



**STAMP SURETY BOND**  
FOR FINANCIAL INSTITUTION ENROLLEES

KNOW ALL PERSONS BY THESE PRESENTS:

That We

1. { \_\_\_\_\_  
(Name of STAMP Guarantor)  
\_\_\_\_\_  
(Address of STAMP Guarantor)

(hereinafter called the "Principal") and

2. { \_\_\_\_\_  
(Name of Surety Company)  
\_\_\_\_\_  
(Address of Surety Company)

(hereinafter called the "Surety") are held and firmly bound unto any issuer of securities, transfer agent, registrar, redemption agent, depository, trustee, paying, distributing or disbursing agent, bank, trust company, credit union, savings institution, mutual fund, broker/dealer, or similar financial services institution, and their respective legal representatives, successors and assigns (hereinafter collectively called the "Obligees"), as their interests may appear, in an amount not to exceed \$ \_\_\_\_\_ for any one transaction and in no event to exceed an aggregate limit of \$ \_\_\_\_\_ (twice the "one transaction" limit) over the life of this Bond, for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, legal representatives, successors and assigns, firmly by these presents.

WHEREAS, the Principal has executed a STAMP Indemnity Agreement (the "Indemnity Agreement") for the benefit of the Obligees relating to the use by the Principal of a STAMP Imprint to execute guarantees of signatures and other certifications and guarantees, including, but not limited to, erasure guarantees and one-and-the-same guarantees, and a STAMP Attorney Release Imprint to execute powers of substitution, incident to the transfer, payment, exchange or purchase of securities. The STAMP Imprint and the STAMP Attorney Release Imprint are collectively referred to as the "Imprint."

WHEREAS, the Obligees have agreed to act in reliance upon the Imprint when so used, provided that this Bond be furnished.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully discharge its duties and responsibilities under the Indemnity Agreement, then this obligation shall be null and void; otherwise to remain in full force and effect.

This Bond becomes effective on the date hereof and will continue in force until terminated as hereinafter provided. The liability of the Surety for any and all claims brought under this Bond, (regardless of the number of years the Bond remains in force and effect, or the number of annual premium payments made hereunder, or the number of claimants or claims made hereunder), shall in no event exceed in the aggregate the aggregate Bond limit as herein stated.

This Bond shall be continuous and shall be deemed cancelled on the 30th day following receipt of a written notice served by the Surety upon the designee of the Obligees.

To be completed by Surety Company  
Bond Number: \_\_\_\_\_

by certified mail, return receipt requested, provided that the Principal will have the benefit of such notice of cancellation.

No suit or action under this Bond may be brought against the Surety unless such suit or action is commenced within six (6) years following the date on which the claim under the Indemnity Agreement shall have arisen.

Upon payment of any claim under this Bond, the Surety shall be subrogated to all of the rights of the Principal against any person or organization liable to the Principal.

The Principal and the Surety hereby irrevocably consent to the jurisdiction of any state or federal court located in the United States for all disputes arising out of or relating to this Bond. The Principal and the Surety hereby agree that venue for any proceedings shall be exclusively in such state or federal court and waive (a) any objection to venue and (b) any right to require any change of venue. The Principal and the Surety further hereby agree that service of process in any proceedings may be made by certified mail, return receipt requested, directed to the Principal and/or the Surety at their respective addresses indicated above.

To be completed by Surety  
Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
(Surety)  
By: \_\_\_\_\_ (Seal)  
(Authorized Officer of the Surety)

To be completed by you as Principal  
\_\_\_\_\_  
(Principal's Name)  
By: \_\_\_\_\_ } 3.  
(Authorized Signature-Officer or Partner)  
Title: \_\_\_\_\_

**PROGRAM APPLICATION & SUBSCRIPTION AGREEMENT  
FOR FINANCIAL INSTITUTION ENROLLEES**

**I. FINANCIAL INSTITUTION APPLICATION**

Applicant/Guarantor's

Name \_\_\_\_\_ Telephone \_\_\_\_\_ FAX \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Name of Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_ FAX \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Indicate your association memberships: \_\_\_\_\_

Total Gross Assets: \$ \_\_\_\_\_ Financial Institution Blanket Bond Limit: \$ \_\_\_\_\_

Name of Your Primary Blanket Bond Carrier: \_\_\_\_\_ Bond Deductible: \$ \_\_\_\_\_

Annual\* Program Subscription Fee (non-refundable) \$495 Your Financial Institutional Numbering System (FINS#): \_\_\_\_\_

Estimated number of signature guarantees you expect to perform each year: \_\_\_\_\_

We wish to act as a STAMP guarantor and are providing you herewith, as the STAMP Program Administrator, our signed STAMP Indemnity Agreement and executed STAMP Surety Bond.

