## ELECTRONIC MONITORING ADDENDUM TO IMMIGRATION BOND AGREEMENTS

This Electronic Monitoring Addendum ("Addendum") is attached to and forms part of the Immigration Bond Application, Indemnity Agreement and Additional Terms and Conditions signed, sealed and delivered by the INDEMNITOR and PRINCIPAL/ALIEN and is hereby incorporated into this Addendum by reference. Any terms used in this Addendum without definition but defined in aforementioned Agreements shall have the same meanings as assigned therein.

In consideration of BONDSMAN executing or causing IMMIGRATION BOND to be issued, BONDSMAN, their producers, agents, designees or representatives (collectively, "REPRESENTATIVES"), they have an established policy to require an electronic monitoring/GPS device ("EM DEVICE") in accordance with applicable laws (if any) to be worn by PRINCIPAL/ALIENS upon and until certain bond security conditions are met. If BONDSMAN or REPRESENTATIVES require you an EM Device, you understand that you shall be monitored continuously by a tamper-proof, non-removable transmitter that is to be worn without interruption during the entire life of IMMIGRATION BOND or certain conditions listed herein are met (EM CONDITIONS).

PRINCIPAL/ALIEN acknowledge they shall follow all instructions provided to establish the electronic monitoring and install the EM DEVICE including, without limitation, immediately making yourself and/or your premises physically available to any third party electronic monitoring vendor ("EM VENDOR") approved by BONDSMEN, for the monitor installation.

PRINCIPAL/ALIEN shall not remove, disconnect, destroy or tamper with the EM DEVICE in any way and you agree that the device may be inspected at any time and at any place by the EM VENDOR, BONDSMAN and/or its REPRESENTATIVES. You acknowledge that the EM DEVICE costs and services is separate and apart from any IMMIGRATION BOND premiums and expenses paid on behalf of PRINCIPAL/ALIEN and shall hold BONDSMAN and its REPRESENTATIVES harmless for any and all damages as a result of wearing or tampering with the EM DEVICE.

You expressly consent and grant to COMPANY and/or BONDMAN and their REPRESENTATIVES full access to and request EM VENDOR to provide any and all location gathered by EM VENDOR about my, PRINCIPAL/ALIEN, whereabouts as well as the continuity of service provided therein during the period my IMMIGRATION BOND is enforce. Furthermore, any notice of disruption of service or violation of EM CONDITIONS shall cause a default and may result in surrender of PRINCIPAL/ALIEN into detention (where applicable).

You, PRINCIPAL/ALIEN, acknowledge you have voluntarily accepted, as a condition of bond security and release, to wear a EM DEVICE from the time of your release from detention until collateral requirements are met or the earlier of bond cancellation or your deportation. BONDSMAN may request removal to EM VENDOR, at their sole discretion or upon BONDMAN receiving cash collateral totaling \_\_\_\_\_\_\_% of the full face amount of the IMMIGRATION BOND. You, PRINCIPAL/ALIEN, may at your discretion, fulfill the EM DEVICE condition by providing BONDSMAN with cash sums equaling the percentage required herein of the full face amount of the IMMIGRATION BOND. NOTE: meeting the collateral requirements for removal of the EM DEVICE does not in any way relieve INDEMNITOR or PRINCIPAL/ALIEN from the COLLATERAL REQUIREMENT articulated in the Additional Terms and Conditions Agreement.

PRINCIPAL/ALIEN forever waives and shall indemnify and hold harmless COMPANY, BONDMAN and their REPRESENTATIVES for and against every and all claims, demands, liability, cost, charge, counsel fee, expense, suit order, judgment or adjudication whatsoever stemming from the placement EM DEVICE on their person.

If any provision or item of this Addendum is held invalid, such invalidity shall not affect other provisions, items, or applications of the IMMIGRATION BOND and all related bond documents and agreements.

## BY SIGNING YOU ACKNOWLEDGE YOU'VE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL AND ARE AWARE YOU'RE ASSUMING CERTAIN LEGAL OBLIGATIONS.

IN WITNESS WHEREOF, the PRINCIPAL/ALIEN have duly executed these presents this \_\_\_\_\_day of \_\_\_\_\_\_, 20 \_\_\_\_\_

\_(L.S.)

PRINCIPAL / ALIEN SIGNATURE