

**INCOMM PREPAID PROGRAM  
PREPAID STORED VALUE CARD PROGRAM SCHEDULE**

(1) Vanilla Visa Gift Card Program Specifications: Customer may purchase from InComm the point-of-sale activated Vanilla Visa gift card product (“Vanilla Gift Card”) based on the terms contained herein. In addition to the retail face value per Vanilla Gift Card, Customer shall collect a fee from each end-user that purchases a new Vanilla Gift Card (the “Card Fee”) as set forth in the following table:

POINT-OF-SALE ACTIVATED PREPAID STORED VALUE CARD PRODUCTS		
<u>Product</u>	<u>Card Fee</u>	<u>Customer’s Share of the Card Fee</u>
Vanilla Visa Gift Card - \$25.00	\$3.95	\$1.20
Vanilla Visa Gift Card - \$50.00	\$4.95	\$1.75
Vanilla Visa Gift Card - \$100.00	\$5.95	\$2.00
Vanilla Visa Gift Card Bill Payment - \$100	\$4.95	\$1.75
One Vanilla Prepaid Visa	\$4.95	\$1.75

The Card Fee and Customer’s Commission of the Card Fee are subject to change upon five (5) days’ prior written notice. Available denominations are subject to change upon notice. All purchases are subject to the terms and conditions and policies and procedures as set forth from time-to-time by ITCFL and/or IHFL (the “Licensees”). Availability of all products and services and program terms and conditions are subject to change upon notice by InComm and/or the Licensees. Customer will post all point-of-sale materials, including copies of state issued licenses, provided by the Licensees to ensure compliance with applicable law. Due to certain state laws, Vanilla Gift Cards may not be available for sale in some states. Under no circumstances shall Customer allow or accept the return of Vanilla Gift Cards from end user customers. Customer will be responsible for all unauthorized returns.

(2) Payment of Retail Face Value Per Card; Payment of Card Fees: Customer hereby authorizes InComm to sweep Customer’s designated account by ACH debit (the “ACH Debit”) on a daily basis for all amounts owed for any and all Vanilla Gift Cards and Vanilla Bill Pay Cards activated by Customer’s stores (including the retail face value for each Vanilla Gift Card and Vanilla Bill Pay Card activated and the associated Card Fee, less Customer’s commission of the Card Fee) based on the following schedule:

Day of Sale (12:00:00 a.m. - 11:59:59 pm EST)	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Day of ACH Debit by InComm	Immediately following Tuesday or thereafter	Immediately following Wednesday or thereafter	Immediately following Thursday or thereafter	Immediately following Friday or thereafter	Immediately following Monday or thereafter	Immediately following Monday or thereafter	Immediately following Monday or thereafter

In the event of a bank holiday, InComm shall be permitted to perform any applicable ACH Debit on the next business day or thereafter. Customer shall be liable to InComm for all banking charges or fees incurred by InComm as a result of any failed or rejected ACH Debit attempts in connection with Customer’s designated account. Promptly after execution of this Schedule (but in any event before implementation of this Schedule), Customer shall complete, execute and deliver to InComm all forms necessary for InComm to perform the ACH Debit. InComm will provide to Customer a reconciliation describing the products and services for which the ACH Debit was performed. Any failure by InComm to perform any ACH Debit as authorized hereunder shall not be construed in any manner as a waiver of the Customer’s obligation to pay any amounts due hereunder. All amounts due by Customer to InComm shall be paid without any deduction, revision or set-off whatsoever. In the event of late payment, in addition to any other rights available in this Agreement or at law or in equity, (i) all unpaid amounts shall be subject to a late fee equal to the greater of one and one-half percent (1.5%) per month of the total unpaid balance or five percent (5%) of such unpaid balance; and (ii) InComm may

immediately suspend the ability for Customer's stores to activate any products and services until InComm has received payment in full of all outstanding amounts, including any late fees.

- (4) **Inventory Control.** Customer shall (i) store all Vanilla Gift Cards and Vanilla Bill Pay Cards not displayed for sale in a secure location to which access is limited to only those employees and representatives of Customer whose duties justify their access to such secure location, and (ii) take all steps necessary to properly secure and protect the Vanilla Gift Cards and Vanilla Bill Pay Cards for sale. Upon request by InComm or in the event of expiration or termination of this Agreement, Customer will return all Vanilla Gift Cards and Vanilla Bill Pay Cards in its possession to InComm.
- (5) **Merchant Destruction Form.** Customer shall, on a daily basis, destroy all damaged Vanilla Gift Cards and Vanilla Bill Pay Cards, including, without limitation, those with a missing or damaged tamper-resistant cover over the personal identification number, pursuant to the Merchant Destruction Form provided by InComm.
- (6) **Corporate Verification Form.** Customer must cooperate in a background verification process pursuant to the Licensees' requirements and various state and federal regulations, including, without limitation, the Bank Secrecy Act, as amended. Prior to or contemporaneously with Customer's execution of this Schedule, Customer shall deliver to InComm a Corporate Verification Form ("CV Form") completed by every person who holds a thirty-three percent (33%) or greater ownership interest in Customer. Customer must provide InComm updated CV Forms as necessary from time to time to ensure that all information contained in the CV Forms delivered by Customer to InComm remains current and accurate at all times. Customer acknowledges and agrees that all information contained in a CV Form provided by Customer to InComm will be verified by independent third parties on at least an annual basis. The authorization of Customer hereunder to sell Vanilla Gift Cards and Vanilla Bill Pay Cards is subject to the results of the verification process and can be revoked at any time. In the event that Customer is a publicly held entity, Customer must provide InComm with its Standard Industrial Classification Code ("SIC Code").
- (7) **Fraud Alert/Recovery.** Immediately following Customer's discovery that a Vanilla Gift Card or Vanilla Bill Pay Card was activated in a fraudulent manner due to consumer or employee fraud, Customer shall communicate to InComm via fax, phone or overnight mail all information in Customer's possession regarding such fraudulent transaction and InComm will immediately attempt to cancel the affected Vanilla Gift Card or Vanilla Bill Pay Card. Customer agrees that time is of the essence in such a situation and that should such a request for fraud recovery happen after the perpetrator of fraud has spent the funds in question, InComm will not have any obligation to refund or recover such funds. Customer will be responsible for all employee fraud.
- (8) **Appointment Agreement.** Prior to or contemporaneously with Customer's execution of this schedule, Customer shall complete and execute the Licensees' Appointment Agreement in order to be eligible to offer the Vanilla Gift Card and Vanilla Bill Pay Card.
- (9) **Anti-Money Laundering Program.** To assure compliance with applicable laws and regulations, both InComm and Customer hereby agree to cooperate fully to establish an AML Training Document suitable for use by Customer in training Customer's employees engaged in the sale of Vanilla Gift Cards and Vanilla Bill Pay Cards. Customer agrees to designate an employee as the AML Compliance party for Customer. Customer further agrees to make evidence of such training (a roster with names and dates of training) available to InComm on a quarterly basis. InComm agrees to participate in the development of the AML Training Program for Customer as it relates hereto. Customer agrees to comply with, and cause its employees, licensees, franchisees, agents and representatives to comply with, all instructions of each Licensee with respect to the sale of Vanilla Gift Cards and Vanilla Bill Pay Cards compliance with any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof.

**ACCEPTED AND AGREED TO BY:**

**CUSTOMER'S FULL CORPORATE LEGAL NAME:** \_\_\_\_\_

**By {authorized signature}:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## APPOINTMENT AGREEMENT FOR PAYMENT SERVICES

This Appointment Agreement for Payment Services (“Appointment Agreement”), dated as of \_\_\_\_\_, 20\_\_ (“Effective Date”) is made by and among ITC Financial Licenses, Inc., a South Dakota corporation (“ITCFL”), IH Financial Licenses, Inc., a South Dakota corporation (“IHFL”), and \_\_\_\_\_ (“Agent”). Each of ITCFL, IHFL and Agent is referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, each of ITCFL and IHFL is engaged in the business of money transmission, and is licensed or otherwise authorized to provide the Payment Services (defined below) in various jurisdictions;

**WHEREAS**, Interactive Communications International, Inc., a Florida corporation (“InComm”), an affiliate and authorized agent of each of ITCFL and IHFL, is engaged in the business of (i) marketing and distributing financial products and services on behalf of certain third parties, including, without limitation, state-licensed money transmitters, (ii) processing financial transactions, and (iii) performing other services for companies offering financial products and services, including stored value products and services;

**WHEREAS**, each of ITCFL and IHFL have entered into services agreements with InComm, under which InComm provides various services, including marketing and distribution services, relating to the Payment Services;

**WHEREAS**, Agent and InComm have entered into a separate distribution and services agreement (the “InComm Agreement”), pursuant to which Agent will, among other things, provide all or a portion of the Payment Services in the manner described therein;

**WHEREAS**, in connection with those obligations of Agent under the InComm Agreement, ITCFL and IHFL desire to appoint Agent, as their representative and designated agent, solely to the extent required by Applicable Law, with the authority to provide the Payment Services, as defined herein, as appropriate, from time to time.

**NOW, THEREFORE**, in consideration of the agreements, conditions and covenants set forth below, the Parties agree as follows:

1. Appointment.

A. Each of ITCFL and IHFL (each, a “Licensee,” and, collectively, the “Licensees”) hereby appoint Agent as its representative and designated agent, with the authority to provide the Payment Services, pursuant to the terms and conditions set forth herein, and to engage in money transmission on its behalf, as applicable, through the internet, telephone or retail locations, in each case as approved by the Licensees, from time to time, for the sole purpose of performing Agent’s obligations under the InComm Agreement. “Payment Services” may include (i) the sale or reload of stored value cards, (ii) walk-in bill payment services, whereby bill payment customers can enter participating Agent retail locations and make payments on certain consumer accounts held by merchants providing goods and services to such bill payment customer, which payments are then processed and remitted to the merchant on behalf of the bill payment customer, and (iii) general money transmission, whereby the Licensees are engaged generally in receiving money for transmission or transmitting money within the United States or to locations outside the United States. Agent may not delegate its appointment hereunder without the prior written consent of each Licensee and any regulatory authority whose consent is required by Applicable Law. As of the Effective Date, IHFL is licensed as a money transmitter in the State of Michigan, and may become licensed in such other jurisdictions as IHFL may notify Agent of from time to time.

B. Any unauthorized provision of Payment Services by Agent shall constitute a material breach of this Appointment Agreement, and in such event, (i) each Licensee shall be completely released from any liability or obligation to Agent relating to the unauthorized Payment Services, and (ii) each Licensee shall have the right to terminate the Agent’s rights under this Appointment Agreement at any time thereafter.

2. Payment Services.

A. Generally. Agent acknowledges that, as between the Licensees and Agent, and subject to the fulfillment of any notice or approval obligations owed to consumers, each Licensee shall have the right, in its sole discretion, from time to time, to establish, change, alter, or amend the terms and conditions, warranties, methods of payment and any other matters relating to the provision of the Payment Services, including discontinuance of the Payment Services at any time upon notice to Agent or the relevant consumers, as applicable. Upon receipt of notice of cancellation of the Payment Services, Agent shall immediately (i) cease, and cause each of its retail locations to cease, offering such cancelled service, and (ii) remove, and cause each of its retail locations to remove, from any physical location, telephone system or internet site of Agent, as applicable, any signage or other promotional material related to such cancelled service. Agent agrees to be

solely responsible for the correctness and legitimacy of all Payment Services conducted by it and for all data entered by Agent's employees, agents or representatives in connection therewith. Agent shall not intentionally or negligently falsify sales records or engage in deceptive, unethical, misleading or fraudulent conduct that is, or could reasonably be expected to be, detrimental to either Licensee or their products or services. All Payment Services conducted by Agent shall be in accordance with the Licensees' instructions and written procedures as provided to Agent. Without limiting the foregoing, upon reasonable advance written notice to Agent that either Licensee has determined, in its reasonable discretion, that Applicable Law requires a modification to the manner in which Agent provides the Payment Services, Agent shall utilize commercially reasonable efforts to modify its provision of the Payment Services to so comply with Applicable Law. In the event that either Licensee determines, in its reasonable discretion, that the modification implemented by Agent with respect to such Applicable Law is insufficient to comply, then such Licensee may immediately terminate this Appointment Agreement upon written notice to Agent.

B. Emergency Suspension. Upon fax or written notice to Agent by either Licensee, Agent agrees to immediately (within twenty-four (24) hours of Agent's receipt of such notice) halt the provision of all Payment Services ("Emergency Suspension"). An event giving rise to an Emergency Suspension may include an immediate regulatory change, governmental action, a breach of security, the need to protect or preserve Consumer Funds (defined below), the financial insolvency of any Party, a suspension, stay, or hold on any of Agent's deposit or bank accounts that contain Consumer Funds, the appointment of a receiver, trustee or fiduciary over any Party, or any other similar reason determined by either Licensee using its commercially reasonable judgment in order to prevent fraud, abuse, or a violation of Applicable Law and immediately upon Agent being subject to a bankruptcy filing until the Bankruptcy Authorization (defined below) is obtained or waived in writing by each Licensee.

C. Loss Recovery. Agent will be liable for all losses (A) caused by the fraud, negligence, or theft by Agent's employees, agents or representatives in connection with the provision of the Payment Services; or (B) caused by Agent's acceptance of a form of payment in connection with the provision of the Payment Services which results in (1) insufficient funds or (2) funds obtained in a fraudulent manner being used by a consumer in connection with the Payment Services, including, without limitation, checks drawn against accounts with insufficient funds, invalid credit cards, stolen checks, stolen credit or prepaid cards, or counterfeit currency. Each Licensee will cooperate in a commercially reasonable way with Agent's personnel in an effort to locate and prosecute the perpetrator of such fraud.

