



## TEXAS AUTHORIZED DELEGATE ADDENDUM

This Addendum is entered into between

CheckFreePay Corporation, (formerly known as, American Payment Systems, Inc.) 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 (referred to as "Authorized Delegate" or "Agent" herein).

### 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").

**WHEREAS**, CheckFreePay is a money transmission service business license holder and Agent is an Authorized Delegate in accordance with the Texas Finance Code, Chapter 151 Regulation of Money Service Businesses.

**WHEREAS**, The State of Texas recently amended Sec. 151-402, Conduct of Business Through Authorized Delegate, and Sec. 151-403, Authorized Delegate Conduct of the Finance Code and in order to continue your contractual relationship as an Authorized Delegate for CheckFreePay.

**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) "Commissioner" means the Banking Commissioner of Texas or a person designated by the banking commissioner and acting under the banking commissioner's direction and authority.
- (2) Agent is hereby appointed as CheckFreePay's Authorized Delegate with the authority to conduct money transmission on behalf of CheckFreePay as dictated by CheckFreePay;
- (3) Agent hereby certifies that they are familiar with and agree to fully comply with all applicable state and federal laws, rules, and regulations pertaining to money transmission, including relevant provisions of the Bank Secrecy Act and the USA PATRIOT ACT, Texas Finance Code Chapters 151 and 271;
- (4) Agent understands and agrees that CheckFreePay is subject to regulation by the Commissioner and that, as part of that regulation, the commissioner may suspend or revoke an Authorized Delegate designation or require CheckFreePay to terminate an Authorized Delegate designation;
- (5) Agent acknowledges receipt of the written policies and procedures which it is currently obligated to under the Agreement;
- (6) Agent understands and agrees it is under a duty to and must act only as authorized under the contract with CheckFreePay and in strict compliance with CheckFreePay's written policies and procedures;
- (7) Agent understands and agrees it must not commit fraud or misrepresentation or make any fraudulent or false statement or misrepresentation to CheckFreePay or the Commissioner;
- (8) Agent understands and agrees it must cooperate with an investigation or examination conducted by the Commissioner and is considered to have consented to the Commissioner's examination of the Authorized Delegate, including but not limited to, its books and records;

- (9) Agent understands and agrees it must not commit an unsafe or unsound act or practice or conduct business in an unsafe and unsound manner;
- (10) Agent understands and agrees it must, on discovery, immediately report to CheckFreePay the theft or loss of Funds;
- (11) Agent understands and agrees it must prominently display on the form provided by CheckFreePay and prescribed by the Commissioner a notice that indicates that the person is an Authorized Delegate of CheckFreePay;
- (12) Agent understands and agrees it must cease to provide money services as an Authorized Delegate of CheckFreePay or take other required action immediately on receipt of notice from the Commissioner or CheckFreePay; and
- (13) Agent understands and agrees it shall hold in trust all money received for transmission by or for CheckFreePay from the time of receipt until the time the Authorized Delegate remits the money to CheckFreePay. A trust resulting from the Authorized Delegate's actions is in favor of CheckFreePay.

The following website addresses provide access the Texas Finance Code Chapters 151 and 271 and rules adopted thereunder, as well as the Bank Secrecy Act and the USA PATRIOT ACT:

[www.msb.gov](http://www.msb.gov)  
[www.fincen.gov](http://www.fincen.gov)  
[www.banking.state.tx.us](http://www.banking.state.tx.us)

This Addendum 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 Addendum and the Agreement, the provisions of this Addendum shall govern.

**FOR AGENT:**

Corporate Agent Name: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

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

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