

MONEY SERVICES BOND

Policy Number _____

KNOW ALL MEN BY THESE PRESENTS, that

_____ aaaaaaaaaaaaaaaaaaaaaaa _____ aaaaaaaaaaaaaaaaaaaaaaa _____
.....(Name and Business Address of Applicant)

of the City of _____ County of _____ and State of _____ as principal (the "principal" or "license holder") and _____ aa _____ of the City of _____ County of _____ and State and zip code of _____ as surety, are held and firmly bound unto the Texas Banking Commissioner (the "Commissioner") and any customer of the license holder for the use and benefit of the Commissioner and the Texas Department of Banking (the "Department") and any such customer of the license holder for any liability incurred with respect to any currency exchange or money transmission business conducted by the license holder under, subject to, or by virtue of the provisions of the Texas Finance Code, Chapter 151 (the "Code"), including without limitation any delinquent fee, assessment, cost, penalty, or other amount imposed on and owed by the license holder to the Commissioner or the Department, in the penal sum of _____ Dollars, (a _____), 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 aforesaid principal has applied for a license under the provisions of the aforesaid Code, and,

WHEREAS, the aforesaid Code provides, and includes as a precedent to the issuance of a license, that the principal shall furnish a bond in accordance with and that satisfies the requirements of §151.308 of the Code.

NOW THEREFORE, if the license holder will faithfully conform to and abide by the provisions of this Code and will honestly and faithfully apply all funds received and perform all obligations and undertakings in connection with any currency exchange or money transmission business under the Code and will pay to the Commissioner and the Department and to any customer or recipient designated by a customer all money that becomes due and owing to the Commissioner and the Department or to such person under the provisions of the Code because of any such business by the license holder under and by virtue of the provisions of the Code, then this obligation will be void; otherwise will remain in full force and effect.

PROVIDED, HOWEVER, in no event shall all aggregate liability of the surety under this bond for any and all claims to one or more claimants exceed the penal sum of this bond.

PROVIDED FURTHER, that the bond is conditioned that the principal will not violate the Code or a rule adopted pursuant to the Code, as long as the principal holds a license issued by the Department for activities conducted subject to the Code.

The bond shall remain in effect for the entire term of the license in connection with which it is being issued, unless sooner revoked by thirty (30) or more days written notice to the Commissioner.

If the surety herein shall so elect, this bond may be conditionally cancelled at any time by the surety herein by filing with the Commissioner a thirty (30) days written notice of such conditional cancellation, but said surety so filing said notice shall not be discharged from any liability accrued under this bond or which shall accrue herein before the expiration of said thirty (30) day period. The bond shall automatically renew for any succeeding renewals of the license without need of any action or notice by any party.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this _____ day of _____, aaa___, to be effective on the _____ day of _____, _aaa__.

Principal _____

By _____
(Print or Type Name)

Signature _____

Title _____

Surety _____

By _____
(Print or Type Name)

Signature _____

Title _____