### 3. Compliance.

A. Agent shall comply with Applicable Law in its provision of the Payment Services including, without limitation, those provisions set forth in Exhibit A attached hereto and incorporated herein. "Applicable Law" means (i) all applicable rules and regulations of any card association utilized in connection with the Payment Services, (ii) any applicable rule or requirement of the National Automated Clearinghouse Association, and (iii) any and all foreign, federal, state and local laws, treaties, rules, regulations, regulatory guidance, determinations of (or agreements with) an arbitrator or governmental agency or authority and mandatory written direction from (or agreements with) any arbitrator or governmental agency or authority, including, without limitation, the Bank Secrecy Act and the regulations promulgated thereunder, including, without limitation, 31 C.F.R. 1022.210, 31 C.F.R. 1022.320, 31 C.F.R. 1022.420, and any successor provisions, any and all sanctions or regulations enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, and statutes or regulations relating to money transmission or unclaimed property, that are applicable to the marketing or provision of Payment Services, or otherwise applicable to any of the Parties, as the same may be amended and in effect from time to time during the Term.

B. Each Licensee and Agent acknowledge and agree that its activities hereunder, and the activities of any authorized delegates or sub-delegates hereunder, are subject to the supervision, examination, and regulation of various state regulatory authorities having jurisdiction over the Licensees as licensed money transmitters.

### 4. Warranties, Limitations of Liability.

A. NO PARTY, NOR THEIR RESPECTIVE SUBSIDIARIES, PARENTS OR AFFILIATES SHALL BE LIABLE TO ANY OTHER PARTY TO THIS APPOINTMENT AGREEMENT OR ITS SUBSIDIARIES, PARENTS OR AFFILIATES, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WRONGFUL DEATH OR INJURY OF ANY PERSON. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS CONTAINED IN THIS SECTION 4(A) SHALL NOT APPLY TO ANY CLAIM THAT IS SUBJECT TO INDEMNIFICATION UNDER SECTION 5.

B. NO PARTY, NOR THEIR RESPECTIVE AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

C. Each Party shall have the duty to mitigate damages for which any other Party may become responsible.

5. Indemnification.

A. Each Licensee covenants and agrees to indemnify and hold Agent, its parent or affiliates, and their respective officers, directors, employees, agents and permitted assigns harmless against any and all liability, damages, costs, expenses, including reasonable legal fees and expenses, for any third party claim or demand, including, without limitation, any fees or penalties assessed by any regulatory authority (“Claim”) arising out of or related to: (1) such Licensee’s breach of a representation, warranty or obligation under this Appointment Agreement; or (2) any negligence, fraud or willful misconduct by such Licensee. This provision shall not apply with respect to Agent to the extent Agent is obligated to provide indemnity under sub paragraph (B) below.

B. Agent covenants and agrees to indemnify and hold each Licensee, its respective parent or affiliates, and respective officers, directors, employees, agents and permitted assigns harmless against any and Claims arising out of or related to: (1) Agent’s breach of a representation, warranty or obligation under this Appointment Agreement; or (2) any negligence, fraud or willful misconduct by Agent or any of its employees, agents or representatives, including, without limitation, fraudulently or incorrectly entering data regarding the Payment Services or failing to collect or deposit the appropriate amount of funds to be remitted as part of any Payment Services conducted by Agent. This provision shall not apply with respect to either Licensee to the extent such Licensee is obligated to provide indemnity under sub paragraph (A) above.

C. If any Claim is asserted against any party or parties (individually or collectively, the “Indemnified Party”) by any person who is not a Party to this Appointment Agreement in respect of which the Indemnified Party may be entitled to indemnification under the provisions of subsections (A) or (B) above, written notice of such Claim shall promptly be given to any Party or Parties (individually or collectively, the “Indemnifying Party”) from whom indemnification may be sought. The Indemnifying Party shall have the right, by notifying the Indemnified Party within ten (10) business days of its receipt of the notice of the Claim, to assume the entire control (subject to the right of the Indemnified Party to participate at the Indemnified Party’s expense and with counsel of the Indemnified Party’s choice) of the defense, compromise or settlement of the matter, including, at the Indemnifying Party’s expense, employment of counsel of the Indemnifying Party’s choice. The Indemnifying Party shall not compromise or settle a Claim against the Indemnified Party without the Indemnified Party’s consent, which shall not be unreasonably withheld or delayed, where such compromise or settlement involves the payment of money or an admission of liability by the Indemnified Party.

6. Consumer Funds; Obligations During Bankruptcy. The Parties acknowledge that each Licensee has authorized InComm to enter into the InComm Agreement with Agent for the purposes of memorializing certain terms related to Agent’s provision of the Payment Services, including, without limitation, specific terms related to each of the Payment Services which govern the timing and manner by which Agent shall remit the related Consumer Funds (defined below) to the Licensees in connection therewith. Agent shall handle and remit all money and monetary value received in connection with the provision of the Payment Services in accordance with the terms of this Appointment Agreement, the InComm Agreement and Applicable Law. The consumer funds received by Agent and any authorized delegates or sub-delegates hereunder, in connection with the provision of the Payment Services (“Consumer Funds”) shall be and remain the sole property of the applicable consumers during and after the time the Consumer Funds are presented to Agent by the consumer and will not be deemed the property or an asset of Agent, nor will such Consumer Funds be included on any balance sheet or asset statement of Agent. Furthermore, Agent represents and warrants that the Consumer Funds are not subject to, and covenants that during the term of this Appointment Agreement will not be subject to, creditors (whether secured or unsecured) of Agent or its affiliates, whether in connection with any bankruptcy or secured creditor proceeding filed by or against Agent, its affiliates or otherwise. Agent shall take all action necessary or appropriate: (A) to ensure that the Consumer Funds do not become subject to any pledge, assignment, transfer or security interest made or granted, voluntarily or involuntarily, by Agent to any third party; and (B) to accomplish the immediate release to the Licensees of all Consumer Funds, current or future, and remove such Consumer Funds from inclusion in any bankruptcy proceeding involving Agent or proceeding brought against Agent by any creditor of Agent. Agent agrees that (X) in any cash management or other related motion filed in its bankruptcy proceeding, that Agent will include a request to obtain bankruptcy court authorization to continue the remittance of Consumer Funds to the Licensees in the manner provided under this Appointment Agreement and the InComm Agreement, and (Y) Agent will obtain entry of an order approving such arrangements on an interim and/or final basis in form and substance acceptable to each Licensee (“Bankruptcy Authorization”). Notwithstanding anything to the contrary contained herein, Agent agrees that it shall be liable to the

Licenses for all Consumer Funds associated with the Payment Services provided by Agent pursuant to this Appointment Agreement. Agent hereby authorizes each Licensee to initiate electronic funds transfers of Consumer Funds from the account in which such funds are maintained by Agent into an account designated by such Licensee at such frequency as the Licensees may determine appropriate, or as may otherwise be required by Applicable Law.

7. Compliance Audits. Agent acknowledges and agrees that each Licensee may periodically, and upon ten (10) business days prior written notice, conduct audits of Agent during Agent's normal business hours, including a review of its facilities, books and records related to this Appointment Agreement or the Payment Services, to confirm Agent's compliance with Applicable Law, the InComm Agreement and this Appointment Agreement.

8. Term and Termination. The term of this Appointment Agreement ("Term") shall commence upon the Effective Date and continue until the earlier of: (i) the termination or expiration of the InComm Agreement; (ii) either Licensee's written notice to Agent in the event of Agent's breach of this Appointment Agreement; or (iii) the exercise of any other termination right hereunder by either Licensee.

9. Successors in Interest. In the event either Licensee is acquired by or merged into an affiliated entity, such affiliated entity shall assume the obligations of such Licensee hereunder and shall have the authority to maintain Agent's agency appointment according to the terms and conditions hereunder. The term "Licensee" as used hereunder shall apply to such affiliated entity in the same capacities and to the same extent as applied to either Licensee so acquired by such affiliated entity.

10. Amendments. Agent acknowledges and agrees that either Licensee may, from time to time, amend this Appointment Agreement, including, without limitation, Exhibit A attached hereto, as such Licensee shall deem necessary in its reasonable discretion to comply with Applicable Law, at which time such Licensee shall communicate to Agent the content of any such amendment. No later than five (5) business days following Agent's receipt of any such notification from either Licensee, Agent shall acknowledge its receipt of such notice and provide such Licensee with evidence of its consent to such amendment in the manner specified in the notice, following which this Appointment Agreement shall be amended in the manner specified in such amendment.

11. Assignment. No Party may assign or otherwise transfer any of its rights or obligations under this Appointment Agreement without the prior written consent of each of the other Parties; provided, however, that either Licensee may assign its rights and obligations under this Appointment Agreement to any third party who: (a) is licensed as a money transmitter in each of the jurisdictions in which either Licensee is required to be licensed hereunder, (b) is registered as a money services business with the U.S. Department of Treasury's Financial Crimes Enforcement Network, if applicable, and (c) otherwise acknowledges receipt of such assignment and agrees to assume the rights and obligations herein.

12. Governing Law. This Appointment Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of law principles thereof.

13. Severability; Waiver. If any provision of this Appointment Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Appointment Agreement shall not be affected thereby and shall be binding upon the Parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Appointment Agreement. The failure by any Party to insist upon strict performance of any of the provisions contained in this Appointment Agreement shall in no way constitute a waiver of its rights as set forth in this Appointment Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by any other Party in the performance of or compliance with any of the terms and conditions set forth in this Appointment Agreement.

14. Survival. All provisions of this Appointment Agreement which by their nature extend beyond the expiration or termination of this Appointment Agreement, including, without limitation, Sections 4, 5, 12 and 13, shall survive the termination or expiration of this Appointment Agreement.

15. Counterparts. This Appointment Agreement may be executed and then delivered via facsimile transmission, via the sending of PDF or other copies thereof via email and in one or more counterparts, each of which shall be an original but all of which taken together shall constitute one and the same Appointment Agreement.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS HEREOF, the Parties have executed this Appointment Agreement as of the Effective Date.

**IH FINANCIAL LICENSES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ITC FINANCIAL LICENSES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## Exhibit A

### State Addendums

With respect to Agent's provision of the Payment Services in the following jurisdictions, Agent shall:

#### ALASKA

1. Operate in full compliance with the Alaska Uniform Money Services Act and any policies and procedures provided to Agent by Licensee in connection with same. *Alaska Stat. § 06.55.301(a)*.
2. Remit all money owing to Licensee under the terms of the contract between Licensee and Agent. *Alaska Stat. § 06.55.301(b)*.
3. Cease to provide money services as an authorized delegate of Licensee upon notice by the Alaska Department of Commerce, Community and Economic Development that Licensee's money service license is suspended and/or revoked. *Alaska Stat. § 06.55.301(c)*.
4. Not provide money services outside the scope of activity permissible under the contract between Agent and Licensee. *Alaska Stat. § 06.55.30(d)*.
5. Hold in trust for the benefit of Licensee all money, net of fees, received from money transmission. *Alaska Stat. § 06.55.301(d)*.
6. Not use a sub-delegate to conduct money services on behalf of Licensee. *Alaska Stat. § 06.55.301(e)*.
7. Consent to an on-site examination by the Alaska Department of Commerce, Community, and Economic Development. *Alaska Stat. § 06.55.401(a)*.
8. File with the Alaska attorney general all reports required by federal currency reporting, record keeping, and suspicious transaction reporting requirements as set out in 31 U.S.C. 5311, 31 C.F.R. 103, and other federal and state laws pertaining to money laundering. *Alaska Stat. § 06.55.406(a)*.
9. Not disclose to another person financial information, defined to include a consumer's social security number, taxpayer identification number, account number, credit card account number, debit card account number, personal identification number, payment instrument number, or access code, provided to Licensee or Agent by such consumer except when, and only to the extent that, the disclosure is (1) authorized in writing by the consumer; (2) required by federal, state, or local law; (3) required by an order issued by a court or an administrative agency; or (4) part of the money services transaction ordered by the consumer. *Alaska Stat. § 06.55.407(d)-(e)*.
10. Display a sign at each location where Agent provides money services under the Alaska Uniform Money Services Act. The sign shall be displayed at all times in full view of persons visiting the location and shall give the Alaska Department of Commerce, Community and Economic Development's address and telephone number for receiving calls regarding complaints and other concerns about Licensees and/or Agent. *Alaska Stat. § 06.55.810(b)-(c)*.

#### ARIZONA

\*\*For a copy of Arizona's statute, please see *Schedule A.1*

1. Display at each location a notice in a form prescribed by the Arizona Superintendent of Financial Institutions that indicates that Agent is an authorized delegate of Licensee under Title 6, Chapter 12 of the Arizona Code. *A.R.S. § 6-1207(c)*.
2. Comply with the operating policies and procedures provided by Licensee to Agent to enable compliance with the provisions of Title 13, Chapter 23 and Title 6, Chapter 12 of the Arizona Code and any rules adopted thereunder. *R.S. § 6-1208(B)*.
3. Immediately cease to operate as a delegate of Licensee upon notice of the revocation or suspension of Licensee's money transmitter license. *A.R.S. § 6-1208(C)*.
4. Hold in trust for the benefit of Licensee all monies received from the sale or delivery of Licensee's payment instruments or monies received for transmission. *A.R.S. § 6-1209(B)*.

