

## Bank Check Stop Payment and Indemnity Agreement

Today, \_\_\_\_\_, I/we request that American Express National Bank ("AENB") stop payment on the check issued from the American  
(Date)  
Express Checking Account ending in \_\_\_\_\_ issued in the amount of \_\_\_\_\_ issued by AENB on/around  
(Last 4 of Account Number) (Amount)  
\_\_\_\_\_ and payable to \_\_\_\_\_.  
(Date) (Full name)

**This bank check (select one):**

should be replaced (select this option for closed accounts).

should be voided and the funds returned to my AENB account ending in \_\_\_\_\_ (only available to current open accounts).  
(Last 4 of Account Number)

The undersigned understands that AENB as payer of the Bank Check is under no duty to comply with the undersigned's request to stop payment thereon, and that the Bank Check represents a direct obligation of AENB. The undersigned is willing to indemnify AENB for complying with this stop payment request. In addition, the undersigned understands that, if AENB complies with this stop payment request and the Bank Check is later presented for payment by a person who has the rights of a holder in due course, the undersigned will be obligated to (a) refund or repay any amounts or other value given to the holder in due course by AENB if the Bank Check is paid or (b) pay the amount of the Bank Check to the person who has the rights of a holder in due course if the Bank Check is dishonored.

In consideration of AENB's compliance with this stop payment request, the undersigned hereby agrees to defend, indemnify, and save AENB harmless from and against any and all claims, demands, actions, proceedings, judgments, losses, damages counsel fees, payments, expenses, and liabilities which AENB may sustain or incur as a result of, or in any way relating to, its compliance with this request. The undersigned's liability under this agreement shall accrue immediately upon presentation of the Bank Check for payment and/or the assertion by any person of any right, title, or interest in, to, or under the Bank Check (whether groundless or otherwise), without regard to the manner or procedure in or by which such presentment or assertion is made. If the Bank Check is presented for payment, AENB may pay (or permit the drawee of the Bank Check to pay) the person presenting the Bank Check without notice to or consent from the undersigned, and in no event will any such payment affect AENB's rights against the undersigned, whether under this agreement or otherwise.

This agreement is binding upon the undersigned, its successors and assigns and shall inure to the benefit of AENB and its successors and assigns. This agreement shall be governed by and construed in accordance with the substantive laws of the State of Utah (excluding choice of law principles).

By signing below, I/we represent and warrant to AENB that (a) all information I/we have provided to AENB in connection with this stop payment request is true, accurate, and complete, (b) I/we am/are the person(s) who purchased the Bank Check from AENB or the payee of the Bank Check (as applicable), (c) I/we agree to cooperate with AENB in investigating and verifying the information provided in connection with this stop payment request, and (d) AENB is not required to comply with this stop payment request until the 90th day after the date the Bank Check was issued for (or, if later, until such time as AENB receives this stop payment request and has a reasonable opportunity to investigate and verify the information in this request).

Please keep a copy of this document for future reference.

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

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Street Address or P.O. Box Number

\_\_\_\_\_  
City, State and Zip Code

**If you have questions, please call 1-877-221-2639**

American Express National Bank. Member FDIC.