

**INDEMNIFICATION AGREEMENT
REQUEST FOR RETURN OF FUNDS FROM ACH TRANSACTION**

This Indemnification Agreement (this "Agreement") is made and entered into by _____ ("ODFI") and _____ ("RDFI").¹

On _____ [date of transaction], the following (e.g. erroneous, improper, unauthorized, or fraudulent) ACH transaction (the "Transaction") occurred, resulting in funds (the "Funds") being credited to a deposit account (the "Account") at RDFI:

- Requested Amount: \$ _____
- Indemnifying Bank customer name: _____
- Originating Company Identifier: _____
- Indemnified Bank Account number: _____
- Trace Number: _____

ODFI hereby requests that RDFI block access to the Funds in the Account, and/or in any other bank account to which any portion of the Funds have been transferred ("Subsequent Account"), in an amount equal to (i) the Requested Amount listed above, or (ii) the amount of the Funds still on deposit in the Account and/or Subsequent Account, whichever is lesser ("Restrained Amount"). ODFI further requests the RDFI return the Restrained Amount to ODFI via R06 code or other mutually agreed means of payment. In consideration of the foregoing, ODFI agrees to indemnify the RDFI from and against any and all claims, demands, losses, liabilities and expenses, including attorneys' fees and costs, resulting directly or indirectly from compliance by RDFI with ODFI's request. This indemnity is intended to be consistent with and in addition to the indemnity stated in Article 2, Subsection 2.12.3 of the *NACHA Operating Rules*.

This Agreement may be executed electronically or by facsimile signature of ODFI. This Agreement shall be governed by and construed in accordance with New York law.

The undersigned represents that it is authorized to enter into this Agreement on behalf of the ODFI.

ODFI: _____

Name: _____

Signature: _____

Title: _____

Date: _____

¹ ODFI and RDFI are used as defined under the *NACHA Operating Rules and Guidelines*.