5. Be subject to examination at the discretion of the Arizona Superintendent of Financial Institutions. *A.R.S. § 6-1209(C)*.
6. Preserve its records for at least five years after making the final entry on any transaction and keep any other records required by the Arizona Superintendent of Financial Institutions. *A.R.S. § 6-1213(B)*.
7. Ensure that every payment instrument sold by Agent bears the name of Licensee and a unique consecutive number clearly stamped or imprinted on it. *A.R.S. § 6-1215(A)*.
8. For every transaction that involves the receipt of money, maintain written records, including (i) the name of Licensee, (ii) the street address of the location where the money was received, (iii) the name and street address of the consumer if reported to Agent, (iv) the approximate date of the transaction, (v) the name or other information of the employee of Agent who may have conducted the transaction, and (vi) the amount of the transaction, for a period of five years from the date of the transaction. *A.R.S. § 6-1215(B)*.

## **ARKANSAS**

1. Operate in full compliance with the Arkansas Uniform Money Services Act and any policies and procedures provided to Agent by Licensee in connection with same. *A.C.A. § 23-55-501(b)*.
2. Remit all money owing to Licensee under the terms of the contract between Licensee and Agent. *A.C.A. § 23-55-501(c)*.
3. Cease to provide money services as an authorized delegate of Licensee upon notice that the money service license is suspended or revoked. *A.C.A. § 23-55-501(d)*.
4. Not provide money services outside the scope of activity permissible under the contract between Agent and Licensee. *A.C.A. § 23-55-501(e)*.
5. Hold in trust for the benefit of Licensee all money, net of fees, received from money transmission. *A.C.A. § 23-55-501(e)*.
6. Not use a sub-delegate to conduct money services on behalf of Licensee. *A.C.A. § 23-55-501(e)*.
7. Submit to an on-site examination by the Arkansas Securities Commissioner. *A.C.A. § 23-55-601(a)*.
8. File with the securities Arkansas Securities Commissioner all reports required by federal currency reporting, record keeping, and suspicious transaction reporting requirements as set out in *31 U.S.C. 5311*, *31 C.F.R. 103*, and other federal and state laws pertaining to money laundering. *A.C.A. § 23-55-606(a)*.
9. Ensure that the name and mailing address or telephone number of Licensee is provided to the consumer in connection with each money transmission or currency exchange transaction. *A.C.A. § 23-55-608(a)*.
10. Display prominently in a form and in a medium prescribed by the Arkansas Securities Commissioner a notice that states or contains the following information: (i) the name, mailing address, and telephone number of Agent, (ii) a statement that Agent is an agent conducting business on behalf of Licensee under Title 23, Subtitle 2, Chapter 55 of the Arkansas Code, (iii) the name, mailing address, and telephone number of Licensee, (iv) a statement directing consumers with complaints to contact the Arkansas State Securities Department, and (v) the current mailing address and telephone number of the Arkansas State Securities Department. *A.C.A. § 23-55-608(a)-(b)*.

## **CALIFORNIA**

1. Make and keep accounts, correspondence, memorandums, papers, books, and other records as the California Commissioner of Financial Institutions by regulation or order requires and preserve the records for the time specified by the regulation or order. *Cal. Fin. Code § 2060(c)(2)*.
2. Hold all funds, less any fees due to Agent, received for transmission by Agent on behalf of Licensee, in trust owned by and belonging to Licensee until the time when the money or an equivalent amount are remitted by Agent to Licensee. *Cal. Fin. Code § 2060(c)(3) and (f)*.

3. Remit all money in accordance with the California Money Transmission Act. *Cal. Fin. Code § 2060(c)(4)*.
4. Comply with any other provisions that the California Commissioner of Financial Institutions may find to be necessary to carry out the provisions and purposes of the California Financial Code, Chapter 14. *Cal. Fin. Code § 2060(c)(5)*.
5. Remit all money owing to Licensee in accordance with the terms of contract with Licensee. *Cal. Fin. Code § 2060(d)*.
6. Remit all money, less any fees, received on behalf of Licensee for money transmission as follows: (i) within three business days of receipt, (ii) in case the aggregate face amount of the money, less fees, does not in any calendar week exceed ten thousand dollars (\$10,000), within 10 business days of receipt, and (iii) within a period longer than three business days of receipt, if Agent has previously deposited with, and during such period maintains on deposit with, an office of an insured bank or of an insured savings and loan association located in the United States in an account that is in the sole and exclusive name of Licensee an amount that, for each day by which such period exceeds three business days, is not less than the aggregate face amount of money received on behalf of Licensee for money transmission that Agent usually sells per day, (iv) within such shorter period as Licensee may provide. *Cal. Fin. Code § 2060(e)*
7. Not provide money transmission outside the scope of activity permissible under the contract with Licensee. *Cal. Fin. Code §2060(f)*.
8. Not appoint a sub-agent to receive transmission money. *Cal. Fin. Code § 2060(g)*.
9. Not conduct money transmission on behalf of Licensee without concurrently receiving money, monetary value or its equivalent, credit card, or payment instrument, or a combination of same believed to be valid in an amount not less than the amount of the money transmission being provided. In the case of a sale of payment instruments or stored value to an insured bank, an insured savings and loan association, or an insured credit union, Agent may receive such amounts the next business day after the sale. *Cal. Fin. Code § 2060(i)*.
10. If Agent commingles any money or monetary value, less fees, received on behalf of Licensee for money transmission with any other property owned or controlled by Agent, all such property shall be impressed with a trust in favor of Licensee in an amount equal to the aggregate amount of such money so commingled. No money or monetary value, less fees, received by Agent on behalf of Licensee for money transmission, while held by Agent, nor any property impressed with a trust pursuant to this subdivision, shall be subject to attachment, levy of execution, or sequestration by order of any court, except for the benefit of Licensee. *Cal. Fin. Code § 2060(j)*.
11. Submit, at any time, to examination conducted by the California Commissioner of Financial Institutions in order to ascertain whether Agent's business is being conducted in a lawful manner and whether all moneys received for transmission are properly accounted for. Directors, officers, and employees of Agent shall exhibit to the California Commissioner of Financial Institutions, on request, any or all of Agent's accounts, books, correspondence, memoranda, papers, and other records and shall otherwise facilitate the examination so far as it may be in their power to do so. *Cal. Fin. Code § 2120(a)-(b)*.
12. Display signage clearly identifying the name of Licensee as well as any trade names used by Licensee at that branch office. *Cal. Fin. Code § 2103(c)*.
13. Prominently post on the premises of each branch office that conducts money transmission a notice, in English and in the same language principally used by Agent to advertise, solicit, or negotiate either orally or in writing and in a form provided by Licensee, stating that the following:

If you have complaints with respect to any aspect of the money transmission activities conducted at this location, you may contact the California Department of Financial Institutions at its toll-free telephone number, 1-800-622-0620, by e-mail at [consumer.complaint@dfi.ca.gov](mailto:consumer.complaint@dfi.ca.gov), or by mail at Department of Financial Institutions, Consumer Services, 1810 13th Street, Sacramento, CA 95811.

The sign must be clear, legible, and in letters not less than one-half inch in height and posted in a conspicuous location in the unobstructed view of the public within the premises. *Cal. Fin. Code § 2105(a)-(b)*.

14. Prominently post on the premises of each branch office that issues or sells payment instruments, and at machines located in operated by Agent that issues or sells payment instruments, a notice, printed in English and in the same language principally used by Agent to advertise, solicit, or negotiate, either orally or in writing, and in a form provided by Licensee, clearly stating that payment instruments are not insured by the federal government, the state government, or any other public or private entity. The notice shall be clear, legible, and in letters not less than one-half inch in height and shall be posted in a conspicuous location in the unobstructed view of the public within the premises. *Cal. Fin. Code § 2104.*
15. Not sell any payment instrument containing Agent's name which does not identify Licensee at least as conspicuously as it does the Agent. *Cal. Fin. Code § 2106.*
16. Upon notice that Licensee's license has been suspended or revoked or that the Commissioner has issued an order taking possession of the property and business of Licensee, not receive any transmission money on behalf of Licensee. *Cal. Fin. Code § 2063(a).*
17. Not engage in fraud, intentional misrepresentation, or gross negligence or any unsafe or unsound practice. *Cal. Fin. Code § 2150(a)(3) and (a)(6).*
18. Comply with California and federal anti-money laundering statutes. *Cal. Fin. Code § 2150(a)(4).*
19. Not make or cause to be made in any application or report filed with California Commissioner of Financial Institutions or in any proceeding before California Commissioner of Financial Institutions, any statement that was at the time and in the light of the circumstances under which it was made, false or misleading with respect to any material fact, or has omitted to state in any of those applications, reports, or proceedings any material fact which is required to be stated therein. *Cal. Fin. Code § 2150(a)(7).*
20. Provide a receipt to any customer in the case of money received for a transmission which includes the following language, in a size equal to at least 10 point bold type:

**RIGHT TO REFUND**

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if ITC Financial Licenses, Inc. does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you. If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money. If you want a refund, you must mail or deliver your written request to ITC Financial Licenses, Inc. at 1200 Brookstone Centre Parkway, Suite 220, Columbus, GA 31904. 800-698-2438. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to Section 2102 of the California Financial Code.

If Agent does not have the capability to print the above referenced language in at least 10 point bold type on the receipt, then Agent shall print the receipt with the above referenced language capitalized and in increased type size as directed by Licensee in its sole and absolute discretion and approved by the California Commissioner of Financial Institutions. If Agent later obtains such capability, Agent shall immediately begin printing the above referenced language in a size equal to at least 10 point bold type. *Cal. Fin. Code § 2102(b).*

**COLORADO**

1. Require each of its employees who perform money transmission services to either (i) understand and sign a form, promulgated by the Colorado Banking Board and containing a notice of the contents of Colo. Rev. Stat. 18-18-408 and other state and federal laws regarding money laundering, affirming knowledge of the money laundering laws prior to the employee performing such services or (ii) receive training that covers the money laundering laws within thirty days before the employee performs such services. *Colo. Rev. Stat. 12-52-203(2)(a).*

2. Maintain a record of each employee along with the signed notice or evidence of training on money laundering laws so long as the employee provides such money transmission services. The records may be maintained in an electronic or digital format that reproduces the signature on the documents by the agent. *Colo. Rev. Stat. 12-52-203(2)(b)*.
3. Not knowingly employ a person to perform money transmission services who has been convicted of or plead guilty or nolo contendere to the offenses in Article 5 of Title 18 of the Colorado Revised Statutes or in Colo. Rev. Stat. 18-18-408; a felony in the selling or issuing of exchange or in money transmission; a felony involving a financial institution; or an equivalent crime outside Colorado. *Colo. Rev. Stat. 12-52-205(2)*.

## **CONNECTICUT**

1. Submit to examination by the Connecticut Banking Commissioner. *Conn. Gen. Stat. § 36a-605*
2. From the moment of receipt, hold the proceeds of a sale or delivery of Licensee's Connecticut payment instruments in trust for the benefit of Licensee on behalf of Licensee. *Conn. Gen. Stat. § 36a-607(3)*.

## **DELAWARE**

1. Ensure that every check, defined to include any instrument for the transmission or payment of money, bears the name of Licensee clearly imprinted thereon. *5 Del. C. § 2313(a)*.

## **DISTRICT OF COLUMBIA**

1. Submit to and pay all reasonable costs for an on-site examination of Agent by the Commissioner of the Department of Insurance, Securities, and Banking. *D.C. Code § 26-1013(b)*.
2. Not make any fraudulent or false statement or misrepresentation to Licensee or to the Commissioner of the Department of Insurance, Securities, and Banking. *D.C. Code § 26-1017(a)*.
3. Engage in money transmission strictly in accordance with the written procedures provided to Agent by Licensee. *D.C. Code § 26-1017(b)*.
4. Remit all money owing to Licensee in accordance with the terms of the contract between the Licensee and Agent, but not to exceed a remittance time of 30 calendar days, as doing so may result in liability by Agent or Licensee for treble damages. *D.C. Code § 26-1017(c) and CDCR 26A-2212.1*.
5. Consent to inspection by the Commissioner of the Department of Insurance, Securities, and Banking, with or without prior notice to Agent, of the books and records of Agent when the Commissioner of the Department of Insurance, Securities, and Banking has a reasonable basis to believe that Agent is not in compliance with this Title 26, Chapter 10 of the District of Columbia Code. *D.C. Code § 26-1017(d)*.
6. Act only as authorized under the contract with Licensee as failure to do so may result in cancellation of such contract and further disciplinary action by the Commissioner of the Department of Insurance, Securities, and Banking. *D.C. Code § 26-1017(e)*.
7. Ensure all funds, less fees, received by Agent from the sale or delivery of a payment instrument issued by Licensee or for transmission, from the time such funds are received by Agent until such time when the funds or an equivalent amount are remitted by Agent to Licensee, constitute trust funds owned by and belonging to Licensee. *D.C. Code § 26-1017(f)*.
8. Report to Licensee the theft or loss of payment instruments within 24 hours from the time Agent knew or should have known of the theft or loss. *D.C. Code § 26-1017(g)*.

## **FLORIDA**

1. Report to Licensee, immediately upon discovery, the theft or loss of currency received for a transmission or payment instrument. *Fla. Stat. § 560.2085(2)(b)1*.

