
Bond No. _____

Premium: _____

BUSINESS SERVICES BOND

IN CONSIDERATION OF an agreed premium, "*****", a corporation "qti cplk gf under the laws of the State of "*****" and duly authorized to transact business as surety therein (hereinafter called "Surety"), hereby agrees to indemnify _____

of _____ (hereinafter called "Insured"), against loss of money or other property, real or personal, belonging to any and all subscribers (hereinafter called "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Insured acting alone or in collusion with others, and for which the insured is liable, the amount of indemnity on all of such Employees being in the aggregate sum of _____ DOLLARS (\$ _____).

(CITY, STATE)

(BOND VOID IF AMOUNT GREATER THAN \$50,000 APPEARS ABOVE)

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

SECTION 1. Term of Bond: The term of this bond begins with the _____ day of _____, _____, 12:00 o'clock midnight, standard time and is continuous until canceled by the Surety.

SECTION 2. Discovery Period: Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Insured while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or earlier cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

SECTION 3. Definition of Employee: The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Insured, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business during the term of this bond, and whom the Insured compensates by salary or wages, and has the right to govern and direct in the performance of such service, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character. In the event that the Insured's Subscriber shall sustain a loss by reason of the fraudulent or dishonest act or acts committed by the Insured or any partner of the Insured, if a partnership, then and only then, the Insured shall be considered an employee and the Subscriber an additional insured.

SECTION 4. Fraudulent or Dishonest Act: A fraudulent or dishonest act of an Employee of the Insured shall mean an act which is punishable under the Criminal Code in the jurisdiction within which act occurred, for which said Employee is tried and convicted by a court of proper jurisdiction.

SECTION 5. Merger or Consolidation: If any natural persons shall be taken into the regular service of the insured through merger or consolidation with some other concern, the insured shall give the Surety written notice thereof and shall pay any additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

SECTION 6. Non-Accumulation of Liability: Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

SECTION 7. Limit of Liability Under This Bond and Prior Insurance: With respect to loss or losses caused by an Employee, or which are chargeable to such Employee, as provided in Section 5 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be larger.

SECTION 8. Deductible: The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Insured, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Insured, obtained or made by the Insured or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS (\$100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee is concerned or implicated in such loss or losses said deductible shall apply to each Employee so concerned or implicated.

SECTION 9. Salvage: If the Insured shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Insured shall be entitled to all recoveries, except from suretyship, insurance, reinsurance security and indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same and less the amount of the deductible carried on the Employee causing such loss or losses; and any remainder shall be applied to the reimbursement of the Surety.

SECTION 10. Cancellation As To Any Employee: This bond shall be deemed canceled as to any Employee: (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee: or (b) at 12:00 o'clock midnight, standard time, upon the effective date specified in a written notice served upon the Insured or sent by mail. Such date, if the notice be served, shall be not less than ten days after such service, or, if sent by mail, not less than fifteen days after the date of mailing. The mailing by Surety of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice.

SECTION 11. Cancellation As To Bond In Its Entirety: This bond shall be deemed canceled in its entirety at 12:00 o'clock midnight, standard time upon the effective date specified in a written notice served by the Insured upon the Surety or by the Surety upon the Insured, or sent by mail. Such date, if the notice be served by the Surety, shall not be less than sixty days after such service, or if sent by the Surety by mail, not less than sixty days after the date of mailing. Provided, however, Surety may cancel this bond by giving 60 days written notice if the cancellation is for non-payment of premium. The mailing by the Surety of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice. If the effective date of cancellation as stated in this provision should conflict with the minimum statutory period required by law in the state of domicile of the Insured, then the cancellation shall take effect as soon as the minimum time period allowed by such law has lapsed.

SECTION 12. Prior Fraud, Dishonesty or Cancellation: No Employee to the best of the knowledge of the Insured, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Insured or otherwise, if prior to the issuance of this bond, any fidelity insurance in favor of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's employees shall have been canceled as to any of such employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such employees, or (b) the giving of written notice of cancellation by the Insurer issuing said fidelity insurance, whether the Surety or not, and if such employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such employees unless the Surety shall agree in writing to include such employees within the coverage of this bond.

SECTION 13. Loss-Notice-Proof-Legal Proceedings: At the earliest practical moment, and at all events not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Insured, or by any partner or officer thereof not in collusion with such Employee, the Insured shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filling claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

SECTION 14. Temporary Employees: The named insured shall not at any time while this bond is in force direct any temporary employee(s) to any subscriber's premises unless such employee(s) is accompanied by a foreman who is in regular employ of the insured.

Signed , Sealed and Dated this _____ day of _____, _____.

By: _____

Attorney - In - Fact