



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This agreement is made and entered into by and between Premier Bank and _____.

1. On _____, the following erroneous/improper/unauthorized transaction(s) occurred, resulting in funds being deposited at _____.
 - a. Check Number: _____
 - b. Amount: \$ _____
 - c. Customer's Name of Depositing Bank: _____
 - d. Customer's Account Number of Depositing Bank: _____
 - e. Premier Bank's Customer Name: _____
 - f. Premier Bank's Customer Account Number: _____
2. The Bank hereby requests _____ to debit the account to which the funds were deposited for the full amount in the account or the amount of the funds, whichever is less, and remit such funds to Premier Bank.
3. In consideration for _____ taking the actions requested in paragraph 2 of this agreement, Premier Bank agrees to indemnify, defend and hold _____, 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, proceeding, judgments, obligations, penalties, cost or expenses including, without limitation, attorney fees, possible costs of in-house legal services, our costs, consequential damages and punitive damages, paid or suffered or incurred which arise directly or indirectly out of or are in any way connected with the holding and delivery of said funds to Premier Bank. Premier Bank's obligation to indemnify, defend and hold _____ harmless shall continue notwithstanding any applicable statute of limitations or any claim that _____ acted with negligence or gross negligence, or that _____ engages in willful misconduct.

IN WITNESS WHEREOF, the parties have cause 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:

Signature _____
Name: _____
Title: _____
Date: _____

Signature _____
Name: _____
Title: _____
Date: _____