2. Display a notice to the public that Agent is the authorized agent of Licensee. *Fla. Stat. § 560.2085(2)(b)2.*
3. Remit all amounts owed to Licensee for all transmissions accepted and all payment instruments sold in accordance with the InComm Agreement. *Fla. Stat. § 560.2085(2)(b)3.*
4. Hold in trust all currency or payment instruments received for transmissions or for the purchase of payment instruments from the time of receipt by Agent until the time the transmission obligation is completed. *Fla. Stat. § 560.2085(2)(b)4.*
5. Not commingle the money received for transmissions accepted or payment instruments sold on behalf of Licensee with the money or property of Agent, except for making change in the ordinary course of Agent's business, and ensure that the money is accounted for at the end of the business day. *Fla. Stat. § 560.2085(2)(b)5.*
6. Consent to examination or investigation by the Florida Office of Financial Regulation. *Fla. Stat. § 560.2085(2)(b)6.*
7. Adhere to the applicable state and federal laws and rules pertaining to a money services business. *Fla. Stat. § 560.2085(2)(b)7.*
8. Provide such other information or disclosure as may be required by Applicable Law. *Fla. Stat. § 560.2085(2)(b)8.*
9. Maintain all books, accounts, documents, files, and information necessary for determining compliance with Title 33, Chapter 560 of the Florida Regulation of Trade, Commerce, Investments, and Solicitations Code and related rules for five (5) years unless a longer period is required by other state or federal law. *Fla. Stat. § 560.1105.*
10. Not receive or possess any property, except in payment of a just demand, and, with intent to deceive or defraud, to omit to make or to cause to be made a full and true entry thereof in its books and accounts, or to concur in omitting to make any material entry thereof. *Fla. Stat. § 560.111(1)(a).*
11. Not embezzle, abstract, or misapply any money, property, or thing of value belonging to the money services business or consumer with intent to deceive or defraud. *Fla. Stat. § 560.111(1)(b).*
12. Not make any false entry in its books, accounts, reports, files, or documents with intent to deceive or defraud another person, or with intent to deceive the Florida Office of Financial Regulation, any appropriate regulator, or any authorized third party appointed by the Florida Office of Financial Regulation to examine or investigate the affairs of the money services business or Agent. *Fla. Stat. § 560.111(1)(c).*
13. Not engage in an act that violates 18 U.S.C. 1956, 18 U.S.C. 1957, 18 U.S.C. 1960, 31 U.S.C. 5324, or any other law, rule, or regulation of another state or the United States relating to a money services business which may cause the denial or revocation of a money services business license or the equivalent in that jurisdiction. *Fla. Stat. § 560.111(1)(d).*
14. Not file with the Florida Office of Financial Regulation, sign as a duly authorized representative, or deliver or disclose, by any means, to the Florida Office of Financial Regulation or any of its employees any examination report, report of condition, report of income and dividends, audit, account, statement, file, or document known by it to be fraudulent or false as to any material matter. *Fla. Stat. § 560.111(1)(e).*
15. Not place among the assets of a money services business or Agent any note, obligation, or security that the money services business or Agent does not own or is known to be fraudulent or otherwise worthless, or to represent to the Florida Office of Financial Regulation that any note, obligation, or security is the property of the money services business or Agent and is genuine if it is known to be fraudulent or otherwise worthless. *Fla. Stat. § 560.111(1)(f).*
16. Comply with all state and federal laws and rules relating to the detection and prevention of money laundering, including, as applicable, Fla. Stat. § 560.123, and 31 C.F.R. 103.20, 103.22, 103.23, 103.27, 103.28, 103.29, 103.33, 103.37, and 103.41. *Fla. Stat. § 560.1235(1).*
17. Maintain an anti-money laundering program in accordance with 31 C.F.R. 103.125. The program must be reviewed and updated as necessary to ensure that the program continues to be effective in detecting and deterring money laundering activities. *Fla. Stat. § 560.1235(2).*

18. Provide each consumer with a toll-free telephone number for the purpose of contacting Licensee or Agent or, in lieu of a toll-free telephone number, provide the address and telephone number of the Florida Office of Financial Regulation. *Fla. Stat. § 560.128(1)*.

## **GEORGIA**

1. Display prominently in the premises where checks, money orders, or other instruments are issued and sold a certificate in prescribed form indicating that such sales or transmissions are licensed under the Georgia Sale of Check Act or in lieu of the foregoing, have all window decals and other advertising material relative to the sale of checks or money services available within Georgia bear the legend "LICENSED BY THE GEORGIA DEPARTMENT OF BANKING AND FINANCE" in letters at least one-quarter inch high. *Ga. Comp. R. & Regs. r. 80-3-1-.01(3)*.
2. Transmit proceeds received from the sale of checks or money transmission, net of fees charged and retained by the Agent, by such means as the Licensee shall require within five (5) business days from the date of sale or issuance unless more frequent remittance is required by the Georgia Department of Banking and Finance or Licensee. *Ga. Comp. R. & Regs. r. 80-3-1-.01(6)*.
3. Be subject to the filing requirements for large currency transactions as prescribed in O.C.G.A. Article 11 of Title 7. *Ga. Comp. R. & Regs. r. 80-3-1-.04(1)*.

## **HAWAII**

1. File with the Hawaii Commissioner of Financial Institutions all reports relating to transactions in Hawaii, as required by federal recordkeeping and reporting requirements in Title 31 United States Code Section 5311 et seq., 31 Code of Federal Regulations Part 103, Section 125, and other federal and state laws pertaining to money laundering. *HRS § 489D-16(a)*.
2. Submit to and pay all reasonable costs for an on-site examination of Agent by the commissioner. *HRS § 489D-17 and HRS § 489D-17(b)*.
3. Upon receipt of money or monetary value for transmission, transmit the money or its monetary equivalent received from a consumer for transmission, net of any fees, or issue instructions committing the money or its monetary equivalent, to the person designated by the consumer within ten business days after receiving the money or equivalent value, unless otherwise ordered by the consumer or unless Agent has reason to believe that a crime has occurred, is occurring, or may occur as a result of transmitting the money. *HRS § 489D-20(a)*.
4. Provide a receipt to the consumer that clearly states the amount of money or equivalent value presented for transmission and the total of the fees charged by Licensee. If the rate of exchange for a money transmission to be paid in the currency of another country is fixed by Licensee for that transaction at the time the money transmission is initiated, the receipt provided to the consumer shall disclose the rate of exchange for that transaction, and the duration, if any, for the payment to be made at that fixed rate of exchange. If the rate of exchange for a money transmission to be paid in the currency of another country is not fixed at the time the money transmission is sent, the receipt provided to the consumer shall disclose that the rate of exchange for that transaction will be set at the time the recipient of the money transmission picks up the funds in the foreign country. *HRS § 489D-20(b)*.
5. Provide a refund of all moneys received for transmittal within ten days of receipt of a written request for a refund unless any of the following occurs: (i) the moneys have been transmitted and delivered to the person designated by the consumer prior to receipt of the written request for a refund, (ii) instructions have been given committing an equivalent amount of money to the person designated by the consumer prior to receipt of a written request for a refund, (iii) Agent has reason to believe that a crime has occurred, is occurring, or may occur as a result of transmitting the money as requested by the consumer or refunding the money as requested by the consumer, or (iv) Licensee is otherwise barred by law from making a refund. *HRS § 489D-20(d)*.
6. Not authorize sub-delegates without the written consent of the Hawaii Commissioner of Financial Institutions. *HRS § 489D-21(2)*.
7. Certify that Agent is in compliance with the recordkeeping and reporting requirements under Title 31 United States Code Section 5311 et seq., 31 Code of Federal Regulations Part 103, Section 125, and other federal and state laws pertaining to money laundering. *HRS § 489D-21(4)*.

8. Not make any fraudulent or false statement or misrepresentation to Licensee or to the Hawaii Commissioner of Financial Institutions. *HRS § 489D-22(a)*.
9. Ensure that all money transmissions conducted by Agent are in accordance with Licensee's written procedures provided to Agent. *HRS § 489D-22(b)*.
10. Remit all money owing to Licensee in accordance with the terms of the contract between Licensee and Agent. *HRS § 489D-22(c)*.
11. Consent to inspection by the Hawaii Commissioner of Financial Institutions, with or without prior notice, of the books and records Agent when the commissioner has a reasonable basis to believe that Agent is not in compliance with the Hawaii Money Transmitter's Act. *HRS § 489D-22(d)*.
12. Act only as authorized under the contract with Licensee as failure to do so may result in the cancellation of such contract and further disciplinary action by the Hawaii Commissioner of Financial Institutions. *HRS § 489D-22(e)*
13. Ensure all funds, except fees, received by Agent from the sale or delivery of a payment instrument issued by Licensee or received by Agent for transmission, from the time the funds are received by Agent until the time when the funds or an equivalent amount are remitted by Agent to Licensee, constitute trust funds owned by and belonging to Licensee. *HRS § 489D-22(f)*.
14. Report to Licensee the theft or loss of payment instruments within twenty-four hours from the time Agent knew or should have known of the theft or loss. *HRS § 489D-22(g)*.

## **IDAHO**

1. Not authorize sub-representatives without the written consent of the Idaho Director of the Department of Finance. *Idaho Code § 26-2918(2)*.
2. Be subject to supervision and regulation by the Idaho Director of the Department of Finance. *Idaho Code § 26-2918(3)*.
3. Consent to inspection by the Idaho Director of the Department of Finance, with or without prior notice, of the books and records of Agent when the director has a reasonable basis to believe that the Agent is in violation of the provisions of Title 26, Chapter 29 of the Idaho Code. *Idaho Code § 26-2918(4)* and *Idaho Code § 26-2914(1)*.
4. Act only as authorized under the contract with Licensee as failure to do so may result in cancellation of such contract and further disciplinary action by the Idaho Director of the Department of Finance. *Idaho Code § 26-2918(5)*.
5. Not make any fraudulent or false statement or misrepresentation to Licensee or to the Idaho Director of the Department of Finance. *Idaho Code § 26-2919(1)*.
6. Transmit money strictly in accordance with Licensee's written procedures provided to Agent. *Idaho Code § 26-2919(2)*.
7. Remit all money owing to Licensee in accordance with the terms of the contract between Licensee and Agent. *Idaho Code § 26-2919(3)*.
8. Ensure all funds, less fees, received by Agent from the sale or delivery of a payment instrument issued by Licensee or received by Agent for transmission, from the time the funds are received by Agent until the time when the funds or an equivalent amount are remitted by Agent to Licensee, constitute trust funds owned by and belonging to Licensee. *Idaho Code § 26-2919(4)*.
9. Report to Licensee the theft or loss of payment instruments within twenty-four (24) hours from the time Agent knew or should have known of such theft or loss. *Idaho Code § 26-2919(5)*.

## **ILLINOIS**



1. Conspicuously display a disclosure notice supplied by Licensee providing the following information: (i) name of Licensee, (ii) a toll-free telephone number for the Illinois Department of Financial Institutions which will provide customer support for suspected violations of the Illinois Transmitters of Money Act, and (iii) a statement that the authorization for Agent to conduct money transmission may be revoked at any time by Licensee. *205 ILCS 657/37(b)(1)-(3)*.
2. Upon termination as authorized seller, remove the disclosure notice from the premises within 10 business days after such termination. *205 ILCS 657/37(c)*.
3. Pay an examination fee established by rule and the actual expenses of the examination, should one be conducted by the Illinois Director of Financial Institutions. *205 ILCS 657/55(g)*.
4. Preserve for at least 5 years all documents relating to money transmission activities, unless the data embodied in such documents has been transmitted for recordation by Licensee. *205 ILCS 657/60(b)*.
5. Ensure that every payment instrument sold through Agent except for a stored value card shall bear the name of Licensee and a unique consecutive number clearly stamped or imprinted on it. When an order for the transmission of money results in the issuance of a payment instrument, both the order and the payment instrument may bear the same unique number. *205 ILCS 657/65*.
6. Create a record, which may be reduced to computer or other electronic medium, upon receiving any money from a customer. *205 ILCS 657/65(b)*.
7. For each payment instrument other than a stored value card sold, record the face amount of the payment instrument and the serial number of the payment instrument. *205 ILCS 657/65(c)*.
8. For each transmission of money, record the date the money was received, the face amount of the payment instrument, the name of the consumer, the manner of transmission, including the identity and location of any bank or other financial institution receiving or otherwise involved in accomplishing the transmission, the location to which the money is transmitted if different from the bank or other financial institution required to be recorded, the name of the intended recipient, and the date the transmission was accomplished or the money was refunded to the consumer due to an inability to transmit or failure of the intended recipient to receive or obtain the money transmitted. *205 ILCS 657/65(d)*.
9. Ensure that transmission is made within three business days after the receipt of the money to be transmitted. *205 ILCS 657/65(d)*.
10. Issue a receipt to each person delivering or depositing money with Agent indicating the date of the transaction, the face amount of the payment instrument, to whom the money is to be transmitted, the service charge, and the name and address of Licensee or Agent. The receipt or a separate disclosure at the time of the money transmission shall also include a statement of Licensee's refund procedures as well as a toll-free telephone number for customer assistance. *205 ILCS 657/65(d)*.
11. Keep a copy of every receipt in a permanent record book or maintain the data embodied in the receipt using photographic, electronic, or other means. *205 ILCS 657/65(d)*.
12. For each exchange of money of the United States government or a foreign government to or from money of another government, record the date of the transaction, the amount of the transaction, the amount of funds stated in currency received by the recipient, and the rate of exchange at the time of the transaction. *205 ILCS 657/65(e)*.
13. For each exchange of money of the United States government or a foreign government to or from money of another government, issue a receipt to each person delivering or depositing money with Agent indicating the date of the transaction, the amount of the transaction, the service charge, and the name and address of Licensee or Agent making the transaction. *205 ILCS 657/65(e)*.
14. Preserve records required to be kept by Agent under the Illinois Money Transmitter Act for at least five years or as required to comply with any other Act the administration of which is vested in the Illinois Director of Financial Institutions and make such records available for examination upon request of Illinois Director of Financial Institutions. *205 ILCS 657/65(f)*.

15. Not commit fraud or misrepresentation and/or submit fraudulent statements to Licensee. *205 ILCS 657/75(e)*.
16. Hold in trust for Licensee, from the moment of receipt, the proceeds of any business transacted under this the Illinois Money Transmitter Act in an amount equal to the amount of proceeds due the Licensee less the amount due Agent. *205 ILCS 657/75(f)*.
17. Remit funds to Licensee in accordance with the time specified in its contract with Licensee as failure to do so may result in a civil action against Agent for three times the actual damages. *205 ILCS 657/75(f)*.
18. Not act outside its scope of authority as defined by the Illinois Money Transmitter Act and by Agent's contract with Licensee with regard to any transaction regulated by the Illinois Money Transmitter Act. *205 ILCS 657/7(j)*.

