

**Notice of Fraudulent Activity**

This Agreement is made and entered into by and between

\_\_\_\_\_ "Bank" and \_\_\_\_\_ (the "Indemnifying Bank")

On "DATE" the following erroneous/improper/unauthorized transaction(s) occurred, resulting in funds being deposited at "Receiving Bank Name":

Amount: \_\_\_\_\_ (the "Funds")

Bank Customer Name: Not known - name in file does not match name on the account

Bank Account Number: \_\_\_\_\_ (the "Account")

The Indemnifying Bank hereby requests "Receiving Bank Name" to debit and/or place a hold on the Account to which the Funds were deposited for the amount deposited in error or the balance in the account if less than the original transaction amount and to remit said funds to the Indemnifying Bank and/or to hold funds in the Account pending further investigation.

The Indemnifying Bank hereby agrees that any decision to debit and/or place a hold on the Account is at the discretion of "Receiving Bank Name". If "Receiving Bank Name" elects to hold the Funds in the Account and later makes a determination to release the Funds to the "Receiving Bank Name" customer, the terms of this Agreement are still in effect regardless of the Indemnifying Bank's recovery or collection of Funds.

In consideration for "Receiving Bank Name" taking the actions requested in paragraph 2 of this Agreement, the Indemnifying Bank agrees to indemnify, defend and hold "Receiving Bank Name", its officers, directors, employees and agents, harmless against and from any and all losses, damages, liabilities, claims (including but not limited to third party claims), demands, suits, actions, proceedings, judgments, obligations, penalties, costs or expenses including, without limitation, attorney fees, court costs, paid or incurred which arise directly or indirectly out of the holding and/or delivery of said funds to the Bank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatories below have been and are on the dates listed below duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Agreed To and Accepted By:

Agreed To and Accepted By:

**"Indemnifying Bank Name"**

**"Receiving Bank Name"**

(The "Indemnifying Bank")

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_