



IMPORTANT INFORMATION REGARDING REGULATORY REQUIREMENTS AND YOUR AGENT AGREEMENT

Dear State of Kentucky Agent:

Effective immediately, the Agent Agreement with CheckFreePay Corporation is hereby amended to include the following:

- Agent shall operate in full compliance with Kentucky Money Transmitters Act of 2006 (the "Act"), and rules promulgated under the Act, and any order issued by the executive director pursuant to the Act.
- CheckFreePay designates Agent as its "Agent" with authority to engage in money transmission/bill payment/stored value on behalf of CheckFreePay as authorized under applicable law;
- Agent may not authorize subagents except as allowable by CheckFreePay and in accordance with applicable law;
- Agent understands and agrees Agent and CheckFreePay are subject to certain state regulations as administered by their respective regulators or executive directors; and,
- All funds, less fees, received by Agent on behalf of CheckFreePay, shall from the time the Funds are received by the Agent until such time when the Funds or an equivalent amount are remitted by the Agent to CheckFreePay, constitute trust Funds owned by and belonging to CheckFreePay or the Related Entities. If an Agent commingles any of these Funds with any other funds or property owned or controlled by the Agent, then all commingled proceeds and other property shall be impressed with a trust in favor of the licensee in an amount equal to the amount of the proceeds due the licensee.

It is important for your company to fully comply with the law. If you have any questions concerning these regulations, please contact your legal counsel.

This Amendment shall be subject to such conditions and limitations as are specified herein, and the rights of the parties under the Agreement shall be otherwise unaffected and all terms and conditions of the Agreement shall remain in full force and effect. In the event of conflicting provisions between this Amendment and the Agreement, the provisions of this Amendment shall govern. Please keep a copy of this Amendment with your Agent Agreement.

FOR AGENT:

Agent Corporate Name: _____

Signature: _____

Name Printed: _____

Title: _____

Date: _____