## **INDIANA**

1. Consent to an on-site examination by the Director of the Indiana Department of Financial Institutions and pay all reasonable costs for same. *Ind. Code Ann. § 28-8-4-41(a) and Ind. Code Ann. § 28-8-4-4(b)(1)*.
2. Comply with all state and federal money laundering statutes and regulations, including the following: (1) the Bank Secrecy Act ([31 U.S.C. 5311](#)) (2) The USA Patriot Act of 2001 (P.L. 107-56), (3) any regulations, policies, or reporting requirements established by the Financial Crimes Enforcement Network of the United States Department of the Treasury, (4) any other state or federal money laundering statutes or regulations that apply to Agent. *Ind. Code Ann. § 28-8-4-46(a)(1)-(4)*.
3. Not authorize a sub-delegate without the written consent of the Director of the Indiana Department of Financial Institutions. *Ind. Code Ann. § 28-8-4-49(2)*.
4. Consent to inspection by the Director of the Indiana Department of Financial Institutions, with or without prior notice to Agent, of the books, records, and accounts of Agent when the Director of the Indiana Department of Financial Institutions has a reasonable basis to believe that Agent is in violation of Title 28, Article 8, Chapter 4 of the Indiana Code. *Ind. Code Ann. § 28-8-4-49(4)*.
5. Act only as authorized under the contract with Licensee as failure to do so may result in cancellation of such contract and further disciplinary action by the Director of the Indiana Department of Financial Institutions. *Ind. Code Ann. § 28-8-4-49(5)*.
6. Not make any fraudulent or false statement or misrepresentation to Licensee or to the Director of the Indiana Department of Financial Institutions. *Ind. Code Ann. § 28-8-4-50(a)*.
7. Ensure that all money transmission or sale or issuance of payment instrument activities conducted by Agent are strictly in accordance with Licensee's written procedures provided to Agent. *Ind. Code Ann. § 28-8-4-50(b)(1)*.
8. Remit funds to Licensee in accordance with the time specified in its contract with Licensee as failure to do so may result in a civil action against Agent for three times the actual damages. *Ind. Code Ann. § 28-8-4-50(b)(2)*.
9. Ensure that all funds, less fees, received by Agent from the sale or delivery of a payment instrument issued by Licensee or received by Agent for transmission, from the time the funds are received by Agent until the time when the funds or an equivalent amount are remitted by Agent to Licensee, constitute trust funds owned by and belonging to Licensee. *Ind. Code Ann. § 28-8-4-50(3)*.
10. Report to Licensee the theft or loss of payment instruments not more than twenty-four (24) hours after the time Agent knew or should have known of the theft or loss. *Ind. Code Ann. § 28-8-4-50(4)*.

## **IOWA**

1. Operate in full compliance with Title XIII, Subtitle 2, Chapter 533C, Article 4 of the Iowa Code and any policies and procedures provided to Agent by Licensee in connection with same. *Iowa Code § 533C.401(2)*.

2. Remit all money owing to Licensee in accordance with the terms of the contract between the Licensee and Agent. *Iowa Code § 533C.401(3)*.
3. Upon notice of suspension or revocation the Licensee's money transmitter license, immediately cease to provide money services as a delegate of Licensee. *Iowa Code § 533C.401(4)*.
4. Not provide money services outside the scope of activity permissible under the contract between Agent and Licensee, except activity in which the Agent is licensed to engage under Title XIII, Subtitle 2, Chapter 533C, Article 2 or 3. *Iowa Code § 533C.401(5)*.
5. Hold in trust for the benefit of Licensee all money, net of fees, received from money transmission. *Iowa Code § 533C.401(5)*.
6. Consent to examination by the Superintendent of Banking for the State of Iowa at any time, without notice, if the Superintendent of Banking for the State of Iowa has reason to believe that the Agent is engaging in an unsafe or unsound practice or has violated or is violating Title XIII, Subtitle 2, Chapter 533C or a rule adopted or an order issued under same. *Iowa Code § 533C.501(2)*.
7. File all reports required by federal currency reporting, recordkeeping, and suspicious activity reporting requirements as set forth in *31 U.S.C. § 5311--5330, and 31 C.F.R. § 103.11--103.170. Iowa Code § 533C.506*.

## **KENTUCKY**

1. Consent to examination or investigation by the Executive Director of the Kentucky Office of Financial Institutions, whether or not prior notice is given to Agent, of the books, records, and business operations of Agent. *KRS § 286.11-027(4)*.
2. File with the Executive Director of the Kentucky Office of Financial Institutions all reports by federal currency reporting, recordkeeping, and suspicious transaction reporting requirements as set forth in the Bank Secrecy Act, 31 U.S.C. secs. 5311 to 5332, 31 C.F.R. pt. 103, and other federal and state laws pertaining to money laundering, for every transaction in this state and maintain a copy of such reports in compliance with KRS 286.11-029. *KRS § 286.11-031(1)*.
3. Operate in full compliance with Title XXV, Chapter 286, Subtitle 11 of the Kentucky Code, rules promulgated thereunder, and any order issued by the Executive Director of the Kentucky Office of Financial Institutions pursuant to same. *KRS § 286.11-035(2)*.
4. Not authorize sub-agents. *KRS § 286.11-035(3)*.
5. Remit all money legally due to Licensee in accordance with the terms of the written contract between Licensee and Agent. *KRS § 286.11-035(4) and KRS § 286.11-037(3)*.
6. Be subject to regulation by the Executive Director of the Kentucky Office of Financial Institutions. *KRS § 286.11-035(5)*.
7. Not make any fraudulent statements or misrepresentations to Licensee or to the Executive Director of the Kentucky Office of Financial Institutions. *KRS § 286.11-037(1)*.
8. Conduct all money transmissions, or sale, or issuance of payment instrument activities strictly in accordance with Licensee's written procedures provided to Agent. *KRS § 286.11-037(2)*.
9. Act only as authorized under the contract with Licensee. *KRS § 286.11-037(4)*.
10. Ensure all funds, less fees, received by Agent from the sale or delivery of a payment instrument issued by Licensee or received by Agent for transmission, from the time the funds are received by Agent until such time when the funds or an equivalent amount are remitted by Agent to Licensee, constitute trust funds owned by and belonging to Licensee. *KRS § 286.11-037(5)*.

11. Report to Licensee the theft, forgery, or loss of payment instruments within twenty-four (24) hours from the time Agent knew of the theft, forgery, or loss. *KRS § 286.11-037(6)*.

### LOUISIANA

1. Hold in trust from the moment of receipt the proceeds of a sale or delivery of Licensee's checks or money collected for transmittal. *La. R.S. 6:1048*.
2. Not commingle the proceeds of a sale or delivery of Licensee's checks or money collected for transmittal with customer's own property or funds, except to use the funds in the ordinary course of its business for the purpose of making change. *La. R.S. 6:1048*.

### MAINE

1. Not authorize sub-delegates without the written consent of the Superintendent of Consumer Credit Protection within the Department of Professional and Financial Regulation. *32 M.R.S. § 6117(2)*.
2. Not make any fraudulent or false statement or misrepresentation to Licensee or to the Superintendent of Consumer Credit Protection within the Department of Professional and Financial Regulation. *32 M.R.S. § 6118(1)*.
3. Conduct all money transmission or sale or issuance of payment instrument activities strictly in accordance with Licensee's written procedures provided to Agent. *32 M.R.S. § 6118(2)*.
4. Remit all money owing to Licensee in accordance with the terms of the contract between Licensee and the Agent as failure to do so may result in liability of Agent to Licensee for three times Licensee's actual damages. *32 M.R.S. § 6118(3)*.
5. Consent to inspection by the Superintendent of Consumer Credit Protection within the Department of Professional and Financial Regulation, with or without prior notice, of the books and records of Agent when the Superintendent of Consumer Credit Protection within the Department of Professional and Financial Regulation has a reasonable basis to believe that Agent is in noncompliance with this Title 2, Chapter 80, Subchapter 1 of the Maine Code. *32 M.R.S. § 6118(4)*.
6. Act only as authorized under the contract with the Licensee and Agent as failure to do so may result in cancellation of such contract and further disciplinary action by the Superintendent of Consumer Credit Protection within the Department of Professional and Financial Regulation. *32 M.R.S. § 6118(5)*.
7. Ensure that all funds, less fees, received by Agent from the sale or delivery of a payment instrument issued by Licensee or received by Agent for transmission, from the time the funds are received by Agent until the funds or an equivalent amount are remitted by Agent to Licensee, constitute trust funds owned by and belonging to Licensee. *32 M.R.S. § 6118(6)*.
8. Report to Licensee the theft or loss of payment instruments within 24 hours from the time Licensee knew or should have known of the theft or loss. *32 M.R.S. § 6118(7)*.

### MARYLAND

1. Display prominently at each location open to the public a notice in at least 48-point type that states the following:  

“The Commissioner of Financial Regulation for the State of Maryland will accept all questions or complaints regarding authorized delegate of [insert name of Licensee] at [insert address of Commissioner], phone [insert toll-free phone number of the Commissioner].” *Md. Financial Institutions Code Ann. § 12-410(E)(2)*.
2. Not authorize sub-agents or sub-delegates without written consent of the Commissioner of Financial Regulation for the State of Maryland. *Md. Financial Institutions Code Ann. § 12-413(2)*.
3. Be subject to supervision, examination, and regulation by the Commissioner of Financial Regulation for the State of Maryland. *Md. Financial Institutions Code Ann. § 12-413(3)*.

4. Operate in full compliance with the policies and procedures provided to Agent by Licensee. *Md. Financial Institutions Code Ann. § 12-413(c)*.
5. Not make any fraudulent or false statement or misrepresentation to Licensee or to the Commissioner of Financial Regulation for the State of Maryland. *Md. Financial Institutions Code Ann. § 12-414(a)*.
6. Conduct all money transmission or sale or issuance of payment instrument activities strictly in accordance with Licensee's operating procedures provided to Agent. *Md. Financial Institutions Code Ann. § 12-414(b)*.
7. Remit all funds owed to Licensee in accordance with the terms of the contract between Licensee and Agent, but not later than 48 hours after the next regular business day after Agent receives the proceeds from a money transmission. *Md. Financial Institutions Code Ann. § 12-414(c) and §12-418(b)*.
8. Ensure that all funds received by Agent from the sale of a payment instrument, less fees, shall constitute trust funds belonging to Licensee from the time the funds are received by Agent until the time when the funds are remitted to Licensee. *Md. Financial Institutions Code Ann. § 12-414(d)(1)*.
9. Report to Licensee the theft or loss of a payment instrument within 24 hours after the theft or loss. *Md. Financial Institutions Code Ann. § 12-414(e)*.

### **MICHIGAN**

1. Operate in compliance with the Michigan Money Transmission Services Act and any policies and procedures provided by Licensee to Agent with respect to same. *MCL § 487.1033(1)*.
2. Remit all money owing to Licensee in accordance with the terms of the agreement between Licensee and Agent. *MCL § 487.1033(2)*.
3. Upon receipt of notice from Licensee or Commissioner of the Michigan Office of Financial and Insurance Services that Licensee's money transmitter license has been suspended or revoked, immediately cease providing money transmission services as an authorized delegate of Licensee. *MCL § 487.1033(3)*.
4. Not provide money transmission services outside the scope of activity permissible under the agreement between Agent and Licensee, except activity in which Agent is otherwise authorized to engage. *MCL § 487.1033(4)*.
5. Hold all money received from providing money transmission services, reduced by any fees owed to Agent by Licensee, in escrow for the benefit of Licensee. *MCL § 487.1033(4)*.
6. Not make any fraudulent or false statement or misrepresentation to a consumer or Licensee or to the Commissioner of the Michigan Office of Financial and Insurance. *MCL § 487.1034(1)*.
7. Perform money transmission services lawfully and in accordance with Licensee's operating policies and procedures provided to Agent. *MCL § 487.1034(2)*.
8. Hold all funds received by Agent from the sale of a payment instrument, less fees, in trust for Licensee from the time the funds are received by Agent until the time the funds are remitted to Licensee. *MCL § 487.1034(3)*.
9. Report to Licensee the theft or loss of a payment instrument within 24 hours after the theft or loss. *MCL § 487.1034(5)*.

### **MINNESOTA**

1. Not authorize sub-delegates without the written consent of the Minnesota Commissioner of Commerce. *Minn. Stat. § 53B.20(2)*.

2. Acknowledge that Licensee is subject to supervision and regulation by the Minnesota Commissioner of Commerce and that as a part of that supervision and regulation, the Minnesota Commissioner of Commerce may require Licensee to cancel its contract with Agent. *Minn. Stat. § 53B.20(3)*.
3. Not make any fraudulent or false statement or misrepresentation to Licensee or to the Minnesota Commissioner of Commerce. *Minn. Stat. § 53B.219(a)*.
4. Conduct its money transmission activities in a safe and sound manner. *Minn. Stat. § 53B.21(b)*.
5. Cooperate with an investigation conducted by the Minnesota Commissioner of Commerce under Chapter 538.20 of the Minnesota Banking Code by providing any relevant information in its possession that the Minnesota Commissioner of Commerce cannot reasonably obtain from another source. *Minn. Stat. § 53B.21(c)*.
6. Act only as authorized under the contract with Licensee as failure to do so may result in cancellation of such contract. *Minn. Stat. § 53B.21(d)*.
7. Ensure that all funds, less fees, received by Agent from the sale or delivery of a payment instrument issued by Licensee or received by Agent for transmission, constitute trust funds owned by and belonging to Licensee from the time the funds are received by Agent until the time when the funds or an equivalent amount are remitted by Agent to Licensee. *Minn. Stat. § 53B.21(e)*.