We understand that the safe and effective administration of STAMP depends on our strict compliance with certain obligations imposed on all STAMP guarantors. Accordingly, for good and valuable consideration, we do hereby confirm our commitment to the following, which, when accepted by you, will constitute an agreement between us and all STAMP participants:

1. We have paid herewith an initial non-refundable fee of \$395 covering the first 13 months after our acceptance into STAMP. We will pay a subsequent non-refundable annual (12 months) fee prior to each anniversary of the date of our acceptance into STAMP, in an amount to be billed to us 90 days in advance. Our failure to remit the annual fee to the Program Administrator prior to any such anniversary date will result in the automatic termination as of such date of our right to act as a STAMP guarantor.

2. We will at all times assure the full safeguard and control of all STAMP imprint equipment provided to us, and will notify the Program Administrator immediately in the event of theft, loss, destruction or disappearance of such STAMP imprint equipment. We acknowledge that we have no property interest in such STAMP imprint equipment, whether imprint plate(s) or handstamp imprint plate(s), and that our right to use such STAMP imprint plate(s) and handstamp imprint plate(s) is at all times conditioned on our strict compliance with this Subscription Agreement, with our STAMP Indemnity Agreement and with all procedures promulgated for STAMP.

3. Within three (3) business days after receipt of a demand for indemnity under our STAMP Indemnity Agreement, we will acknowledge receipt in writing. Such acknowledgement will contain the name, address and telephone number of the individual in our organization authorized to handle the demand. We acknowledge that our failure to satisfy a demand within ten (10) business days after receipt will constitute a default under our STAMP Indemnity Agreement, entitling the participant to present the demand as a claim under our STAMP Surety Bond.

4. Prior to January 31st of each year, we will report in writing to the Program Administrator the number of demands made on us during the preceding calendar year by STAMP participants under our STAMP Indemnity Agreement, specifying in such report the name of each such participant and the dollar amount of each such demand.

5. We will promptly return to the Program Administrator all STAMP imprint plate(s) and handstamp imprint plate(s) provided to us, in the event of the termination of our right to act as a STAMP guarantor for any reason, including the termination of our STAMP Surety Bond.

6. We will strictly comply with all procedures for STAMP promulgated by the Program Administrator.

7. Our failure at any time strictly to comply with this Subscription Agreement, with our STAMP Indemnity Agreement and with all procedures promulgated for STAMP shall be cause for the immediate termination of our right to act as a STAMP guarantor.

8. We irrevocably consent to the jurisdiction of any state or federal court located in the United States for all disputes arising out of or relating to this Subscription Agreement. We agree that venue for any proceedings shall be exclusively in such state or federal court and waive (a) any objection to venue and (b) any right to require any change of venue. We further agree that service of process in any proceedings may be made by certified mail, return receipt requested, directed to us at our office address indicated above.

9. Should legal action against us be necessary to compel our compliance with this Subscription Agreement, with our STAMP Indemnity Agreement or with any procedures promulgated for STAMP, including without limitation our obligation to return to the Program Administrator all STAMP imprint plate(s) and handstamp imprint plate(s) provided to us in the event of the termination of our right to act as a STAMP guarantor for any reason, we expressly (a) consent to the immediate issuance against us of injunctive relief in any such action and (b) agree to indemnify the persons taking such action against all costs and expenses thereof.

Very truly yours,

\_\_\_\_\_  
Name of Applicant/Guarantor

By: \_\_\_\_\_

Authorized Signature (Officer or Partner)

Title: \_\_\_\_\_