

# INDEMNITY AGREEMENT

## (Replacement of Lost Instrument)

TO: Citibank Pty Limited ABN 88 004 325 080 AFSL No. 238098 \_\_\_\_\_  
("Citibank")

**WHEREAS:**

- a. At the request of the undersigned ("the Customer"), Citibank issued its \_\_\_\_\_ dated \_\_\_\_\_ in the amount of \_\_\_\_\_ which instrument has been reported lost by the Customer and not received by the payee ("the Lost Instrument"); and
- b. The Customer has requested Citibank to issue a replacement instrument ("the New Instrument") and Citibank has agreed to do so subject to the execution of this Indemnity Agreement;

NOW THEREFORE, in consideration of the foregoing premises and of the issue by Citibank of the New Instrument, the Customer hereby undertakes and agrees:

- i. to indemnify Citibank against all actions, proceedings, claims and demands whatsoever which may be made or brought by person against Citibank under or in connection with the Lost Instrument, whether by reason of its non-payment or otherwise, and against all damages, losses, costs and expenses (including legal fees on a solicitor and own client basis) which Citibank may suffer or incur by reason of or in connection with any such action, proceeding, claim or demand or arising in any manner whatsoever out of the non-payment of the Lost Instrument or the issue of the New Instrument and upon request by Citibank to defend at the Customer's expense all such actions, proceedings, claims and demands;
- ii. to pay all charges, duties, taxes, costs and fees payable by Citibank or imposed by Citibank on or in connection with anything done in accordance with or for the purpose of giving effect to the Customer's request for the issue of the New Instrument; and
- ii. to notify Citibank promptly in writing if the Lost Instrument is recovered or destroyed.

Where more than one person signs this Indemnity Agreement the undertakings and agreements of the undersigned shall be joint and several and a reference to the Customer shall include a reference to each of the undersigned.

IN WITNESS WHEREOF the Customer has executed this Indemnity Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**A. Individual/Firm**

Signed By \_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Witness

Signed By \_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Witness

**B. Corporation**

Signed for and on behalf of \_\_\_\_\_  
Name of Corporation Signature of Authorised Officer

Signed for and on behalf of \_\_\_\_\_  
Name of Corporation Signature of Authorised Officer