### **MISSISSIPPI**

1. Display prominently on the Agent's premises, where same may be readily viewed by prospective clients or purchasers, a printed certificate signed by an authorized official of Licensee setting forth in bold letters the names of Licensee and Agent and stating that Licensee holds a valid and existing license issued by the Commissioner of Banking and Consumer Finance of the State of Mississippi under Title 75, Chapter 15 of the Mississippi Sale of Checks Law and that Agent is a duly authorized agent of Licensee. *Miss. Code Ann. § 75-15-17*.
2. Not appoint a sub-agent to conduct money transmission. *Miss. Code Ann. § 75-15-17*.
3. At the point Agent ceases to be an agent of a Licensee, immediately cease displaying its agent's appointment certificate and immediately surrender same to Licensee. *Miss. Code Ann. § 75-15-23*.
4. Ensure that any check, which includes stored value cards, sold by Agent on behalf of Licensee shall bear the name of the Licensee. *Miss. Code Ann. § 75-15-23*.
5. Not directly or indirectly conduct its own money transmission business and shall not be, continue to be, or become an officer, director, stockholder, employee, or agent of any other licensee, licensed under the Mississippi Money Transmitters Act. *Miss. Code Ann. § 75-15-23*.

### **MISSOURI**

1. Upon demand, transfer and deliver to Licensee the proceeds of the sale of Licensee's checks less the fees, if any, due Agent. *§ 361.720 R.S.Mo.*

### **NEBRASKA**

1. Ensure that every check sold by Agent, on behalf of Licensee, bears the name of Licensee clearly imprinted thereon. *R.R.S. Neb. § 8-1011*.

### **NEVADA**

1. Consent to examination by the Nevada Commissioner of Financial Institutions. *Nev. Rev. Stat. Ann. § 671.120(2)*.

2. Remit to Licensee or deposit with a bank or credit union authorized to do business in Nevada for credit to an account of Licensee, all money or credits received by Agent from the sale and issuance of checks or for the purpose of transmission, no later than the third business day following the receipt of such money and/or credits. *Nev. Rev. Stat. Ann. § 671.150(1)*.
3. Not commingle money received from the sale or issuance of checks or for the purpose of transmission with the other assets of Licensee or Agent. *Nev. Rev. Stat. Ann. § 671.150(2)*.

### **NEW HAMPSHIRE**

1. Conspicuously post an authorized delegate registration notice, issued by the New Hampshire Banking Department for each location where the business of money transmission is to be conducted other than Licensee's principal place of business, at each of Agent's offices within New Hampshire. *RSA 399-G:9*.
2. Consent to examination by the New Hampshire banking department. *RSA 399-G:13(II)*.
3. Comply with Licensee's requirements pertaining to education, training, monitoring, and periodic inspection designed to inform Agent of its responsibilities, consistent with the Bank Secrecy Act and the requirements to file reports required by federal law. *RSA 399-G:13(II-a)*.

### **NEW JERSEY**

1. Pay for the costs of examination or investigation by New Jersey Commissioner of Banking and Insurance of Agent's operations unless stated otherwise in the Appointment Agreement. *N.J. Stat. § 17:15C-11(c)*.
2. Provide any reports required by the New Jersey Commissioner of Banking and Insurance, under penalty of perjury or otherwise, concerning Agent's business conducted pursuant to the license issued to Licensee under the New Jersey Money Transmitters Act. *N.J. Stat. § 17:15C-12*.
3. Not make any fraudulent or false statement or misrepresentation to Licensee or to the New Jersey Commissioner of Banking and Insurance. *N.J. Stat. § 17:15C-18(a)*.
4. Conduct all money transmission or sale or issuance of payment instrument activities strictly in accordance with Licensee's written procedures provided to Agent. *N.J. Stat. § 17:15C-1(b)*.
5. Remit all money owing to Licensee in accordance with the terms of the contract between Licensee and Agent as failure to remit within the time presented shall result in liability of Agent to Licensee for three times the Licensee's actual damages. *N.J. Stat. § 17:15C-18(c)*.
6. Consent to inspection by New Jersey Commissioner of Banking and Insurance, with or without prior notice to Agent, of the books and records of Agent whenever the New Jersey Commissioner of Banking and Insurance has a reasonable basis to believe that the Agent is not in compliance with the New Jersey Money Transmitters Act. *N.J. Stat. § 17:15C-18(d)*.
7. Act only as authorized under the contract with Licensee as failure to do so may result in cancellation of such contract and further disciplinary action by the New Jersey Commissioner of Banking and Insurance. *N.J. Stat. § 17:15C-18(e)*.
8. Ensure that all funds, less fees, received by Agent from the sale or delivery of a payment instrument issued by Licensee or received by Agent for transmission, from the time the funds are received by Agent until that time when the funds or an equivalent amount are remitted by Agent to Licensee, constitute trust funds owned by and belonging to Licensee. *N.J. Stat. § 17:15C-18(f)*.
9. Report to Licensee the theft or loss of payment instruments within 24 hours from the time Agent knew or should have known of that theft or loss. *N.J. Stat. § 17:15C-18(g)*.
10. Comply with the provisions of 31 C.F.R. s.103.11 et seq. and P.L.1994, c.121 (C.2C:21-23 et seq.). *N.J. Stat. § 17:15C-18(h)*.

11. Conduct all business governed by the New Jersey Money Transmitters Act in the name of Licensee. *N.J. Stat. § 17:15C-18(i)*.

## **NEW YORK**

1. Report the sale of any New York instruments or New York traveler's checks issued by Licensee to Licensee and remit the face amount of such instruments or checks to Licensee within such period of time as Licensee requires within the normal course of its business or as the New York Superintendent of Banks, by rule or regulation, may prescribe. *NY CLS Bank § 651-a*.
2. Make and keep such accounts, correspondence, memoranda, papers, books and other records as the New York Superintendent of Banks by regulation or order requires and preserve same for the time specified by the regulation or order of the New York Superintendent of Banks. *NY CLS Bank § 651-b*.
3. Not act on behalf of the consumer as a courier for the transmission of money which activity requires licensing as a money transmitter. *3 NYCRR § 406.5(a)(2)*.
4. Not retain any money orders sold and instead, provide the same to purchasers of the instruments for their own delivery to the beneficiary. *3 NYCRR § 406.5(a)(2)*.
5. Acknowledge that the New York Superintendent of Banks reserves the right to inspect, with or without prior notice, the books and records of Agent and any sub-agents of Agent. *3 NYCRR § 406.5(3)*.
6. Not sell any travelers check, money order or other money transmission instrument in New York unless the name of Licensee clearly appears on the face of the instrument. *3 NYCRR § 406.5(a)(4)*.
7. Not sell any travelers check, money order or other money transmission instrument in New York, unless Agent and sub-agent of Agent has provided the New York Superintendent of Banks with a written and irrevocable consent to examine, have access to, and retain copies of all of its books and records, wherever maintained, relating to these activities. *3 NYCRR § 406.5(5)*.
8. Act only as authorized under the agency contract with Licensee as failure to do so may result in cancellation of such contract and further disciplinary action against Licensee by the New York Superintendent of Banks. *3 NYCRR § 406.5(6)*.
9. Not advertise its money transmission services without including the name of Licensee and the legend that Licensee is "Licensed as a Money Transmitter by the Banking Department of the State of New York". *3 NYCRR § 406.6(a)*.
10. Maintain a complete file of its advertisements (including commercial scripts of all radio and television broadcasts) for examination by the New York Superintendent of Banks for a period of at least two years from the date of publication. *3 NYCRR § 406.6(c)*.
11. Make, keep and preserve its books and records in such form, in such manner and for such time as is in accordance with generally accepted accounting principles and in a condition which will allow the superintendent to determine whether Agent and its sub-agent, if any, is complying with Article XIII-B of the Banking Law. Preservation by photographic reproduction or in photographic form shall constitute compliance with this requirement. *3 NYCRR § 406.9(a)*.
12. Ensure that the books and records it maintains include the following: (1) a daily record of instruments sold by date; (2) a general ledger containing all asset, liability, capital, income and expense accounts which general ledger shall be posted at least monthly; (3) remittance reports received from sub-agents; (4) bank statements and bank reconciliation records which shall be kept for three years; (5) outstanding money transmission instruments by year of sale which shall be maintained for at least five years after the time which such instruments have been deemed, under the New York Abandoned Property Law, to be abandoned property; (6) each money transmission instrument paid for a period of three years after the date of payment; (7) a list of the names and addresses of all sub-agents who sell or issue Licensee's money transmission instruments and copies of agency agreements thereunder. *3 NYCRR § 406.9(b)(1)-(7)*.
13. Comply with federal Bank Secrecy Act regulations as set forth in 31 CFR Part 103.28. *3 NYCRR § 406.9(c)*.



## **NORTH CAROLINA**

1. Consent to an on-site examination by the Commissioner of Banks of the State of North Carolina of Agent's operations, without prior notice, and agree to pay all reasonably incurred costs of the examination. *N.C. Gen. Stat. § 53-208.15(b)*.
2. Not authorize sub-delegates without the written consent of the Commissioner of Banks of the State of North Carolina. *N.C. Gen. Stat. § 53-208.19(2)*.
3. Post a certificate in public view at each location and that states the following: "Money transmission on behalf of [insert name of Licensee] is conducted at this location pursuant to the Money Transmitters Act." *N.C. Gen. Stat. § 53-208.19(4)*.
4. Not make any fraudulent or false statement or misrepresentation to Licensee or to the Commissioner of Banks of the State of North Carolina. *N.C. Gen. Stat. § 53-208.2(a)*.
5. Conduct all money transmission or sale or issuance of payment instrument activities strictly in accordance with Licensee's written procedures provided to Agent. *N.C. Gen. Stat. § 53-208.20(b)*.
6. Remit all money owing to Licensee in accordance with the terms of the contract between Licensee and Agent as failure to remit all money owing to Licensee within the time presented shall result in liability of Agent to Licensee for three times Licensee's actual damages. *N.C. Gen. Stat. § 53-208.2(c)*.
7. Consent to inspection by the Commissioner of Banks of the State of North Carolina, with or without prior notice, of the books and records of Agent when the Commissioner of Banks of the State of North Carolina has a reasonable basis to believe that Agent is not in compliance with Chapter 53, Article 16A of the North Carolina Code. *N.C. Gen. Stat. § 53-208.20(d)*.
8. Act only as authorized under the contract with Licensee as failure to do so may result in cancellation of such contract and further disciplinary action by the Commissioner of Banks of the State of North Carolina. *N.C. Gen. Stat. § 53-208.20(e)*.
9. Ensure that all funds, less fees, received by Agent from the sale or delivery of a payment instrument or stored value issued by Licensee or received by Agent for transmission constitutes, trust funds owned by and belonging to Licensee, from the time the funds are received by Agent until the time when the funds or an equivalent amount are remitted by Agent to Licensee. *N.C. Gen. Stat. § 53-208.20(f)*.
10. Report to Licensee the theft or loss of payment instruments within 24 hours from the time it knew or should have known of the theft or loss. *N.C. Gen. Stat. § 53-208.20(g)*.
11. Prominently post the certificate of authority specified in N.C. Gen. Stat. § 53-208.19 at each location at which it conducts licensed activities in North Carolina. *N.C. Gen. Stat. § 53-208.20(h)*.
12. Maintain at its office a record of the disposition of all checks received from Licensee. The record shall contain an accounting of all proceeds from those checks paid to Licensee and all proceeds due to Licensee. *4 N.C.A.C. 3F.0601(b)*.

## **NORTH DAKOTA**

1. Consent to an on-site examination by the Commissioner of the North Dakota Department of Financial Institutions without prior notice to Agent in the event that Commissioner of the North Dakota Department of Financial Institutions has a reasonable basis to believe that Agent is in noncompliance with Title 13, Chapter 13-09 of the North Dakota Century Code. *N.D. Cent. Code, § 13-09-13(2)*.
2. Pay all reasonably incurred costs of an on-site examination by the Commissioner of the North Dakota Department of Financial Institutions. *N.D. Cent. Code, § 13-09-13(2)*.
3. Not authorize sub-delegates without the written consent of the Commissioner of the North Dakota Department of Financial Institutions. *N.D. Cent. Code, § 13-09-15(2)*.

4. Not make a fraudulent or false statement or misrepresentation to Licensee or to the Commissioner of the North Dakota Department of Financial Institutions. *N.D. Cent. Code, § 13-09-16(1)*.
5. Conduct all money transmission or sale or issuance of payment instrument activities strictly in accordance with Licensee's written procedures provided to Agent. *N.D. Cent. Code, § 13-09-16(2)*.
6. Remit all money owing to Licensee in accordance with the terms of the contract between Licensee and Agent. *N.D. Cent. Code, § 13-09-16(3)*.
7. Consent to inspection by the Commissioner of the North Dakota Department of Financial Institutions, with or without prior notice to Agent. *N.D. Cent. Code, § 13-09-16(4)*.
8. Act only as authorized under the contract with Licensee and Title 13, Chapter 13-09 of the North Dakota Code as failure to do so may result in cancellation of such contract and further disciplinary action by the Commissioner of the North Dakota Department of Financial Institutions. *N.D. Cent. Code, § 13-09-16(5)*.
9. Ensure all funds, less fees, received by Agent from the sale or delivery of a payment instrument issued by Licensee or received by Agent for transmission, from the time such funds are received by Agent until such time when the funds or an equivalent amount are remitted by Agent to Licensee, constitute trust funds owned by and belonging to Licensee. *N.D. Cent. Code, § 13-09-16(6)*.

