



STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
Financial Affairs Section / Analytical Unit 0576  
500 James Robertson Parkway, 4<sup>TH</sup> Floor  
Nashville, Tennessee 37243  
(615) 741-1633

[Bond #]

[Effective Date of Bond]

**Tax Preparation Service Company Bond**

KNOW ALL MEN BY THESE PRESENTS: That [Name of Company], a corporation duly incorporated under the laws of the State of [Incorporation], as principal, and [Name of Insurer], a corporation duly incorporated under the laws of the State of [Incorporation], as surety, and licensed as an insurer in the State of Tennessee, are held and firmly bound unto the State of Tennessee, Department of Commerce and Insurance for the use and benefit of the principal, its affiliates and its franchisees, in the sum of five hundred thousand and no/100 dollars (\$500,000), current money of the United States to be paid to the State of Tennessee, to the payment whereof we hereby bind ourselves and each of us, our and each of our heirs, executors, successors and assigns, jointly and severally, firmly, by these presents.

Sealed with our seal and dated, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2007.

WHEREAS, the above bounden [Name of Company], and certain of its affiliates and franchises, are tax preparation service companies that have entered into contracts with taxpayers (the "Contracts"), providing for the tax preparation company to pay the additional tax liability, penalties or interest imposed by a taxing authority on the taxpayer under the terms of such Contracts as a result of an error of the tax preparation service, as contemplated under Section 56-7-101(b)(3), Tennessee Code Annotated, and any amendments thereto, being a part of the Contract of Insurance law, Chapter 7, of Title 56, Tennessee Code Annotated, (the "Law"); and

WHEREAS, such Contracts are not contracts of insurance under the Law upon the condition that the said principal enter into this bond approved by the Commissioner of Commerce and Insurance of the State of Tennessee in the penalty sum of five hundred thousand and no/100 dollars (\$500,000).

NOW, THEREFORE, the condition of this obligation is such that if the above bounden [Name of Company] shall well and truly, from time to time, and at all times thereafter, abide by and perform all requirements of the aforesaid Contracts, respecting the payment of additional tax liabilities, penalties or interest imposed by a taxing authority on the taxpayer as a result of an error of the tax preparation service, then this obligation shall be void, otherwise to remain in full force and effect virtue in law.

This bond is and shall be construed to be a direct obligation by the principal and surety herein either jointly or severally, to the person who may be entitled to such sum for additional liabilities, penalties or interest imposed and may be sued upon and enforced in the name or names of such person or persons pursuant to the aforesaid Law.

This bond may be cancelled at any time by the surety upon giving ninety (90) days written notice to the Commissioner of Commerce and Insurance of the State of Tennessee, and by providing a copy of the notice to the principal, in which event the liability of the surety shall, at the expiration of the said ninety (90) days, cease and determine, except as to such liability of the principal on account of liabilities as may have accrued prior to the expiration of said ninety days, it being understood that the surety shall be liable, within the penal sum mentioned herein, for the default of the principal in fully discharging any liability on its part accruing during the life of this obligation.

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IN WITNESS WHEREOF, The said principal has caused these presents to be signed in its name by its President, attested by its Secretary and the said surety has likewise caused these presents to be signed in its name by its President, or other authorized officer, attested by its Secretary.

PRINCIPAL:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Per \_\_\_\_\_  
President

SURETY:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Per \_\_\_\_\_  
President or Authorized Officer of Surety Co.

I, \_\_\_\_\_, Secretary of the principal corporation aforesaid hereby certify that the Board of Directors of the principal aforementioned directed and empowered the execution of this Bond.

In witness whereof I hereunto set my hand and affix my official seal.

\_\_\_\_\_  
Secretary

**(PLEASE ATTACH POWER OF ATTORNEY)  
(USE THIS FORM OF ACKNOWLEDGMENT IF THE PRINCIPAL IS A CORPORATION)**

STATE OF \_\_\_\_\_,  
\_\_\_\_\_ COUNTY

This \_\_\_\_ day of \_\_\_\_\_, A.D. 2007, personally come before me, \_\_\_\_\_, Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_, \_\_\_\_\_ who being by me duly sworn says that he is acquainted with \_\_\_\_\_ who is president of said principal, and that he is the secretary of the said principal and saw the said president sign the foregoing instrument, and that he, the said secretary signed his name in attestation of the execution of said instrument in the presence of said president of said principal.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

My Commission Expires \_\_\_\_\_