

**SUPPLEMENT TO DEPOSIT AGREEMENT(S)  
RE: REPORTING OF INSTANCES OF INSUFFICIENT FUNDS OF LAWYERS**

DATE: \_\_\_\_\_

Name and Address of Financial Institution  
(herein the "Bank):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Address of Attorney or Law Firm Depositor  
(herein the 'Depositor):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Depositor's Trust Account(s) at Bank to Which this Supplement Applies (individually an 'Account' and collectively the 'Accounts'):

Name of Account	Account No.	Name of Account	Account No.

As authorized by Supreme Court of Alabama order dated May 13, 1997, and for the purpose of Depositor complying with the Alabama Rules of Professional Conduct for lawyers, Depositor and Bank agree that all deposit agreements between Bank and Depositor (however named) relating to the Accounts (herein the "Deposit Agreements") are amended to include the following additional provisions:

1. Depositor has informed Bank that Rule 1.15 of the Alabama Rules of Professional Conduct for lawyers ("Rule 1.151 requires that Depositor shall request that the financial institution where Depositor maintains a trust account file a report to the Office of General Counsel of the Alabama State Bar (an "ISF Report") in every instance where a properly payable item or order to pay is presented against Depositor's trust account with insufficient funds to pay the item or order when presented and either (1) the item or payment order is returned because there are insufficient funds in the account to pay the item or order or, (2) if the request is honored by the financial institution, any overdraft created thereby is not paid within three (3) business days of the date the financial institution sends notification of the overdraft to the Depositor (a 'Reportable [SF Event]'). The ISF Report of the financial institution shall contain the same information, or a copy of that information, forwarded to the Depositor who presented the item or order.
2. At Depositor's request, and as an accommodation to Depositor, Bank agrees to file an ISF Report with the Office of General Counsel of the Alabama State Bar upon the occurrence of any Reportable ISF Event relating to any of the Accounts. Bank shall send any ISF Report to: Office of General Counsel of the Alabama State Bar, P.O. Box 671, Montgomery, Alabama 36101. Depositor agrees to pay Bank fees, as established from time to time by Bank, for processing and filing of any ISF Report without further notice or demand.
3. Depositor consents to the reporting and production requirements mandated by Rule 1.15 and agrees to hold Bank harmless for its compliance with these reporting and production requirements. Depositor represents to Bank that Rule 1.15 provides that the duty for complying with Rule 1.15 belongs to the Depositor and not to Bank. Bank has agreed to file any ISF Report as an accommodation to Depositor; however, Bank shall have no liability to Depositor of any nature whatsoever in the event that Bank shall fail to file an ISF Report as set forth herein. Depositor agrees that, in any instance where the filing of an ISF Report may be appropriate, it shall be Depositor's responsibility and duty to verify that Bank has filed the ISF Report. Neither this Supplemental Agreement nor the reporting or production of records by Bank made pursuant to Rule 1.15 shall be deemed to create in Bank a duty to exercise a standard of care or a contract with third parties that may sustain a loss as a result of Depositor's overdrawn any of the Accounts. There are no third-party beneficiaries to this Agreement
4. Except as modified herein, all other terms and conditions of the. Deposit Agreements shall remain in full force and effect.

DEPOSITOR:

BANK:

\_\_\_\_\_  
Name of Lawyer / Law Firm

\_\_\_\_\_  
Name of Financial Institution

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_