## **OHIO**

1. Not perform accounting, verification, or reconciliation of transmissions completed or bank statements for Licensee. *ORC Ann. 1315.02(B)*.
2. Satisfy its duties and responsibilities, as described in the Appointment Agreement, regarding money or its equivalent received from persons located in Ohio for transmission by Licensee. *ORC Ann. 1315.11(1)*.
3. Satisfy its duties and responsibilities, as described in the Appointment Agreement, regarding instruments, devices, or processes used by Licensee to transmit money. *ORC Ann. 1315.11(2)*.
4. Satisfy its duties and responsibilities, as described in this Appointment Agreement, with regard to compliance with laws regulating money transmission activities. *ORC Ann. 1315.11(3)*.
5. Keep separate money or its equivalent received for transmission by Licensee and not commingle same with other money or receipts. *ORC Ann. 1315.11(D)(1)*.
6. Ensure that all money or its equivalent, less fees, that is received by Agent for transmission by Licensee, from the time received until remitted to Licensee, constitutes funds owned by and belonging to Licensee and is impressed with a trust for the benefit of the person from which the money or its equivalent is received. *ORC Ann. 1315.11(D)(1)*.

## **OKLAHOMA**

1. Prominently display at each location of Agent a license certificate issued by the Oklahoma State Bank Commissioner. *6 Okl. St. § 2107(B)*.
2. Ensure that all funds collected or received from the sale of checks by Agent are impressed with a trust in favor of Licensee in an amount equal to the amount of the proceeds due the Licensee and are not commingled with other funds of Agent. *6 Okl. St. § 2123(a)*.
3. Acknowledge that no proceeds received by Agent from the sale of any check issued by Licensee, while held by Agent, nor any property impressed with a trust pursuant to Title 6, Chapter 6, Section 2123 of the Oklahoma Code 15 subject to attachment, levy of execution, or sequestration by order of any court, except for the benefit of Licensee. *6 Okl. St. § 2123(b)*.

4. Operate in full compliance with the Oklahoma Sales of Checks Act and any policies and procedures provided by Licensee with respect to same. *Okla. Admin. Code 85:15-5-1(b)*.
5. Remit all money owing to Licensee in accordance with the terms of the contract between Licensee and Agent. *Okla. Admin. Code 85:15-5-1(c)*.
6. Upon notice that Licensee's license has been revoked and/or suspended, cease to provide money transmission services as a delegate of Licensee. *Okla. Admin. Code 85:15-5-1(d)*.
7. Not provide money transmission services outside the scope of activity permissible under the contract between Agent and Licensee. *Okla. Admin. Code 85:15-5-1(e)*.
8. Hold in trust for the benefit of Licensee all money, net of fees, received from money transmission. *Okla. Admin. Code 85:15-5-1(e)*.
9. Not use a sub-delegate to conduct money transmission services on behalf of Licensee. *Okla. Admin. Code 85:15-5-1(f)*.

## **OREGON**

1. Consent to an on-site examination by the Oregon Director of the Department of Consumer and Business Services of the principal place of business of Agent, without prior notice to Agent, if the Oregon Director of the Department of Consumer and Business Services has a reasonable basis to believe that Agent is in violation of any provision of [ORS 717.200](#) to 717.320, 717.900 and 717.905. *ORS § 717.255(2)*.
2. Operate pursuant to an express written contract between Agent and Licensee. *ORS § 717.270*.
3. Not authorize sub-delegates without the written consent of the Director of the Department of Consumer and Business Services. *ORS § 717.270(2)*.
4. Be subject to supervision and regulation by the Oregon Director of the Department of Consumer and Business Services. *ORS § 717.270(3)*.
5. Not make any fraudulent or false statement or misrepresentation to Licensee or to the Director of the Department of Consumer and Business Services. *ORS § 717.275(1)*.
6. Conduct all money transmission activities strictly in accordance with Licensee's written procedures provided to Agent. *ORS § 717.275(2)*.
7. Remit all money owing to Licensee in accordance with the terms of the contract between Licensee and Agent as failure to remit within the time prescribed shall result in liability of Agent to Licensee for three times the Licensee's actual damages. *ORS § 717.275(3)*.
8. Consent to the inspection by Oregon Director of the Department of Consumer and Business Services, with or without prior notice to Agent, of the books and records of Agent when the Oregon Director of the Department of Consumer and Business Services has a reasonable basis to believe that Agent is not in compliance with ORS §§ 717.200 to 717.320, 717.900 and 717.905. *ORS § 717.275(4)*.
9. Act only as authorized under the contract with Licensee as failure to do so may result in cancellation of such contract and further disciplinary action by the Oregon Director of the Department of Consumer and Business Services. *ORS § 717.275(5)*.
10. Ensure all funds, not including fees, received by Agent from the sale or delivery of a payment instrument issued by Licensee, or received by Agent for transmission, shall constitute trust funds owned by and belonging to Licensee during the period beginning when the funds are received by Agent and ending when the funds or an equivalent amount are remitted by Agent to Licensee. *ORS § 717.275(6)*.

11. Report to Licensee the theft or loss of payment instruments within 24 hours from the time Agent first knows of the theft or loss. *ORS § 717.275(6)*.

### **PENNSYLVANIA**

1. Ensure that every transmittal instrument sold by Agent bears the name of Licensee clearly imprinted thereon. *7 P.S. § 6111(b)*.
2. Clearly indicate the name of Licensee in a sign publicly displayed in the Agent's place of business issuing and selling transmittal instruments. *10 Pa. Code § 19.6(b)*.

### **PUERTO RICO**

1. Post a written disclosure of the terms and fees for the monetary transaction in a highly visible place at the site of the sale transaction, or on the receipt given to the client. *10 L.P.R.A. § 2564(a)*.

### **RHODE ISLAND**

1. Consent to investigation by Director of the Rhode Island Department of Business Regulation or its designee(s), at any time, of the Agent's business, books, accounts, records and files used therein. *R.I. Gen. Laws § 19-14-23(a)*.
2. Ensure that every check or electronic money transfer sold by Agent on behalf of Licensee, bears the name of Licensee clearly imprinted on it. *R.I. Gen. Laws § 19-14.3-3*.

### **SOUTH DAKOTA**

1. Consent to an on-site examination by the Director of the South Dakota Division of Banking, without prior notice, if the Director of the South Dakota Division of Banking has a reasonable basis to believe that Agent is not in compliance with Title 51A, Chapter 51A-17-28. *S.D. Codified Laws § 51A-17-28*.
2. Consent to pay all reasonably incurred costs of an on-site examination by the Director of the South Dakota Division of Banking. *S.D. Codified Laws § 51A-17-28*.
3. Not authorize sub-delegates without the written consent of the Director of the South Dakota Division of Banking. *S.D. Codified Laws § 51A-17-31(2)*.
4. Be subject to supervision and regulation by the Director of the South Dakota Division of Banking. *S.D. Codified Laws § 51A-17-31(3)*.
5. Not make any fraudulent or false statement or misrepresentation to Licensee or to the Director of the South Dakota Division of Banking. *S.D. Codified Laws § 51A-17-32(1)*.
6. Conduct all money transmission or sale or issuance of payment instrument activities strictly in accordance with Licensee's written procedures provided to Agent. *S.D. Codified Laws § 51A-17-32(2)*.
7. Remit all money owing to Licensee in accordance with the terms of the contract between the Licensee and Agent as failure to remit all money owing to Licensee within the time presented will result in liability of Agent to Licensee for Licensee's actual damages. *S.D. Codified Laws § 51A-17-32(3)*.
8. Consent to inspection by the Director of the South Dakota Division of Banking, with or without prior notice, of the books and records of Agent if the Director of the South Dakota Division of Banking has a reasonable basis to believe that Agent is not in compliance with Title 51A, Chapter 51A-17-28. *S.D. Codified Laws § 51A-17-32(4)*.
9. Act only as authorized under the contract with Licensee as failure to do so may result in cancellation of such contract and further disciplinary action by the Director of the South Dakota Division of Banking. *S.D. Codified Laws § 51A-17-32(5)*.

10. Ensure any funds, less fees, received by Agent from the sale or delivery of a payment instrument issued by Licensee or received by Agent for transmission, from the time such funds are received by Agent until such time when the funds or an equivalent amount are remitted by Agent to Licensee, constitute trust funds owned by and belonging to Licensee. *S.D. Codified Laws § 51A-17-33.*
11. Report to Licensee the theft or loss of payment instruments and stored value within twenty-four hours from the time Agent knew or should have known of such theft or loss. *S.D. Codified Laws § 51A-17-34.*

## **TENNESSEE**

1. Report to Licensee the theft or loss of payment instruments valued at five thousand dollars (\$5,000) or more within twenty-four (24) hours from the time Agent knew or should have known of the theft or loss. *Tenn. Code Ann. § 45-7-212(b).*
2. Consent to on-site examinations by the Tennessee Commissioner of Financial Institutions or the Tennessee Commissioner of Financial Institutions staff of all the books, papers and records of Agent. *Tenn. Code Ann. § 45-7-214(a).*
3. Not authorize sub-agents without the written consent of the Tennessee Commissioner of Financial Institutions. *Tenn. Code Ann. § 45-7-218(2).*
4. Be subject to supervision and regulation by the Tennessee Commissioner of Financial Institutions. *Tenn. Code Ann. § 45-7-218(3).*
5. Consent to inspection by the Tennessee Commissioner of Financial Institutions, with or without prior notice to Agent, of the books and records of Agent. *Tenn. Code Ann. § 45-7-218(4).*
6. Act only as authorized under the contract with Licensee as failure to do so may result in cancellation of such contract by Licensee and further disciplinary action by the Tennessee Commissioner of Financial Institutions. *Tenn. Code Ann. § 45-7-218(5).*
7. Not make any fraudulent or false statement or misrepresentation to Licensee or to the Tennessee Commissioner of Financial Institutions. *Tenn. Code Ann. § 45-7-219(a).*
8. Conduct all money transmission or sale or issuance of payment instrument activities strictly in accordance with Licensee's written procedures provided to Agent. *Tenn. Code Ann. § 45-7-219(b).*
9. Remit all money owing to Licensee in accordance with the terms of the contract between the Licensee and Agent as failure to remit all money owing to Licensee within the contractual time period shall result in liability of Agent to Licensee for three times Licensee's actual damages. *Tenn. Code Ann. § 45-7-219(c).*
10. Ensure all funds, less fees, received by Agent from the sale or delivery of a payment instrument issued by Licensee or received by Agent for transmission, from the time the funds are received by Agent until the time when the funds or an equivalent amount are remitted by Agent to Licensee, constitute trust funds owned by and belonging to Licensee. *Tenn. Code Ann. § 45-7-219(d).*

## **TEXAS**

1. Consent to the jurisdiction of the courts of Texas for all actions arising under Title 3, Subtitle E, Chapter 151 of the Texas Finance Code. *Tex. Finance Code § 151.106.*
2. Comply with the policies and procedures in place by Licensee to ensure that Agent is in compliance with applicable federal and state law. *Tex. Finance Code § 151.402(b)(1).*
3. Consent to a reasonable risk-based background investigation by Licensee to determine whether Agent has complied with applicable state and federal law. *Tex. Finance Code § 151.402(b)(3).*

4. Certify that it is familiar with and agrees to fully comply with all applicable state and federal laws, rules, and regulations pertaining to money transmission, including Title 3, Subtitle E, Chapter 151 of the Texas Finance Code and rules adopted thereunder, relevant provisions of the Bank Secrecy Act and the USA PATRIOT ACT, and Title 3, Subtitle Z, Chapter 271 of the Texas Finance Code. *Tex. Finance Code § 151.402(c)(3)*.
5. Remit and handle money and monetary value in accordance with Title 3, Subtitle E, Chapter 151, Sections 151.403(b) and (c) of the Texas Finance Code. *Tex. Finance Code § 151.402(c)(4)*.
6. Impose a trust on money and monetary value received in accordance with Title 3, Subtitle E, Chapter 151, Section 151.404 of the Texas Finance Code. *Tex. Finance Code § 151.402(c)(5)*.
7. Prepare and maintain records as required by Title 3, Subtitle E, Chapter 151 or a rule adopted thereunder, including but not limited to 7 TACT 33.35, or as reasonably requested by the Banking Commissioner of Texas. *Tex. Finance Code § 151.402(c)(6)*.
8. Consent to examination or investigation by the Banking Commissioner of Texas. *Tex. Finance Code § 151.402(c)(7)*.
9. Acknowledge that Licensee is subject to regulation by the Banking Commissioner of Texas and that, as part of that regulation, the Banking Commissioner of Texas may suspend or revoke an authorized delegate designation or require Licensee to terminate an authorized delegate designation. *Tex. Finance Code § 151.402(c)(8)*.
10. Acknowledge receipt of the written policies and procedures required under Title 3, Subtitle E, Chapter 151, Section 151.402(b)(1). *Tex. Finance Code § 151.402(c)(9)*.
11. Acknowledge that Agent has been provided the following regulatory website addresses through which Agent can access Title 3, Subtitle E, Chapter 151 and rules adopted thereunder and the Bank Secrecy Act, the USA PATRIOT ACT, and Title 3, Subtitle Z, Chapter 271: [http://www.banking.state.tx.us/sa/msb\\_home.htm](http://www.banking.state.tx.us/sa/msb_home.htm), [http://www.fincen.gov/statutes\\_regs/bsa/](http://www.fincen.gov/statutes_regs/bsa/), [http://www.fincen.gov/statutes\\_regs/patriot/](http://www.fincen.gov/statutes_regs/patriot/), and [http://policy.ctspublish.com/txdob/lpext.dll/Infobase/division00060/sd100061.htm?fn=frame\\_default.htm&f=templates](http://policy.ctspublish.com/txdob/lpext.dll/Infobase/division00060/sd100061.htm?fn=frame_default.htm&f=templates). *Tex. Finance Code § 151.402(c)(10)*.
12. Assist a Licensee in reporting to the Banking Commissioner of Texas the theft or loss of payment instruments or stored value from the Agent in Texas if the total value of the instruments or stored value exceeds \$10,000. *Tex. Finance Code § 151.402(d)*.
13. Act only as authorized under the contract with Licensee and in strict compliance with Licensee's written policies and procedures. *Tex. Finance Code § 151.403(a)(1)*.
14. Not commit fraud or misrepresentation or make any fraudulent or false statement or misrepresentation to Licensee or the Banking Commissioner of Texas. *Tex. Finance Code § 151.403(a)(2)*.
15. Cooperate with an investigation or examination conducted by the Banking Commissioner of Texas and consent to the Banking Commissioner of Texas's examination of Agent's books and records. *Tex. Finance Code § 151.403(a)(3)*.
16. Not commit an unsafe or unsound act or practice or conduct business in an unsafe and unsound manner. *Tex. Finance Code § 151.403(a)(4)*.
17. Immediately upon discovery, report to Licensee the theft or loss of payment instruments or stored value. *Tex. Finance Code § 151.403(a)(5)*.
18. Display on the form prescribed by the Banking Commissioner of Texas, a notice that indicates that Agent is an authorized delegate of Licensee. *Tex. Finance Code § 151.403(a)(6)*.
19. Cease to provide money services as an authorized delegate of Licensee or take other required action immediately on receipt of notice from the Banking Commissioner of Texas or the Licensee as provided by Title 3, Subtitle Z, Chapter 151, Section 151.402(e). *Tex. Finance Code § 151.403(a)(7)*.

