

**BOND
NEW YORK INSTRUMENTS**

Any changes, additions, or deletions from this form must be clearly marked on a copy of the Bond.

Dated: _____

Between Principal _____
 Surety _____

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS that _____, located at _____ as Principal and _____ located at _____ as Surety, are firmly bound unto the benefit of the Superintendent of Financial Services of the State of New York or of any person or persons who may have a cause of action against the Principal for failure to carry out the terms of any New York instrument which the Principal shall have issued or sold under and by virtue of the provisions of Article 13-B of the Banking Law of the State of New York, in the principal sum of **\$500,000**. For the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the Principal has applied for a license as a transmitter of money under the provisions of Article 13-B of the Banking Law of the State of New York; and,

WHEREAS, the aforesaid statute provides, and includes as a precedent to the issuance of a license, that applicant shall furnish a bond.

NOW, THEREFORE, upon receiving a license to transmit money pursuant to Banking Law Section 641, the Principal promises to comply with and abide by the provisions of the aforesaid statute and the rules and regulations of the Department and will honestly and faithfully perform all obligations and undertakings in connection with the issuance, sale and payment of any New York Instruments issued or sold by the Principal pursuant to the aforesaid statute and will pay to the Superintendent of Financial Services and to any person(s) all money that becomes due and owing to the Superintendent or to such person(s) under the aforesaid statute, because of any New York Instrument issued or sold by the Principal as licensee under and by virtue of the provisions of the aforesaid statute, provided that nothing in this paragraph shall affect the obligations of the surety as set forth hereinafter.

The proceeds of this bond shall constitute a trust fund for the exclusive benefit of the purchasers and holders of the licensee's New York Instruments. In the event of the insolvency or bankruptcy of the licensee, the proceeds of this bond shall be paid to the Superintendent of Financial Services forthwith for disposition in accordance with the applicable provisions of the Banking Law; provided however, that if any New York Instruments have been assigned to the Fund, the proceeds of the bond shall constitute a trust fund for the benefit of, and shall be payable to, the Fund to the extent of such assignment. As used herein, the terms "New York instruments," "Fund," "purchasers," and "holders" shall have the meanings ascribed to them in Section 653 of the Banking Law.

The Surety named herein fully agrees that within ten days after it pays any claim or judgment to any such purchaser or holder of a New York Instrument, it shall give notice of such payment to the Superintendent by registered mail, with details sufficient to identify the purchaser or holder and the claim or judgment so paid.

In the event that a judgment recovered against the licensee or its legal representative or successor by any purchaser or holder of a New York instrument on a claim arising or a transaction entered into during the life of this bond shall remain unsatisfied after thirty days from the service of notice of entry of Judgment upon the licensee or upon its legal representative or successor or upon the attorney for the licensee, of any claim arising or a transaction entered into during the life of this bond, an action may be maintained against the surety company named herein under the terms of the bond (1) by any such purchaser or holder for the amount of such judgment, not exceeding the amount of the bond, except during a stay of execution of judgment against the licensee or its legal representative or successors, or (2) by the Superintendent, on behalf of the Fund, for the amount of such claim, not exceeding the amount of the bond.

The liability of the Surety on this bond to the Superintendent and to said purchasers and holders of New York Instruments shall not be affected in any way by any misrepresentation, breach of warranty or failure to pay the premium or by any act or omission upon the part of the licensee nor by the insolvency or bankruptcy of the licensee or the insolvency of the licensee's estate, and in the event of the death or dissolution or liquidation of the licensee, shall continue upon all transactions entered into by the agents of such deceased, dissolved or liquidated licensee within a period of thirty days after the death, dissolution or liquidation of the licensee or termination of the bond, whichever date shall first occur; provided, however, that such transactions were entered into in good faith by such purchasers and holders of New York Instruments.

This bond shall continue in full force and effect indefinitely, unless the Surety elects to cancel it. In that case, the Surety must file with the Superintendent of Financial Services, a written notice of such cancellation by registered or certified mail with return receipt requested. Upon receipt by the Superintendent of Financial Services, the cancellation may become effective not less than 10 days after such receipt. The filing of such notice shall not discharge the surety from any liability already accrued under this bond or which shall accrue herein before the expiration of such 10 days or other period. The Surety shall remain liable for all claims upon any New York Instruments issued or sold during the term of this bond and prior to the date of cancellation.

Regardless of the number of years this bond remains in force, the aggregate liability of the Surety for any and all claims or judgments to one or more claimants shall in no event exceed the sum of \$500,000.

In Witness Whereof, we have duly executed the foregoing obligation this ____ day of _____, 20__.

To be effective on _____

Principal _____
By: _____
Title _____

Surety _____
By: _____
Title _____