

**To ensure your STAMP application is not delayed or returned, please read the below:**

1. Complete, sign and date all the below/attached forms. Items to note when completing forms:
  - Please print documents SINGLE-SIDED ONLY.
  - Please use the full legal name of the institution on all forms - abbreviations will only be accepted if they are part of the full legal name.
  - Address must be the same on all forms and must be a physical address (no PO Boxes).
    - The billing address can be different on Section 4 of the Equipment Form but shipping cannot be a PO Box.
  - When selecting a limit, the aggregate limit will be 2x's your requested limit.
  - Sections to be completed by the Surety Company or Program Administrator are identified as such.
  - The STAMP INDEMNITY AGREEMENT must be notarized the same date as the officer/partner signature date.
  - The Equipment Form is only required if a new STAMP is needed.
2. Prior to mailing, please email these documents to your underwriter at ABA Insurance Services to be reviewed for accuracy. We will advise you if any changes need to be made to the original documents to ensure acceptance by Kemark.
3. Once we've verified accuracy, you can mail all the original, single-sided documents to ABA Insurance Services at the address below and attach payment(s):
  - Check payable to *ABA Insurance Services Inc.* for the Surety Bond premium.
  - For first-time STAMP Applicants: Check payable to *Kemark Financial Services* of \$895 for the annual Subscription Fee. Kemark will invoice for subsequent years.
  - Charges for the equipment, including shipping-handling (and rush requests, if applicable), will be invoiced by the manufacturer.

**ABA Insurance Services Inc.  
3401 Tuttle Road, Suite 300  
Shaker Heights, OH 44122**

4. Once you receive Kemark's Acceptance (a signed copy of the Subscription Agreement), a copy of the STAMP Surety Bond form executed by the Insurer, and your Program Medallion Imprint equipment, you may begin guaranteeing signatures.

# APPLICATION FOR STAMP SURETY BOND

FDIC No. \_\_\_\_\_

**Legal Name of Applicant** (no abbreviations) \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Name of Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Email \_\_\_\_\_

1. The Applicant is a (please check):

Bank \_\_\_\_\_ Savings Bank \_\_\_\_\_ Savings & Loan/Thrift \_\_\_\_\_

Trust Company\* \_\_\_\_\_ Other\* (specify) \_\_\_\_\_

***\*Please provide most recent annual report or external audit report.***

2. During the past 3 years has the Applicant or any Subsidiary been placed under or, to the best of your knowledge, does management anticipate any:

i. type of formal enforcement action, order or agreement; or \_\_\_\_\_ YES \_\_\_\_\_ NO

ii. memorandum of understanding requiring public disclosure as set forth by securities law? \_\_\_\_\_ YES \_\_\_\_\_ NO

3. Does, or will, the Applicant permit its STAMP imprint equipment to be used by any Subsidiaries or other entities?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If "yes," please attach a list of all other users and indicate whether those entities are Subsidiaries.

4. Requested STAMP Surety Bond limit: \$ \_\_\_\_\_ (Limits available up to \$10,000,000)

The STAMP Surety Bond should be equal to the largest security transaction to be guaranteed by the Applicant.

The following are minimum limits required by Kemark:

GROSS ASSETS	MINIMUM BOND LIMIT
up to \$500MM	\$100,000
\$500-\$2,000MM	\$250,000
\$2,000-\$3,000MM	\$500,000
\$3,000-\$4,000MM	\$750,000
over \$4,000MM	\$1,000,000

THE APPLICANT REPRESENTS THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS COMPLETE, TRUE, AND CORRECT. ANY MISREPRESENTATION, OMISSION, CONCEALMENT, OR INCORRECT STATEMENT OF A MATERIAL FACT, IN THIS APPLICATION, SHALL BE GROUNDS FOR THE RESCISSION OF ANY BOND ISSUED IN RELIANCE OF SUCH INFORMATION.

