



COLORADO AGENT ADDENDUM

This Addendum is entered into between CheckFreePay Corporation, and all of its affiliates and subsidiaries (“CheckFreePay”), having its principal place of business located at 15 Sterling Drive, Wallingford, CT 06492 and Agent (as defined in the Agreement.)

PRELIMINARY STATEMENTS

WHEREAS, the relationship between the parties is governed by a written agent agreement including but not limited to any associated attachments, addendum and/or amendments (the “Agreement”); and

WHEREAS, CheckFreePay is a money transmitter in accordance with Title 12, Article 52 of the Colorado Revised Statutes and Agent is an “agent” as defined therein; and

WHEREAS, a new law in the State of Colorado, House Bill 10-1114, was signed by Governor Ritter on May 5, 2010 that affects money transmitters, including CheckFreePay Corporation and its agents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Within 30 days prior to performing such money transmission services offered by the Agent and CheckFreePay, every employee of Agent that processes transactions for CheckFreePay will sign and date the Employee Notice Form (“ENF”) issued by the State of Colorado Division of Banking affirming that they: (1) Read and understand the state of Colorado money laundering laws, including Section 18-5-309, Colorado Revised Statutes (C.R.S.), **Money laundering – illegal investments – penalty – definitions** (*see Section A of ENF*), and (2) Read and understand the federal money laundering laws, including Title 18, Part 1, Chapter 95, Section 1956 United States Code, Laundering of monetary instruments (*see Section B of ENF*).

Agent understands and agrees that if it acts as an agent for multiple money transmitter companies licensed in Colorado, each individual employee will sign a separate notice for each company whom the Agent conducts money transmission services. These forms will be retained at the Agent location for law enforcement to view, if requested.

Upon request, Agent will provide CheckFreePay a copy of Agent’s signed Employee Notice Forms.

Agent understands and agrees that failure to sign the form for the first offense is a Class 2 misdemeanor and for the second and succeeding offenses is a Class 1 misdemeanor.

2. Agent understands and agrees that the law prohibits the processing of CheckFreePay transactions by any Agent employee who has been convicted of or pleaded guilty or nolo contendere to fraud offenses in Article 5, Title 18, of Colorado Revised Statutes or in Section 18-18-408 of Colorado Revised Statutes, as may be amended from time to time; a felony involving a financial institution; or an equivalent crime outside Colorado. The Agent will perform appropriate criminal background checks on all existing and future employees before they process CheckFreePay transactions. Agent shall not allow any person who has been convicted of or pleaded guilty or nolo contendere to an offense, as outlined herein, from processing any CheckFreePay transactions.

3. Agent represents and warrants that Agent or any owner of Agent with greater than 10% ownership interest in the Agent, has never been convicted of or pleaded guilty or nolo contendere to fraud offenses in Article 5, Title 18, of Colorado Revised Statutes or in Section 18-18-408 of Colorado Revised Statutes, as may be amended from time to time; a felony involving a financial institution; or an equivalent crime outside Colorado. The Agent understands and agrees that CheckFreePay, at its sole discretion, may perform appropriate criminal background checks on Agent and/or any owner of Agent with greater than 10% ownership interest.

This Addendum shall be effective as of July 1, 2010 and subject to such conditions and limitations as are specified herein, and the rights of the Parties under the Agreement shall be otherwise unaffected. All terms and conditions of the Agreement shall remain in full force and effect. In the event of conflicting provisions between this Addendum and the Agreement, the provisions of this Addendum shall govern.

FOR AGENT:

Agent Name: _____

Terminal ID#: _____

(attach an additional page listing each terminal and location address, if needed)

Authorized Rep. Name: _____

Signature: _____

Title: _____

Date: _____

PLEASE RETURN FAX IMMEDIATELY TO 1-877-237-0237