

HOLD HARMLESS AND INDEMNITY AGREEMENT

V1.1_12_05_18

Customer: BOULDER COUNTY COLORADO

Effective Date: 10/07/2022

This Hold Harmless and Indemnity Agreement (this "**Agreement**") is made and entered into by and between Customer (as identified above) and JPMorgan Chase Bank, N.A. ("**JPMC**"). This Agreement shall be legally binding and effective upon the Effective Date (as identified above).

Customer advised JPMC that check no. 100391, in the amount of \$894,520.00 ("**Check**") drawn on their account no. 389863587 ("**Account**") was issued due to the client being fraudulently induced by a bad actor impersonating a valid vendor, resulting in the funds associated with the check ("**Funds**") being credited to a deposit account (the "**Receiving Account**") at East West Bank ("**Receiving Bank**"):

- **Check Date:** 09/09/2022
- **Requested Amount:** \$237,241.18
- **Receiving Bank Customer Name:** **BB&T**
- **Receiving Bank Account Number:** _____

Customer acknowledges that: (a) JPMC is entitled to enforce Customer's payment obligation to JPMC with respect to the Check; (b) JPMC has no obligation to enter into or deliver to the Receiving Bank a hold harmless and indemnity agreement relating to the Funds and dated on or about the date hereof, by and between JPMC and Receiving Bank (the "**Receiving Bank Agreement**"); and (c) it has requested that JPMC enter into the Receiving Bank Agreement to facilitate Receiving Bank's willingness to remit any remaining Funds in the Receiving Account to JPMC (the "**Request**").

In consideration of the foregoing, the sufficiency of which is acknowledged by Customer, the parties agree:

1. JPMC agrees (a) to comply with the Request and (b) that if it thereby recovers any Funds from Receiving Bank, to credit them to the Customer Account.
2. Customer agrees to indemnify, defend and hold JPMC and each of its direct and indirect parents, subsidiaries, affiliates, directors, officers, employees, agents, attorneys, insurers, successors, and assigns (each, an "**Indemnified JPMC Party**" and collectively, the "**Indemnified JPMC Parties**") harmless from and against any and all claims, liabilities, demands, actions, proceedings, judgments, executions, losses, damages, expenses, costs, and fees including reasonable attorneys' fees (including fees for in-house legal services) and consequential damages (collectively, "**Losses**"), of any nature whatsoever, that any of the Indemnified JPMC Parties sustain or incur, and which arise out of or are in any way connected with: the Receiving Bank Agreement; the Funds; the Check (its inducement, execution, effect or parties); the Receiving Account; or the Request. The obligations under this paragraph of the Agreement shall commence immediately and shall remain in full force and effect indefinitely.
3. Customer hereby agrees that at any time and without notice, JPMC may elect in its sole discretion to pay Receiving Bank any obligation claimed by it to be owed by JPMC under the Receiving Bank Agreement, and charge or otherwise set off such amount from any accounts held by Customer with JPMC.
4. Customer hereby waives and releases each Indemnified JPMC Party from any and all liabilities, demands, claims, offsets, defenses and counterclaims in connection with the Check and the Funds.
5. This Agreement shall be governed by and construed in accordance with the state laws governing the Customer Account; is subject to the jurisdiction of any court with jurisdiction over the Customer Account; and may be executed by facsimile or electronic signatures (which shall have the same effect as an original signature) or in counterparts, which taken together shall constitute a complete and binding agreement.

By his or her execution hereof, the signatory on behalf of Customer hereby warrants and represents that (a) he or she is duly authorized to execute this Agreement on behalf of Customer; (b) Customer has taken all action required by its organizational documents to authorize him or her to sign and deliver this Agreement; and (c) the provisions hereof are in conformity with such organizational documents and are duly authorized by Customer.

Agreed to and Accepted by:

BOULDER COUNTY COLORADO

Customer



By: _____
Signature

Printed Name: Matt Jones

Title: Commissioner

Date: 11/2/2022