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

# STAMP SURETY BOND

## KNOW ALL PERSONS BY THESE PRESENTS:

That We

1. { \_\_\_\_\_  
(Principal (Bank / Credit Union / Firm Name))  
\_\_\_\_\_  
(Address / City / State / Zip Code)

(hereinafter called the "Principal") and

2. { \_\_\_\_\_  
(Name of Surety Company)  
\_\_\_\_\_  
(Address / City / State / Zip Code)

(hereinafter called the "Surety") are held and firmly bound unto any issuer of securities, transfer agent, registrar, redemption agent, depository, trustee, paying, distributing or disbursing agent, bank, trust company, credit union, savings institution, mutual fund, broker/dealer, or similar financial services institution, and their respective legal representatives, successors and assigns (hereinafter collectively called the "Obligees"), as their interests may appear, in an amount not to exceed \$ \_\_\_\_\_ for any one transaction and in no event to exceed an aggregate limit of \$ \_\_\_\_\_ (twice the "one transaction" limit) over the life of this Bond, for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, legal representatives, successors and assigns, firmly by these presents.

WHEREAS, the Principal has executed a STAMP Indemnity Agreement (the "Indemnity Agreement") for the benefit of the Obligees relating to the use by the Principal of a STAMP Imprint to execute guarantees of signatures and other certifications and guarantees, including, but not limited to, erasure guarantees and one-and-the-same guarantees, and a STAMP Attorney Release Imprint to execute powers of substitution, incident to the transfer, payment, exchange or purchase of securities. The STAMP Imprint and the STAMP Attorney Release Imprint are collectively referred to as the "Imprint."

WHEREAS, the Obligees have agreed to act in reliance upon the Imprint when so used, provided that this Bond be furnished.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully discharge its duties and responsibilities under the Indemnity Agreement, then this obligation shall be null and void; otherwise to remain in full force and effect.

This Bond becomes effective on the date hereof and will continue in force until terminated as hereinafter provided. The liability of the Surety for any and all claims brought under this Bond, (regardless of the number of years the Bond remains in force and effect, or the number of annual premium payments made hereunder, or the number of claimants or claims made hereunder), shall in no event exceed in the aggregate the aggregate Bond limit as herein stated.

This Bond shall be continuous and shall be deemed cancelled on the 45<sup>th</sup> day following receipt of a written notice served by the Surety upon the designee of the Obligees:

KEMARK FINANCIAL SERVICES, INC.

7111 Fairway Drive, Suite 402  
Palm Beach Gardens, FL 33418

To be completed by Surety Company

Bond Number: \_\_\_\_\_

by certified mail, return receipt requested, provided that the Principal will have the benefit of such notice of cancellation.

No suit or action under this Bond may be brought against the Surety unless such suit or action is commenced within six (6) years following the date on which the claim under the Indemnity Agreement shall have arisen.

Upon payment of any claim under this Bond, the Surety shall be subrogated to all of the rights of the Principal against any person or organization liable to the Principal.

This Bond shall be deemed a New York contract and shall be governed as to all matters whatsoever, whether of validity, interpretation, obligation, performance or otherwise, exclusively by the laws of the State of New York applicable to agreements made and fully to be performed in the State of New York, and all questions arising with respect thereto shall be determined in accordance with such laws.

Regardless of where actually delivered, this Bond shall be deemed to have been accepted by the Obligees in the State of New York.

The Principal and the Surety hereby irrevocably consent to the jurisdiction of any state or federal court located in the State of New York for all disputes arising out of or relating to this Bond. The Principal and the Surety hereby agree that venue for any proceedings shall be exclusively in such state or federal court and waive (a) any objection to venue and (b) any right to require any change of venue. The Principal and the Surety further hereby agree that service of process in any proceedings may be made by certified mail, return receipt requested, directed to the Principal and/or the Surety at their respective addresses indicated above.

