

## STATE OF IDAHO DEPARTMENT OF FINANCE Securities Bureau

## INDEMNITY BOND FOR INVESTMENT ADVISER

| STATE OF IDAHO              | )   |                                  |
|-----------------------------|---|----------------------------------|
| COUNTY OF                   | ) ss.<br>)  |                                  |
| KNOW ALL MEN BY TH          | · · · · · · · · · · · · · · · · · · ·   |                                  |
|                             | (Investment Adviser)  |                                  |
| of the County of            | , State of  | , as Principal and               |
|                             | , State of  |                                  |
| person, firm or corporation | ne State of Idaho as surety, is held and firmly b<br>interested, in the sum of TWENTY-FIVE THe<br>of America for the payment whereof well and | OUSAND DOLLARS (\$25,000) lawful |

The condition of this obligation is such, that whereas, the Idaho Department of Finance, under the provisions of the Uniform Securities Act (2004) of the State of Idaho, has registered the said PRINCIPAL herein named as a Investment Adviser to sell securities in the state of Idaho.

our and each of our heirs, assigns, executors and administrators, jointly and severally, firmly by these presents.

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

NOW THEREFORE, if the above bounded PRINCIPAL herein named shall truly report to the Idaho Department of Finance the names and addresses of all agents so appointed and employed in the sale of said securities, and said PRINCIPAL herein named as such Investment Adviser, and each and every Agent registered by said Investment Adviser shall well and truly comply with the provisions of the Uniform Securities Act (2004) of the State of Idaho, 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 the Uniform Securities Act (2004) of the State of Idaho, 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 three years after the sale or other act upon which it is based.

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 TWENTY-FIVE THOUSAND DOLLARS regardless of the number of acts of omission or commission 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 period of three years after the termination of this bond, 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 of three years shall be a condition precedent to any such right of action or right whatsoever against the PRINCIPAL and/or the 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 thirty (30) days notice to the Idaho Department of Finance at Boise, Idaho, and if cancelled by the surety, copy of said notice of cancellation shall be sent by registered mail to the PRINCIPAL hereunder. Said notice to the Idaho Department of Finance 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 thirty (30) days, but the liability of the PRINCIPAL and surety shall apply as above set out as of any acts or omissions 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 cancelled as hereabove provided for, shall be from date hereof until [\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_] [continuous] (strike out one), at the expiration of which time it shall ipso facto cease and terminate as to all future transactions only.

IN WITNESS WHEREOF, the said parties hereunto have set their hand and affixed their respective seals this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_.

(NAME OF INVESTMENT ADVISER FIRM)

(SEAL)

(SIGNATURE OF OFFICER OF THE FIRM)

(NAME OF SURETY COMPANY)

(SEAL)

(SIGNATURE OF OFFICER)

(TITLE OF OFFICER)