

STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF SECURITIES

**FORM 4-5BBD**  
**Corporate Indemnity Bond of Broker-Dealer**

State of Utah )  
 )  
County of \_\_\_\_\_ ) ss.

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_  
(Broker-Dealer)

\_\_\_\_\_ of the County of \_\_\_\_\_, State of \_\_\_\_\_,  
as PRINCIPAL, and \_\_\_\_\_ of the County of \_\_\_\_\_,  
State of \_\_\_\_\_, as surety corporation duly qualified to do business in the State  
of Utah, as surety, is held and firmly bound unto the State of Utah and/or any person, firm or  
corporation interested, in the sum of ONE HUNDRED THOUSAND DOLLARS lawful money of the  
United States of America for the payment whereof well and truly to be made, we do bind ourselves,  
our and each of our heirs, assigns, executors and administrators, jointly and severally, firmly by these  
presents.

The condition of this obligation is such, that whereas, the Utah Division of Securities of the  
State of Utah, under the provisions of the Utah Uniform Securities Act, has licensed the said principal  
herein named as a Broker-Dealer in the State of Utah.

AND WHEREAS, the said Broker-Dealer is authorized by said Act to appoint Agents to  
represent and assist said Broker-Dealer in the sale of said securities.

NOW, THEREFORE, if the above bounden Principal herein named, shall truly report to the Utah  
Division of Securities the names and addresses of all agents so appointed and employed in the sale  
of said securities, and said Principal herein named as such Broker-Dealer shall well and truly comply  
with the provisions of the Utah Uniform Securities Act, and then this obligation to be void, otherwise  
to remain in full force and effect.

PROVIDED, HOWEVER, AND UPON THE FOLLOWING EXPRESS CONDITIONS:

That every person having a cause of action under Section 61-1-22 UTAH UNIFORM  
SECURITIES ACT, may initiate suit in any court of competent jurisdiction against the principal and/or  
the surety upon this bond. No suit may be maintained to enforce any liability on the bond unless  
brought within the time frame as established in Section 61-1-22(7)(a) of the Utah Uniform Securities  
Act.

PROVIDED, ALWAYS, that nothing herein shall be construed to make the total maximum liability hereunder of the above named principal and/or surety more than ONE HUNDRED THOUSAND DOLLARS regardless of the number of acts or transactions of the above named principal and/or its agents.

PROVIDED, FURTHER, that before any person, firm or corporation shall have any right of action, or any right whatsoever, against the principal and/or the surety upon this bond, and before any such right of action, or any such right whatsoever shall exist or arise, such person, firm or corporation, within the time frame as established in Section 61-1-22(7)(a) of the Utah Uniform Securities Act, must have given to the surety and the principal written notice of claim under this bond, and it is hereby stipulated and agreed that the giving of such notice of claim under this bond within said period shall be a condition precedent to any right of action or right whatsoever against the principal and/or surety and the failure to give such notice as aforesaid shall render this obligation null and void and of no effect as to such person, firm or corporation.

PROVIDED, FURTHER, that either the principal or the surety may cancel this bond as an entirety by giving sixty (60) days written notice to the Utah Division of Securities at Salt Lake City, Utah, and if canceled by the surety, copy of said notice of cancellation shall be sent by registered mail to the principal hereunder. Said notice to the Utah Division of Securities shall also be sent by registered mail. In case of such cancellation by either the principal or the surety, no further obligation shall be incurred under this bond after the expiration of said sixty days, but the liability of the principal and surety shall apply as above set out as to any acts or transactions which may have occurred prior to the effective date of such cancellation.

The period for which this bond shall remain in force and effect, unless previously canceled as here above provided for, shall be from date hereof until December 31, \_\_\_\_\_, at the expiration of which time it shall ipso fact cease and terminate as to all future transactions only.

IN WITNESS WHEREOF, the said parties hereunto have set their hands and affixed their respective seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Signature of Principal) \_\_\_\_\_

By (Title) \_\_\_\_\_

(Surety) \_\_\_\_\_

By \_\_\_\_\_

(Capacity of person signing)

(Seal) Attach Statutory Affidavit in this space.