



# State of North Carolina

OFFICE OF THE COMMISSIONER OF BANKS

Bond No. \_\_\_\_\_

## SURETY BOND MONEY TRANSMITTERS ACT

THIS SURETY BOND is given by \_\_\_\_\_,  
NMLS ID # \_\_\_\_\_, as Principal, and \_\_\_\_\_,  
NAIC # \_\_\_\_\_, as Surety, who is duly licensed to transact a surety business in the State of North Carolina, to the North Carolina Office of the Commissioner of Banks (the "Commissioner") under the following terms and conditions.

Principal and Surety are held and firmly bound unto the Commissioner for the use and benefit of claimants against the Principal in the sum of \_\_\_\_\_ dollars, for the payment of which Principal and Surety jointly and severally bind themselves, their successors, assigns, and their legal representatives, to secure the faithful performance of the obligations of the Principal with respect to the receipt, handling, transmission, or payment of money or monetary value in connection with the sale and issuance of payment instruments, stored value obligations, or transmissions of money by the Principal, and any authorized delegate of the Principal, under the North Carolina Money Transmitters Act (the "Act"), N.C. Gen. Stat. § 53-208.41, *et seq.*

WHEREAS, the Principal has applied for a money transmitters license under the Act; and WHEREAS the Act provides, as a condition precedent to the issuance of a money transmitters license, that the Principal shall furnish to the Commissioner a surety bond.

NOW, THEREFORE, the condition of the foregoing obligation is such that:

1. If the Principal, as primary obligor, will faithfully perform all the obligations under the Act with respect to the receipt, handling, transmission, and payment of money or monetary value in connection with the sale and issuance of payment instruments, stored value obligations, or transmissions of money, and will pay to the State of North Carolina, and to any person entitled thereto, all money that becomes due and owing to such State, or to such person, because of any payment instrument, stored value obligation or transmission of money issued or transacted by the Principal, or any authorized delegate of the Principal, under the Act, then this obligation will be void; otherwise the same will remain in full force and effect.

2. The Surety may terminate its obligation under this surety bond by giving the Commissioner ninety days (90) written notice, but such notice shall not affect any liability arising prior to the cancellation of this surety bond, and the Principal and Surety shall remain liable for claims arising under this bond for a period of five (5) years following its cancellation, unless released in writing, in whole or in part, from such liability by the Commissioner pursuant to N.C. Gen. Stat. § 53-208.47(h).

3. In no event shall the aggregate liability of the Surety for any and all claims to one or more claimants hereunder exceed the penal sum of the surety bond.

4. Pursuant to N.C. Gen. Stat. § 53-208.47(i), the surety bond proceeds shall be deemed by operation of law to be held in trust for the exclusive benefit of the purchasers or holders of the Licensee's payment instruments, stored value obligations, and money transmissions in the event of the bankruptcy of the Licensee.

5. This bond shall run to the State for the benefit of any claimants against the Licensee for the faithful performance of the Licensee's obligations with respect to the receipt, handling, transmission, and payment of money. Claimants against the Licensee may themselves bring suit directly on the bond, or the Commissioner may bring suit on behalf of claimants, either in one action or in successive actions.

6. The Surety shall within five business days of receipt of notice by the Surety of any claim or upon making any payment hereon, notify the Commissioner by registered mail, or if this bond issued and maintained in electronic format through NMLS, by delivering notification electronically through NMLS.

This bond shall become effective \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, and shall continue in full force and effect until such time as the same is canceled as provided herein or as otherwise provided by law.

IN WITNESS WHEREOF, the Principal and Surety hereto have executed this surety bond this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

Attest: \_\_\_\_\_

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

Signature

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

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

\_\_\_\_\_  
Surety

Attest: \_\_\_\_\_

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

Signature

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

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