

## SECURITY UNDER TRADE MARKS ACT 2002

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 the company has by Notices (“the Notices”), effective from the date the Notices were 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 trade marks owned by \_\_\_\_\_.

AND WHEREAS the company has requested that such goods be detained under section 149 of the Trade Marks Act 2002.

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 detention or determination of any goods following upon the information contained in any such Notices, and
- (ii) Any proceedings consequent upon the examination and detention of such goods.

2. That the money will remain in the Trust Account for the period of the Notices and any subsequent renewals thereof or until the Notices are revoked. At the conclusion of the Notices this obligation will be void and of no effect.

3. In addition to Clause (1) above, the company 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 Notices.

Company Seal (or Company Name)

Authorised Signatory

Name

Position