20. Remit all money owed to Licensee not later than the 10th business day after the date Agent receives the money, in accordance with the contract between Licensee and Agent, or as directed by the Banking Commissioner of Texas. *Tex. Finance Code § 151.403(b)(1)-(3).*
21. Remit all money owed to Licensee later than the 10th business day after the date Agent receives the money only if Agent maintains on deposit with an office of a federally insured financial institution located in the United States an amount that (1) is in an account solely in the name of Licensee; and (2) for each day by which the period before the remittance exceeds 10 business days, is not less than the outstanding obligations of Licensee routinely incurred by the Agent on a daily basis. *Tex. Finance Code § 151.403(c)(1)-(2).*
22. Hold in trust in favor of Licensee, all money received for transmission by or for Licensee from the time of receipt until the time the money is remitted by the Agent to the Licensee. *Tex. Finance Code § 151.404(b).*
23. Not commingle the money received for transmission by or for Licensee with the Agent's own money or other property, except to use in the ordinary course of the Agent's business for the purpose of making change, if the money is accounted for at the end of each business day. *Tex. Finance Code § 151.404(c).*
24. In the event that the Banking Commissioner of Texas revokes Licensee's license under Section Title 3, Subtitle E, Chapter 151, Section 151.703, assign to the Banking Commissioner of Texas all money held in trust by Agent for the benefit of the persons to whom the related money transmission obligations are owed. *Tex. Finance Code § 151.404(e).*
25. Provide Licensee's name and mailing address or telephone number to the consumer in connection with each money transmission transaction conducted through Agent. *Tex. Finance Code § 151.405(a).*
26. Prepare, maintain, and preserve the records required by rule issued by the Banking Commissioner of Texas or reasonably requested by the Banking Commissioner of Texas. *Tex. Finance Code § 151.602(c).*
27. In the event that Agent receives an emergency order, submit written certification to the Banking Commissioner of Texas, signed by the Agent, and its principals and responsible individuals, as applicable, and each person named in the order, stating that each person has received a copy of and has read and understands the order. *Tex. Finance Code § 151.710(f).*
28. Issue a receipt for each transaction that contains: (i) the name of Licensee and the business address or telephone number; (ii) the unique transaction or identification number; (iii) the date of the transaction; (iv) the amount of the transaction in United States dollars; and (v) the amount of any fee charged for the transaction. *7 TAC § 33.37(b)(2)(B)(i)-(v).*
29. Provide notice to consumers, in a method prescribed by Licensee, of how to file complaints concerning the money transmission business. *7 TAC § 33.51(f)(1).*

## **VIRGINIA**

1. Consent to examination by the Virginia Commissioner of Financial Institutions of the books and records of Agent as often as it is deemed to be in the public interest. *Va. Code Ann. § 6.1-375(B).*
2. Comply with the provisions of Title 6.1, Chapter 12 of the Virginia Code and all other applicable state and federal laws and regulations. *Va. Code Ann. § 6.1-377(i).*
3. Remit all sums owing to Licensee in accordance with the terms of the Agent Appointment Agreement. *Va. Code Ann. § 6.1-377(ii).*
4. Permit the Virginia Commissioner of Financial Institutions to investigate or examine its business pursuant to Va. Code Ann. § 6.1-375. *Va. Code Ann. § 6.1-377(iii).*
5. Not use a sub-delegate, or otherwise designate or appoint another person to sell money orders or engage in the money transmission business on behalf of Licensee. *Va. Code Ann. § 6.1-377(iv).*

6. Ensure that every money order sold by Agent bears the name of Licensee clearly imprinted thereon as it appears on the Licensee's license. *Va. Code Ann. § 6.1-378.*

## **WASHINGTON**

1. Operate in full compliance with Title 19, Chapter 19.230 of the Washington Uniform Money Services Act and the rules adopted thereunder. *Rev. Code Wash. (ARCW) § 19.230.120(2).*
2. Not authorize sub-delegates. *Rev. Code Wash. (ARCW) § 19.230.120(3).*
3. Remit all money owing to Licensee in accordance with the terms of the contract between Licensee and Agent.
4. Upon notice that Licensee's license has been suspended, revoked, and/or surrendered, immediately cease to provide money services as a delegate of Licensee. *Rev. Code Wash. (ARCW) § 19.230.120(5).*
5. Not provide money services other than those allowed Licensee under its license. *Rev. Code Wash. (ARCW) § 19.230.120(6).*
6. Not provide money services outside the scope of activity permissible under the contract between Agent and Licensee, except activity in which Agent is authorized to engage under RCW 19.230.030 or 19.230.080. *Rev. Code Wash. (ARCW) § 19.230.120(6).*
7. Consent to an investigation or examination by Washington Director of Financial Institutions of the business, books, accounts, records, papers, documents, files, and other information used in the business of Agent. *Rev. Code Wash. (ARCW) § 19.230.130(1).*
8. File with the appropriate federal agency all reports required by federal currency reporting, recordkeeping, and suspicious transaction reporting requirements as set forth in 31 U.S.C. Sec. 5311, 31 C.F.R. Sec. 103 (2000), and other federal and state laws pertaining to money laundering and maintain copies of such reports in its records in compliance with RCW 19.230.170. *Rev. Code Wash. (ARCW) § 19.230.180(1).*
9. Transmit the monetary equivalent of all money or equivalent value received from a consumer for transmission, net of any fees, or issue instructions committing the money or its monetary equivalent, to the person designated by the consumer within ten business days after receiving the money or equivalent value, unless otherwise ordered by the consumer or unless Agent has reason to believe that a crime has occurred, is occurring, or may occur as a result of transmitting the money. *Rev. Code Wash. (ARCW) § 19.230.330(1).*
10. Provide a receipt to the consumer that clearly states the amount of money presented for transmission and the total of any fees charged by Licensee. If the rate of exchange for a money transmission to be paid in the currency of another country is fixed by Licensee for that transaction at the time the money transmission is initiated, then the receipt provided to the consumer shall disclose the rate of exchange for that transaction, and the duration, if any, for the payment to be made at the fixed rate of exchange so specified. If the rate of exchange for a money transmission to be paid in the currency of another country is not fixed at the time the money transmission is sent, the receipt provided to the consumer shall disclose that the rate of exchange for that transaction will be set at the time the recipient of the money transmission picks up the funds in the foreign country. *Rev. Code Wash. (ARCW) § 19.230.330(2).*
11. Refund to the consumer all moneys received for transmittal within ten days of receipt of a written request for a refund unless any of the following occurs: (a) the moneys have been transmitted and delivered to the person designated by the consumer prior to receipt of the written request for a refund; (b) instructions have been given committing an equivalent amount of money to the person designated by the consumer prior to receipt of a written request for a refund; (c) Agent has reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by the customer or refunding the money as requested by the customer; or (d) Licensee is otherwise barred by law from making a refund. *Rev. Code Wash. (ARCW) § 19.230.330(3)(a)-(d).*

## **WEST VIRGINIA**



1. Upon reasonable notice from Commissioner of Banking of West Virginia, consent to an on-site examination by the Commissioner of Banking of West Virginia of all books, records, papers, or other objects that the Commissioner of Banking of West Virginia determines are necessary for conducting a complete examination. *W. Va. Code § 32A-2-11(a)*.
2. Upon reasonable notice from Commissioner of Banking of West Virginia, consent to an examination under oath of any person officer, director, or employee of Agent. *W. Va. Code § 32A-2-11(a)*.
3. Consent to inspection by Commissioner of Banking of West Virginia, with or without prior notice, of the books and records of Agent when the Commissioner of Banking of West Virginia has a reasonable basis to believe Agent is not in compliance with Chapter 32A, Article 2, of the West Virginia Code. *W. Va. Code § 32A-2-12(a)*.
4. Unless the documents or data therefrom has been transmitted to Licensee for recordation, preserve records relating to licensed activities for the period of time as required in Chapter 31-A, Article 4, Section 31A-4-35of the West Virginia Code. *W. Va. Code § 32A-2-14*.
5. Ensure that every check sold by Agent bears the name of Licensee and a unique number clearly stamped or imprinted thereon. When an order for the transmission of money results in the issuance of a check, both the order and the check may bear the same number. *W. Va. Code § 32A-2-15(a)*.
6. Record the date on which money was received for transmission, the amount transmitted, the name of the consumer and the intended recipient, and the location to which the money was transmitted if specified by the consumer. *W. Va. Code § 32A-2-15(c)*.
7. Unless otherwise directed by the consumer, transmit money within three business days after the receipt of payment. *W. Va. Code § 32A-2-15(c)*.
8. Provide consumer with a written receipt sufficient to identify the transaction, Licensee, and the amount. *W. Va. Code § 32A-2-15(c)*.
9. Maintain records required by Chapter 32A, Article 2, Section 32A-2-15 of the West Virginia Code as set forth in Section 32A-2-14, and ensure such records are available for examination by the Commissioner of Banking of West Virginia. *W. Va. Code § 32A-2-15(e)*.

## **WYOMING**

1. Comply with the Bank Secrecy Act, 12 U.S.C. §1951 et seq. *Wyo. Stat. § 40-22-103(d)*.
2. Not authorize sub-delegates without the written consent of the Wyoming Banking Commissioner. *Wyo. Stat. § 40-22-118(a)(ii)*.
3. Be subject to supervision and regulation by the Wyoming Banking Commissioner. *Wyo. Stat. § 40-22-118(a)(iii)*.
4. Not make any fraudulent or false statement or misrepresentation to Licensee or to the Wyoming Banking Commissioner. *Wyo. Stat. § 40-22-119(a)*.
5. Conduct all money transmission activities in strict accord with Licensee's written procedures provided to Agent. *Wyo. Stat. § 40-22-119(b)*.
6. Remit all money owing to Licensee in accordance with the terms of the contract between Licensee and Agent. *Wyo. Stat. § 40-22-119(c)*.
7. Consent to inspection by the Wyoming Banking Commissioner, with or without prior notice, pursuant to Wyo. Stat. § 40-22-115. *Wyo. Stat. § 40-22-119(d)*.

*Schedule A.1*

*Arizona Money Transmitter Statute*

*[See Attached]*

## INSTANT ISSUE SELF AUDIT CHECKLIST FOR RETAIL LOCATIONS

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Business Name:

Address:

Contact Name:

Phone Number:

Fax Number:

E-mail address:

Program Name: Retail Gift Card Program

Program Manager Primary Contact Person & Phone Number:

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- Is the location for card storage in a controlled environment with limited access?  Yes  No
- 2. Is the location for card storage alarmed and monitored?  Yes  No
- 3. Does the secured area for card storage include the following?
  - CCTV
  - Alarm System
  - Access Controls
- 4. Is card inventory locked in a safe or vault?  Yes  No
- 5. Are there surveillance cameras that will monitor the area where the Employee will be issued the cards?  Yes  No
- 6. Is card stock inventoried under dual control at the time of receipt?  Yes  No
- 7. Is card stock audited on a daily or monthly basis?  Daily  Monthly
- 8. Is the card stock audit done under dual control?  Yes  No
- 9. Are all inventory and audit logs retained for 24 months?  Yes  No
- 10. Are all audit processes conducted under dual control?  Yes  No
- 11. Are there procedures on how and who to report card volume discrepancies to?  Yes  No
- 12. Is card inventory stored in a manner that would detect tampering?  Yes  No
- 13. Are there procedures on how to handle card stock that becomes invalid or needs to be destroyed?  Yes  No

The daily or monthly card stock audit must contain the following information:

1. Date and time of audit
2. Beginning and ending inventory
3. Signatures of both individuals who conducted the audit
4. Signature of the manager reconciling the inventory

By signing below you attest as an authorized signer of the Reseller that the above security check list accurately reflects the security and procedures that are in place at your location:

Printed Name: \_\_\_\_\_

Title:

Signature: \_\_\_\_\_

Date:

BELOW TO BE COMPLETED BY MEMBER (THE BANCORP BANK)

.....

Comments:

Approved for distribution       Not approved for distribution

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date