To be completed by Surety

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

\_\_\_\_\_  
(Signature of Authorized Officer of the Surety) (Seal)

\_\_\_\_\_  
(Printed Name)

To be completed by you as Principal

\_\_\_\_\_  
(Principal (Bank / Credit Union / Firm Name))

\_\_\_\_\_  
(Signature of Authorized Officer or Partner)

\_\_\_\_\_  
(Printed Name)

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

# STAMP INDEMNITY AGREEMENT

To any issuer of securities, transfer agent, registrar, redemption agent, depository, trustee, paying, distributing or disbursing agent, bank, trust company, credit union, savings institution, mutual fund, broker/dealer, or similar financial services institution, and their respective legal representatives, successors and assigns (collectively, "Agents and Issuers"):

The undersigned ("Guarantor") has adopted (a) a STAMP Imprint for the purpose of executing guaranties of signatures (within the meaning of Section 8-306 of the Uniform Commercial Code) and for the purpose of executing other certifications and guaranties incident to the transfer, payment, exchange, purchase or delivery of securities, including, but not limited to, erasure guaranties and one-and-the-same guaranties, and (b) a STAMP Attorney Release Imprint for the purpose of executing powers of substitution. The STAMP Imprint and the STAMP Attorney Release Imprint are collectively referred to as the "Imprint."

In consideration of Agents and Issuers interposing no objections to the use of the Imprint for the purposes set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby, for itself and its successors and assigns, covenant and agree (a) to indemnify and hold harmless Agents and Issuers, and their officers, directors, agents and employees, in whatever capacity they may act, from and against any and all claims (whether groundless or otherwise), losses, liabilities, damages and expenses, including, but not limited to, costs, disbursements and counsel fees (whether incurred in connection with such claims, losses, liabilities, damages and expenses or in connection with the enforcement of any rights hereunder), arising out of or in connection with the transfer, payment, exchange, purchase or delivery of securities in reliance upon the Imprint, or, if Guarantor's negligence shall have contributed substantially thereto, an impression or imprint resembling or purporting to be the Imprint, when used as aforesaid; and (b) to indemnify and hold harmless

(insert the name of your STAMP Surety Bond Carrier)

as Surety, from and against any and all claims, losses, liabilities, damages and expenses, including, but not limited to, costs, disbursements and counsel fees, by reason of its having acted in accordance with the STAMP Surety Bond which it has executed in favor of Agents and Issuers.

Guarantor will not assert as a defense against any claim for indemnity hereunder any law, ordinance or regulation of any jurisdiction outlawing or prohibiting the use of the Imprint as aforesaid, or assert any defense that the Imprint was *ultra vires*, which defenses are hereby expressly waived. Agents

and Issuers will have no responsibility to authenticate or otherwise verify the Imprint's manual or facsimile signature, but shall be required to conduct themselves, when relying upon the Imprint, in a commercially reasonable manner.

This Indemnity Agreement will not be effective in respect of the Imprint, if the certificate representing the securities transferred, paid, exchanged, purchased or delivered in reliance thereupon is not genuine.

This Indemnity Agreement shall be deemed a New York contract and shall be governed as to all matters whatsoever, whether of validity, interpretation, obligation, performance or otherwise, exclusively by the laws of the State of New York applicable to agreements made and fully to be performed in the State of New York, and all questions arising with respect thereto shall be determined in accordance with such laws.

Regardless of where actually delivered, this Indemnity Agreement shall be deemed to have been accepted by Agents and Issuers in the State of New York.

Guarantor hereby irrevocably consents to the jurisdiction of any state or federal court located in the State of New York for all disputes arising out of or relating to this Indemnity Agreement. Guarantor hereby agrees that venue for any proceedings shall be exclusively in such state or federal court and waives (a) any objection to venue and (b) any right to require any change of venue. Guarantor further hereby agrees that service of process in any proceedings may be made by certified mail, return receipt requested, directed to Guarantor at its address indicated below.

