

## SECURITY UNDER COPYRIGHT ACT 1994

PURSUANT TO THIS SECURITY \_\_\_\_\_ (the company), a duly incorporated company, its successors and assigns, having its registered office at \_\_\_\_\_ is held firmly bound unto Her Majesty the Queen in the sum of \_\_\_\_\_ to be paid to Her Majesty the Queen, her heirs and successors.

DATED this \_\_\_\_\_ day of \_\_\_\_\_

WHEREAS \_\_\_\_\_ has by Notice ("the Notice"), effective from the date the Notice was accepted by the Chief Executive of the New Zealand Customs Service ("the Chief Executive") informed the New Zealand Customs Service that certain goods imported would infringe the copyright owned by \_\_\_\_\_

AND WHEREAS the company has requested that such goods be detained under section 140 of the Copyright Act 1994.

NOW therefore the company agrees:

1. (a) That the sum of \_\_\_\_\_ will be deposited in an interest bearing trust account at the offices of the New Zealand Customs Service.
- (b) That the Chief Executive may recover from the said sum any administrative or legal costs incurred by the New Zealand Customs Service on account of -

- (i) The examination or determination of any goods following upon the information contained in any such Notice, and
  - (ii) Any proceedings consequent upon the examination and detention of such goods.
2. That the sum will remain in the Trust Account for the period of the Notice and any subsequent renewals thereof or until the notice is revoked. At the conclusion of the Notice this obligation will be void and of no effect.
3. In addition to Clause (1) above, the copyright holder shall keep the Chief Executive indemnified (inclusive of any administrative or legal costs that may be incurred by the New Zealand Customs Service) in respect of all actions, proceedings, claims and demands during the period of the Notice.

Company Seal (or Company Name)

Authorised Signatory

Name

Position in Company