requisite number of days after CAFA notice was issued; and

NOW THEREFORE, having reviewed and considered the submissions presented with respect to the settlement set forth in the Settlement Agreement and the record in these proceedings, having heard and considered the evidence presented by the parties and any non-party objectors, as well as the arguments of counsel, and having determined that the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement and the Preliminary Approval Order.

2. The Court finds that it has personal and subject-matter jurisdiction over this matter, the Parties, and all Settlement Class Members.

3. The Settlement was entered into in good faith following arm's-length negotiations and is non-collusive.

4. The Settlement is, in all respects, fair, reasonable, and adequate, and is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

5. This Court grants final approval of the Settlement, including but not limited to the releases in the Settlement and the plans for distribution of the settlement relief, including the Settlement Benefits Plan. The Court finds that the Settlement is in all respects fair, adequate, and reasonable, including with respect to its opt-out provisions, and in the best interests of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement, this Final Approval Order, and the Judgment.

6. The Settlement Agreement, and each and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

7. Settlement Representative, The Bank of Canton, the Settlement Administrator, and Settlement Class Members shall consummate the Settlement according to the terms of the Settlement Agreement.

Objections and Opt-Outs

8. __ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement approval and the objections are hereby overruled in all respects.

9. All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including, but not limited to, by appeal, collateral attack, or otherwise.

10. A list of those Settlement Class Members who have timely and validly elected to opt out of the Settlement and the Settlement Class in accordance with the requirements in the Settlement (the "Opt-Out Members") has been submitted to the Court in the Declaration of _____________, filed in advance of the final approval hearing. That list is attached as Exhibit A to this Order. The persons listed in Exhibit A are not bound by the Settlement, this Final Approval Order, or the Judgment, and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in Exhibit A shall be deemed not to be Plaintiff Releasing Parties.

Class Certification

11. For purposes of the Settlement, this Final Approval Order, and the Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All current, former, and/or prospective customers of The Bank of Canton in the United States whose Personally Identifiable Information was included in files impacted by the MOVEit Security Incident.

Excluded from the Settlement Class are (i) The Bank of Canton and The Bank of Canton's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; (iii) Class Counsel, their staff members, and their immediate family; and (iv) any individual not included in the Class List.

12. The Court determines that, for settlement purposes only, the Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representative are typical of absent Settlement Class Members; that the Settlement Class Representative has and will fairly and adequately protect the interests of the Settlement Class as he has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

13. For settlement purposes only, the Court grants final approval to the appointment of Plaintiff Stephen Gilmore as the Settlement Class Representative. The Court concludes that the Settlement Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

14. For settlement purposes only, the Court grants final approval to the appointment, pursuant to Rule 23(g), of E. Michelle Drake of Berger Montague, PC, Gary F. Lynch of Lynch Carpenter, LLP, Douglas J. McNamara of Cohen Milstein Sellers & Toll PLLC, Karen H. Riebel of Lockridge Grindal Nauen PLLP, Charles E. Schaffer of Levin Sedran & Berman LLP, and Kristen A. Johnson of Hagens Berman Sobol Shapiro LLP, as Class Counsel for the Settlement Class.

Notice to the Settlement Class

15. The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under

the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, their right to exclude themselves, their right to object to the Settlement and appear at the Final Approval Hearing, and of these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, constitutional due process, and any other legal requirements.

16. The CAFA Notice provided by the Settlement Administrator met all requirements of the Act.

17. The Settlement Class Representative and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the settlement set forth in the Settlement Agreement.

18. All objections to the settlement set forth in the Settlement Agreement having been considered and having been found either to be mooted by the settlement or not supported by credible evidence, the settlement set forth in the Settlement Agreement is in all respects, fair, adequate, reasonable, proper, and in the best interests of the Settlement Class, and is hereby approved.

19. Every Settlement Class Member who exercised their right to opt out of the Settlement is hereby excluded from the Settlement Class.

20. Each Released Claim of each Plaintiff Releasing Party is hereby extinguished as against the Defendant Released Parties.

Award of Attorneys' Fees and Service Awards

21. The Court having considered Plaintiff's Motion for Attorney's Fees and Expenses hereby grants the Motion and awards Class Counsel (as well as any agents, vendors or experts with which they may have worked on this matter) $__________ for their fees and expenses in the case,

hereby extinguishing any claims for any such fees, costs or expenses as against the Defendant Released Parties. Class Counsel's fee and expense award shall be paid in accordance with the Settlement Agreement. The Court finds the amount of fees and expenses to be fair and reasonable.

22. The Court grants Settlement Class Representative a Service Award in the amount of $5,000. The Service award shall be paid in accordance with the Settlement Agreement. The Court finds that this payment is justified by his service to the Settlement Class.

23. This award of attorneys' fees and costs, and Service Award is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

Other Provisions

24. The Parties to the Settlement shall carry out their respective obligations thereunder.

25. Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to the Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement.

26. As of the Effective Date, each Released Claim of each Plaintiff Releasing Party is hereby extinguished as against the Defendant Released Parties. Excluded from the Released Claims are any claims against Progress. Also excluded from Released Claims are any claims against Fiserv, Inc.

27. As of the Effective Date, the Defendant Released Parties will be deemed to have been completely released and forever discharged from the Released Claims.

28. The Settlement Class Representatives and Settlement Class Members are enjoined from prosecuting any Released Claims in any proceeding against any of the Defendant Released Parties or prosecuting any claim based on any actions taken by any of the Defendant Released Parties that are authorized or required by this Settlement, the Final Approval Order, or the

Judgment. The Defendant Released Parties may plead the Settlement, this Final Approval Order, and/or the Judgment as a complete defense to any proceeding subject to this section.

29. This Final Approval Order, the Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against The Bank of Canton or any other Defendant Released Party of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind, or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Litigation.

30. This Final Approval Order, the Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered, received, or admissible in evidence in any action or proceeding, or be used in any way, as an admission, concession or evidence of any liability or wrongdoing of any nature or that Plaintiff or any Settlement Class Member has suffered any damage; *provided*, *however*, that nothing in the foregoing, the Settlement, this Final Approval Order, or the Judgment shall be interpreted to prohibit the use of the Settlement, this Final Approval Order, and/or the Judgment in a proceeding to consummate or enforce the Settlement, this Final Approval Order, or the Judgment (including all releases and waivers in the Settlement, the Final Approval Order, and the Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

31. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order and the Judgment) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted out or any other person subject to the provisions of this Final Approval Order and the Judgment.

32. The Court hereby dismisses the Litigation and all claims therein on the merits and with prejudice as to The Bank of Canton, without fees or costs to any Party except as provided in this Final Approval Order and the Judgment.

33. Consistent with the Settlement, in the event the Effective Date does not occur, this Final Approval Order and the Judgment shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement Agreement: this Final Approval Order and the Judgment and all orders entered in connection herewith shall be vacated and null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and the Judgment shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into the Settlement. In such an event, the Parties shall be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

34. Without affecting the finality of this Final Approval Order and the Judgment in any way, this Court retains continuing jurisdiction over the Parties and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlement Agreement as set forth in the Settlement Agreement.

IT IS SO ORDERED.

____
ALLISON D. BURROUGHS
UNITED STATES DISTRICT JUDGE

Exhibit G

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE: MOVEIT CUSTOMER DATA SECURITY BREACH LITIGATION	MDL No. 1:23-md-03083-ADB
This Document Relates To: STEPHEN GILMORE, on behalf of himself and all others similarly situated, Plaintiff, v. THE BANK OF CANTON and PROGRESS SOFTWARE CORPORATION, Defendant.	C.A. No. 1:23-cv-12711-ADB

[PROPOSED] JUDGMENT

IT IS HEREBY ORDERED AND ADJUDGED that pursuant to the Final Approval Order:

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement.

2. The Settlement Agreement, the Final Approval Order, and this Judgment are binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in the Final Approval Order) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted out of the Settlement or any other person subject to the provisions of the Final Approval Order.

3. The above-captioned action is dismissed with prejudice as to The Bank of Canton only, without fees or costs as to any Party except as provided in the Final Approval Order. The claims against Progress Software Corporation remain pending and shall continue.

4. The Settlement Class Representative and Settlement Class Members (who have not timely and validly opted out of the Settlement) are enjoined from prosecuting any Released Claims in any proceeding against any of the Defendant Released Parties or prosecuting any claim based on any actions taken by any of the Defendant Released Parties that are authorized or required by the Settlement, the Final Approval Order, or this Judgment.

5. Pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Court finds that there is no just reason for delay in entering final judgment as to The Bank of Canton.

NOW, THEREFORE, the Court hereby enters judgment as to The Bank of Canton pursuant to Rule 54(b) and Rule 58 of the Federal Rules of Civil Procedure.

IT IS SO ORDERED.

ALLISON D. BURROUGHS
UNITED STATES DISTRICT JUDGE