## IN WITNESS WHEREOF,

Guarantor Has Duly Executed This

Indemnity Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Bank / Credit Union / Firm Name)

(Authorized Signature – Officer or Partner)

(Printed Name)

(Title)

(Address / City / State / Zip Code)

## ACKNOWLEDGEMENT

(When Guarantor is a Partnership)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
personally came \_\_\_\_\_,  
to me known, and known by me to be a member of the firm of

described in and which executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the said instrument in the name of said firm and for its purposes and on its behalf.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

## ACKNOWLEDGEMENT

(When Guarantor is a Corporation)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
personally came \_\_\_\_\_, to me  
known, who being by me duly sworn, did depose and say: that he/she resides at

\_\_\_\_\_; that he/she is the

\_\_\_\_\_ of \_\_\_\_\_, the  
corporation described in and which executed the foregoing instrument; and that  
he/she signed his/her name thereto by authority of the board of directors of said  
corporation.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

# STAMP PROGRAM APPLICATION & SUBSCRIPTION AGREEMENT

## I. GUARANTOR APPLICATION

(Bank / Credit Union / Firm Name)	(Telephone)	
(Address / City / State / Zip Code)		
(Name of Contact Person)	(Telephone)	
(Contact Person Mailing Address / City / State / Zip Code)		
(Contact Person Email)		
(Financial Institution Blanket Bond / Dealers Bond Carrier)	(\$Aggregate Limit)	(\$Deductible)
(Association Memberships, e.g., FDIC, Banking Associations, CUNA, FINRA, STA)		
(Total Capital - Applicant assets, net of liabilities only - not assets under management)	(Estimated number of guarantees you expect to perform each year)	

\$895 Annual Program Subscription Fee is non-refundable. Check should be made payable to: **KEMARK FINANCIAL SERVICES, INC.**

*Note: The initial fee covers the first 13 months from date of inception; thereafter the fee is paid annually.*

## II. SUBSCRIPTION AGREEMENT

KEMARK FINANCIAL SERVICES, INC.  
7111 Fairway Drive, Suite 402  
Palm Beach Gardens, FL 33418

We wish to act as a STAMP guarantor and are providing you herewith, as the STAMP Program Administrator, our signed STAMP Indemnity Agreement and executed STAMP Surety Bond.

We understand that the safe and effective administration of STAMP depends on our strict compliance with certain obligations imposed on all STAMP guarantors. Accordingly, for good and valuable consideration, we do hereby confirm our commitment to the following, which, when accepted by you, will constitute an agreement between us and all STAMP participants:

1. We have paid herewith an initial non-refundable fee of \$895 covering the first 13 months after our acceptance into STAMP. We will pay a subsequent non-refundable annual (12 months) fee prior to each anniversary of the date of our acceptance into STAMP, in an amount to be billed to us 90 days in advance. Our failure to remit the annual fee to the Program Administrator prior to any such anniversary date will result in the automatic termination as of such date of our right to act as a STAMP guarantor.

2. We will at all times assure the full safeguard and control of all STAMP imprint equipment provided to us and will notify the Program Administrator immediately in the event of theft, loss, destruction or disappearance of such STAMP imprint equipment. We acknowledge that we have no property interest in such STAMP imprint equipment, whether imprint plate(s) or handstamp imprint plate(s), and that our right to use such STAMP imprint plate(s) and handstamp imprint plate(s) is at all times conditioned on our strict compliance with this Subscription Agreement, with our STAMP Indemnity Agreement and with all procedures promulgated for STAMP.

3. Within three (3) business days after receipt of a demand for indemnity under our STAMP Indemnity Agreement, we will acknowledge receipt in writing. Such acknowledgement will contain the name, address, and telephone number of the individual in our organization authorized to handle the demand. We acknowledge that our failure to satisfy a demand within ten (10) business days after receipt will constitute a default under our STAMP Indemnity Agreement, entitling the participant to present the demand as a claim under our STAMP Surety Bond.

4. Prior to January 31<sup>st</sup> of each year, we will report in writing to the Program Administrator the number of demands made on us during the preceding calendar year by STAMP participants under our STAMP Indemnity Agreement, specifying in such report the name of each such participant and the dollar amount of each such demand.

