

INDEMNITY FORM
REGARDING CUSTOMS BOND

THIS INDEMNITY is made the _____, Between

a person and/or legal entity being a customer of RBC Royal Bank (Bahamas) Limited (hereinafter called "the Customer") of the one part and RBC Royal Bank (Bahamas) Limited, a company incorporated in The Bahamas having its Head Office in the City of Nassau in the Island of New Providence and carrying on the business of banking in the Commonwealth of The Bahamas and a copy of whose Act or Charter of Incorporation has been filed in the Registry of Records in the City of Nassau in the Island of New Providence in the said Commonwealth in accordance with the laws in that behalf enacted (hereinafter called "the Bank") of the other part.

WHEREAS the Bank at the Customer's request has issued a Customs Bond to the Comptroller of Customs (hereinafter called "the **C/B**") for an amount of

(\$ _____) dollars as surety for the Customer.

NOW THIS INSTRUMENT WITNESSETH that in consideration of the Bank having entered into such **C/B**, the Customer hereby agrees with the Bank as follows:

1. In any claim or suit arising out of or related to either or both the **C/B** and this Indemnity, a statement of the Bank's loss and expenses signed by an authorised officer of the Bank or other evidence of disbursement by the Bank, shall be prima facie evidence of the fact and extent of the Customer's liability under this Indemnity.
2. In any suit between the Bank and the Customer regarding this Indemnity or arising out of the **C/B**, the Bank may recover on a full indemnity basis its expenses and attorney's costs incurred in defending or prosecuting such suit.
3. If a claim or demand under **C/B** is made against the Bank, the Customer shall, upon the Bank's demand, immediately deposit with the Bank as collateral security, an amount equal to the amount claimed from the Bank plus an amount equivalent to the Bank's anticipated expenses to be incurred in connection therewith.
4. The Customer waives any defence that this Indemnity was executed subsequent to the date of the **C/B** and acknowledges that the **C/B** was executed pursuant to the Customer's request and in reliance on the Customer's promise to execute this Indemnity.

5. The Customer has the obligation to review the **C/B** executed by the Bank and any related documentation for errors and omissions prior to delivery of the **C/B** to the Comptroller and hereby waives any claim against the Bank arising out of any such error or omission.
6. The Bank shall have the right in its sole discretion to decide whether any claims arising out of or related to the **C/B** shall be paid, compromised, defended, or appealed and the Customer agrees to be conclusively bound by the Bank's determination.
7. The Bank is hereby authorised to debit any of the Customer's accounts with the Bank to cover any amounts payable pursuant to the Indemnity. Cancellation of the **C/B** by the Bank or The Bahamas Customs Department does not affect the right of the Bank to debit the Customer's account for any amounts paid pursuant to the **C/B** or this Indemnity.
8. This Indemnity shall continue in full force and effect for so long as the **C/B** or any extension, continuation, renewal, substitution, reinstatement or replacement thereof is in effect and for so long as any sum paid by the Bank pursuant to the **C/B** remains outstanding.

AS WITNESS the hand(s) and seal(s)
and/or Common Seal of

(Authorized Signature)

(Authorized Signature)

Signed by the above named in the presence of:

Name:

Signed by the above named in the presence of:

Name: