

MARYLAND INSTALLMENT LOAN LICENSEE SURETY BOND

BOND NO. _____

Bond Amount: _____

Effective Date: _____

KNOW ALL PEOPLE BY THESE PRESENTS that _____, including any and all trade names, NMLS # _____ (“Principal”) and _____ (“Surety”) who is authorized to do surety business in the State of Maryland (“State”) are held and firmly bound unto the Commissioner of Financial Regulation (“Commissioner”) for the benefit of the State, and any person who has a cause of action against Principal under Md. Code Ann., Com. Law, Title 12, Subtitle 1, 3, 9, or 10, as amended, in the penal sum of _____, for the payment of which, well and truly be made, we bind ourselves, our heirs, personal representatives, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that the above bounded Principal is now or is about to become licensed the Commissioner to engage in the business of installment lending, as provided by the laws of the State, as amended.

Now, therefore, if the Principal shall, while this bond is in force and effect comply with all provisions of Md. Code Ann., Com. Law, Title 12, Subtitle 1, 3, 9, or 10, as applicable, as amended and will pay to the State or any person any money that Principal may owe to the State or that person under the Md. Code Ann., Com. Law, Title 12, Subtitle 1, 3, 9, or 10, as applicable, as amended; then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided however, that the liability of the Surety:

- (1) Shall be continuous until cancelled by the Surety upon giving notice delivered electronically through NMLS to the Principal and to the Commissioner, which cancellation is not effective until 90-days after the Commissioner receives the notice;
- (2) May not be aggregated or cumulative, whether or not the bond is renewed, continued, replaced, or modified;
- (3) May not be determined by adding together the penal sum of the bond or any part of the penal sum of the bond, in existence at any two or more points in time;

- (4) Shall be considered to be one continuous obligation, regardless of increases or decreases in the penal sum of the bond;
- (5) May not be affected by the insolvency or bankruptcy of the Principal or by any misrepresentation, breach of warranty, failure to pay a premium, or other act or omission of the Principal; or license suspension;
- (6) May not require any administrative enforcement action by the Commissioner as a prerequisite to liability; and
- (7) Shall continue for any violation of law or regulation covered by this bond during the bond coverage period and permit claims to be made within the statute of limitations, three (3) years subsequent to the cancellation of the bond or cessation of the license, for violations that occur only during the coverage period.

This Bond shall become effective on _____.

In witness whereof, Principal has hereunto set its hand and seal, and Surety has caused these present to be signed by its duly authorized officers and its corporate seal to be hereto affixed this _____ day of _____, _____.

By: _____
Principal

By: _____
Surety

NOTICE TO PRINCIPAL: If applicable, be sure to upload to the Company Form (MU1) in NMLS the fictitious name registration filed with SDAT if doing business under a fictitious name.

Electronically Filed with the NMLS