# Deposit Agreement

This Deposit Agreement (the "Agreement") is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between:

* [Bank Name], a national banking association organized and existing under the laws of the United States, with its principal place of business at [Insert Bank Address] (the "Bank"), and
* [Client/Entity Full Name], an individual/entity residing at [Insert Client's Address] (the "Client").

## Recitals

WHEREAS, the Client desires to arrange the placement of deposit(s) with the Bank in an aggregate amount of at least Twelve Million United States Dollars ($12,000,000 USD);

WHEREAS, such deposit(s) may consist of funds not owned by the Client, including but not limited to multiple certificates of deposit ("CDs") held by third parties;

WHEREAS, the Bank agrees to accept such deposit(s) subject to the terms and conditions set forth herein;

WHEREAS, the Client's primary responsibilities under this Agreement are to arrange the placement of such deposit(s) and to ensure that the aggregate balance of the deposit(s) remains at or above Twelve Million United States Dollars ($12,000,000 USD) for a minimum period of twelve (12) months from the date of initial deposit;

WHEREAS, the Bank represents that all deposit(s) accepted under this Agreement will be held in accordance with applicable federal regulations, including Federal Deposit Insurance Corporation ("FDIC") insurance , and will not be subjected to any investment risks.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## 1. Definitions

For purposes of this Agreement:

a. "deposit(s)" means the funds placed with the Bank pursuant to this Agreement, which may include, without limitation, certificates of deposit (CDs), ~~savings accounts, or other deposit instruments,~~ in an aggregate principal amount of at least Twelve Million United States Dollars ($12,000,000 USD).

b. "Arranged Deposit(s)" means deposit(s) arranged by the Client, which may be owned by third parties and not by the Client.

c. "Minimum Balance Requirement" means the obligation to maintain an aggregate balance of deposit(s) at or above Twelve Million United States Dollars ($12,000,000 USD) at all times during the Term.

d. "Term" means the period commencing on the date of the initial placement of the Arranged deposit(s) and continuing for a minimum of twelve (12) months thereafter.

## 2. Obligations of the Client

a. **Arrangement** of deposit(s). The Client shall arrange the placement of the Arranged deposit(s) with the Bank in an aggregate amount of at least Twelve Million United States Dollars ($12,000,000 USD) within [Insert Timeframe, e.g., thirty (30) days] of the execution of this Agreement. Such Arranged deposit(s) may be in the form of multiple CDs or other deposit instruments and need not be owned by the Client.

b. Maintenance of Minimum Balance. The Client shall ensure that the aggregate balance of the Arranged deposit(s) does not fall below Twelve Million United States Dollars ($12,000,000 USD) at any time during the Term.

c. Compliance. The Client represents and warrants that all Arranged deposit(s) shall comply with applicable laws, including but not limited to anti-money laundering regulations, Know Your Customer (KYC) requirements, and any other federal or state banking laws. The Client shall provide the Bank with all necessary documentation and information regarding the owners of the Arranged deposit(s) to enable the Bank to fulfill its regulatory obligations.

d. No Ownership Interest. The Client acknowledges that they may not own the Arranged deposit(s) and may have no right to withdraw, transfer, or otherwise access such deposit(s).

## 3. Obligations of the Bank

a. Acceptance of deposit(s). Upon receipt of the Arranged deposit(s) and satisfactory completion of all required due diligence, the Bank shall accept such deposit(s) and hold them in accordance with standard banking practices and applicable regulations for each Arranged deposit owner.

b. No Risk to deposit(s). The Bank represents and warrants that the Arranged deposit(s) shall not be invested in any manner that subjects them to market risk, credit risk, or other forms of risk beyond those associated with standard FDIC-insured deposit accounts. All eligible deposit(s) shall be insured by the FDIC up to the applicable limits.

## 4. Representations and Warranties

a. By the Client. The Client represents and warrants that:

i. They have the full right, power, and authority to enter into this Agreement and perform their obligations hereunder.

ii. The arrangement of deposit(s) under this Agreement will not violate any applicable laws or regulations.

b. By the Bank. The Bank represents and warrants that:

i. It is duly organized and authorized to accept deposit(s) under federal law.

ii. It will comply with all applicable banking regulations in connection with the Arranged deposit(s).

## 5. Compensation

No compensation shall be paid to the Client under this Agreement.

## 6. Confidentiality

Each party agrees to maintain the confidentiality of any non-public information received from the other party in connection with this Agreement, except as required by law.

## 7. Term and Termination

a. Term. This Agreement shall remain in effect for the Term, unless terminated earlier as provided herein.

b. Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches any provision hereof and fails to cure such breach within [Insert Timeframe, e.g., thirty (30) days] of notice.

c. Effect of Termination. Upon termination, the Client shall have no further obligation to arrange or maintain additional deposit(s), but any existing Arranged deposit(s) shall remain with the Bank subject to their respective account agreements. The Minimum Balance Requirement shall cease upon termination, provided it has been maintained through the date of termination.

## 8. Indemnification

The Client shall indemnify and hold harmless the Bank from any claims, losses, or damages arising from the Client's arranement of deposit(s), including any misrepresentation regarding the source or ownership of such deposit(s). The Bank shall indemnify and hold harmless the Client from any claims arising from the Bank's handling of the deposit(s) in violation of this Agreement.

## 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of [New York], without regard to conflict of laws principles. Any disputes arising hereunder shall be resolved in the federal or state courts located in New York.

## 10. Miscellaneous

a. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior Deposit Agreements.

b. Amendments. No amendment shall be effective unless in writing and signed by both parties.

c. Severability. If any provision is held invalid, the remainder shall continue in full force.

d. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Bank:

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

Name:

Title:

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

Client:

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

Name:

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