

**GUARANTEES
GENERAL INDEMNITY FORM (FORM 30D)
ENTITY OR INDIVIDUAL**



Date: (Choose)

PART 1: RECORDAL

First National Bank of Botswana Limited (Reg. No.CO1119)(Acting through its division RMB Botswana) (“the Bank”) has provided or will provide, at the below-mentioned Applicant’s specific request, certain demand guarantees, suretyships, letters of undertaking, indemnities, standby letters of credit and/or similar undertakings (each a “Guarantee”)

PART 2: INDEMNITY

2.1	(Reg. No./ID No.) (“the Applicant”) hereby undertakes to pay the Bank on demand any amount which may be demanded from the Bank or which the Bank is legally entitled to pay in terms of the Guarantee and any costs, charges and expenses (including but not limited to legal costs on an attorney-and-own client scale) which the Bank may sustain or incur, in connection with a Guarantee that the Bank may issue at the Applicant’s request
2.2	The Applicant irrevocably authorises and empowers the Bank to comply with any demands and to make any payments which the Bank is legally entitled to make under a Guarantee without further reference to the Applicant
2.3	The Applicant shall be obliged to reimburse the Bank immediately for all amounts so paid by the Bank irrespective of whether the amount paid was due by the Applicant to the beneficiary or the existence of any dispute between the Applicant and the beneficiary
2.4	To this end, the Bank is authorised forthwith to debit any amount demanded or paid under a Guarantee, to any of the Applicant’s account/s in the Bank’s books without reference to the Applicant, whether such account or accounts be in credit or debit and without prejudice to the Bank’s right to recover all such amounts from the Applicant
2.5	Where the Bank makes any payment under a Guarantee and the Applicant disputes the validity of such payment, the Applicant will have to prove that the Bank was not obliged to make that payment
2.6	The Applicant agrees that the Bank has the right at any time during the existence of any Guarantee and, in its discretion, to require the Applicant to provide the Bank immediately with security approved by the Bank, for the full amount of any such Guarantee
2.7	The Applicant acknowledges that the beneficiary may request the Bank to confirm the validity of any Guarantee issued by the Bank from time to time. The Applicant accordingly consents to the Bank taking such steps as are necessary in order to provide the beneficiary with such validation
2.8	In consideration for the Bank issuing the Guarantee as per the Applicant’s requirements the Applicant acknowledge that the Bank must comply with local anti-money laundering, counter terrorist financing, financial sanctions and prohibited business activity laws, regulations, policies and requirements. The Applicant further acknowledge that the Bank voluntarily subscribe to international anti-money laundering, counter terrorist financing, financial sanctions and prohibited business activity laws, regulations, policies and requirements
2.9	The above may result in the prohibition, limitation, delay in the execution of instructions or transactions, the confiscation, withholding or embargo of payments and even in the declining or terminating any transaction or the business relationship with the Bank. To the extent permitted, the Bank shall advise the Applicant of any action the Bank intend to take in terms hereof

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PART 2: INDEMNITY (CONT.)

2.10	The Applicant acknowledge and confirm that neither the Bank nor its affiliates, employees, officers, or directors, shall be liable for any direct, indirect or consequential loss, damage, costs or expenses whatsoever that may be suffered or incurred by the Applicant as a result of, arising from or relating to any such prohibition, limitation, delay, decline or termination due to the implementation of this Indemnity
2.11	This Indemnity shall be governed by and construed in accordance with the laws of Botswana and the Indemnifier and Applicant confirms that the contents of this Indemnity have been explained to it and that it understands, accepts and is bound by its contents

PART 3: DOMICILIUM CITANDI ET EXECUTANDI

The Applicant hereby chooses address set out hereunder or, in the case of a company, at its registered address, for the purpose of serving all notices and legal process in relation to this Indemnity.

Address:	
Postal Code:	

PART 4: GENERAL

4.1	Where more than one Guarantee is issued under this Indemnity, this Indemnity shall apply in respect of each such Guarantee separately
4.2	No agreement varying, adding to, deleting from or cancelling this Indemnity and no waiver of any right hereunder shall be effective unless reduced to writing and signed by or on behalf of the Bank and the Applicant

Signed at:				
On this the:		day of		20

Full name and surname:	
Designation:	
ID no.:	
Signature: (Who warrants that he/she is duly authorised)	

Full name and surname:	
Designation:	
ID no.:	
Signature: (Who warrants that he/she is duly authorised)	