5. We will promptly return to the Program Administrator all STAMP imprint plate(s) and handstamp imprint plate(s) provided to us, in the event of the termination of our right to act as a STAMP guarantor for any reason, including the termination of our STAMP Surety Bond.

6. We will strictly comply with all procedures for STAMP promulgated by the Program Administrator.

7. Our failure at any time strictly to comply with this Subscription Agreement, with our STAMP Indemnity Agreement and with all procedures promulgated for STAMP shall be cause for the immediate termination of our right to act as a STAMP guarantor.

8. This Subscription Agreement shall be deemed a New York contract and shall be governed as to all matters whatsoever, whether of validity, interpretation, obligation, performance or otherwise, exclusively by the laws of the State of New York applicable to agreements made and fully to be performed in the State of New York, and all questions arising with respect thereto shall be determined in accordance with such laws.

9. Regardless of where actually delivered, this Subscription Agreement shall be deemed to have been accepted in the State of New York.

10. We irrevocably consent to the jurisdiction of any state or federal court located in the State of New York for all disputes arising out of or relating to this Subscription Agreement. We agree that venue for any proceedings shall be exclusively in such state or federal court and waive (a) any objection to venue and (b) any right to require any change of venue. We further agree that service of process in any proceedings may be made by certified mail, return receipt requested, directed to us at our office address indicated above.

11. Should legal action against us be necessary to compel our compliance with this Subscription Agreement, with our STAMP Indemnity Agreement or with any procedures promulgated for STAMP, including without limitation our obligation to return to the Program Administrator all STAMP imprint plate(s) and handstamp imprint plate(s) provided to us in the event of the termination of our right to act as a STAMP guarantor for any reason, we expressly (a) consent to the immediate issuance against us of injunctive relief in any such action and (b) agree to indemnify the persons taking such action against all costs and expenses thereof.

Very truly yours,

(Bank / Credit Union / Firm Name)	
(Authorized Signature - Officer or Partner)	
(Printed Name)	(Title)

**TO BE COMPLETED BY PROGRAM ADMINISTRATOR**  
Accepted: Kemark Financial Services, Inc. - Program Administrator

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_  
David G. Paterson, Chairman

The Program Subscription Agreement, which forms part of the Program Documents, obligates each member organization to “at all times assure the full safeguard and control of all STAMP imprint equipment provided to [it,]” and reflects the organization’s acknowledgement that it has “no property interest in such STAMP imprint equipment.” Central to these concerns is the principle that imprint equipment is issued exclusively on an individual guarantor basis, and, as a matter of safety and security for all participants, must not be made available by a guarantor for use by persons with whom the guarantor does not have an actual employer/employee relationship, a practice known as “medallion lending.”

In order to further clarify the above principle, your organization is required to make the following very important representations in connection with the completion of the Program Documents:

1. The STAMP imprint equipment that will be issued to your organization will be made available by it only for use by its employees who are under its direct supervision and control, and not by independent contractors, regardless of whether or not the latter are under the organization’s “supervisory jurisdiction.” (The fact that an individual receives a Federal Income Tax Form W-2, instead of a Form 1099, from the organization at year-end is a material consideration in determining who will qualify as an employee for these purposes.)
2. Your organization will not otherwise engage in the practice known as “medallion lending,” including entering into arrangements with The Depository Trust & Clearing Corporation in which its imprint equipment is required to be made available for use by DTCC.
3. Your organization will advise the Program Administrator of any use of STAMP imprint equipment contrary to the above representations, and will comply with any Program supplemental documentation that may be required in instances in which there has been or may be a potential for violation of the prohibition against “medallion lending.”

By its signature below, your organization will be deemed to have made the above representations and to have expressly acknowledged that a breach of any of these will, itself, constitute a violation of Program procedures and grounds for the immediate termination of its right to continue to act as a STAMP guarantor.

#### UNDERSTOOD AND ACKNOWLEDGED

---

(Bank / Credit Union / Firm Name)

---

(Authorized Signature - Officer or Partner)

---

(Printed Name)

---

(Title)

# STAMP & SEMP EQUIPMENT FORM



**1. PLEASE CIRCLE THE APPLICABLE PROGRAM NAME:** STAMP SEMP DATE: \_\_\_\_\_

ITEM	DESCRIPTION	COST EA.*	QTY.	TOTAL
ST5000	STAMP 2000PLUS Dual-Ink Heavy Duty MEDALLION Hand Stamp	\$91.00		
ST5010	STAMP 2000PLUS Dual-Ink Regular MEDALLION Hand Stamp	\$61.25		
ST5020	STAMP 2000PLUS Dual-Ink Heavy Duty "Power of Substitution" Hand Stamp	\$91.00		
ST5030	STAMP 2000PLUS Dual-Ink Regular "Power of Substitution" Hand Stamp	\$61.25		
ST5050	STAMP 2000PLUS Dual-Ink Heavy Duty Stamp Pad Cartridge, 10 Pack (use with ST5000 & 5020)	\$104.75		
ST5070	STAMP 2000PLUS Dual-Ink Regular Stamp Pad Cartridge, 10 Pack (use with ST5010 & 5030)	\$90.75		
MEDALLION Stamp Destruction Charge (Call with quantity for price)				

\* Pricing does not include Shipping & Handling!

**2** Check One ☐ Reorder. (Place an imprint of your current Medallion Stamp in box 2a) ☐ New Orders. (Type your "legal" firm name in box 2a)

## REPRESENTATION OF A GENUINE MEDALLION IMPRINT



2a)

Sign here only if Facsimile signature is required

**3. LOCATION IDENTIFICATION NUMBERS**

(If numbering is not consecutive, indicate each number)

Above Item Reference #	Starting Number	Ending Number
ST5000		
ST5010		
ST5020		
ST5030		
[ ]	Consecutive Numbering Specifications Attached	

**4. SHIPPING & BILLING INFORMATION**

**SHIP TO:** (Street addresses ONLY)

Company \_\_\_\_\_

Street \_\_\_\_\_

Suite/Floor # \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Att: \_\_\_\_\_

Purchase Order No. \_\_\_\_\_ Tel: \_\_\_\_\_

**BILL TO:** (If different)

Company \_\_\_\_\_

Street \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Tel: \_\_\_\_\_

Att: \_\_\_\_\_

Email: \_\_\_\_\_

(Invoices will be sent to this email address)

As a condition of the acceptance and fulfillment of this order, purchaser agrees that the Program Administrator and its officers, directors, employees and agents shall not have any responsibility for the manufacture, delivery, or performance of this Medallion imprint equipment.

**PAYMENT INFORMATION**

Do NOT send payment for any equipment at this time.  
You will be invoiced by Hampton Technologies LLC  
**Payments must be made in U.S. Funds and drawn from a U.S. bank.**

**DELIVERY INFORMATION**

For Delivery/Shipping Information call 631-924-1498, 9AM-3PM EST.  
For security reasons, all orders are shipped UPS Blue 2-Day.

RUSH SERVICE: [ ] CHECK HERE  
Expedited order processing is available at an additional charge of \$10.00 plus shipping and handling costs.

**5. PLEASE FORWARD THIS ORDER TO:**  
KEMARK FINANCIAL SERVICES, INC.  
7111 FAIRWAY DRIVE, SUITE 402  
PALM BEACH GARDENS, FLORIDA 33418  
PHONE: 561.850.5800 FAX: 561.850.5801

**FOR OFFICE USE ONLY**

**Kemark Authorization:**

[ ] NEW [ ] REORDER TRACKING NUMBER: \_\_\_\_\_  
[ ] REMAKE/CORRECTION  
[ ] W/CHANGE Charge: \_\_\_\_\_