

This Commercial Deposit Agreement is intended as a sample. The DI should revise this document to meet their business needs and assessment of risk with each client. It is not intended to be prescriptive and should undergo standard internal legal review.

MODEL MASTER ADDENDUM TO COMMERCIAL DEPOSIT AGREEMENT

_____ DEPOSITORY INSTITUTION

ADDENDUM

IMPACT MONEY SERVICE BUSINESS ACCOUNT(S)

This is an Addendum to the Commercial Deposit Agreement between _____ (“Depository Institution”) and the Money Service Business, _____ (“MSB Customer” or “you” or “your”) and is a part of your Commercial Deposit Agreement with Depository Institution.

NATURE OF ACCOUNT

- **Special Impact Nature of Account.** This Impact Money Service Business Account (“Account”) facilitates inclusion of MSB Customer within the United States deposit and payments system. Otherwise, it would likely be unfeasible for MSB Customer to obtain a Depository Institution account to facilitate its money service business to provide remittance of United States or other funds to foreign nations or territories that are more vulnerable geographic locations (“Vulnerable Areas”). The special “impact” nature of this Account is its facilitation of remittance business designed to promote domestic access to financial services while supporting economic empowerment and humanitarianism abroad. This Account is designed to facilitate the Impact Money Services Business Program (“Impact Program”), which is a function of the supervision by Washington Department of Financial Institutions (“WDFI”) of money services businesses that service Vulnerable Areas.
- **Applicability to All Accounts (Including Incidental Business Activities).** The reference in this Addendum to “Account,” as applicable, refers to all accounts of MSB Customer at Depository Institution (if more than one) that (1) are dedicated for the purpose of your money services business and (2) dedicated to other permissible and incidental business activities, whether or not of a financial services nature. (See **Incidental Business Activities below**).
- **General Commercial Deposit Agreement and/or Other Agreements with Depository Institution—Controlling Language.** This Addendum is in addition to the language in your Commercial Deposit Agreement (or any other addenda or agreements) that applies to any commercial account you have at Depository Institution, including this one. This Addendum may also be separate from any

agreement related to any account maintained by you at Depository Institution for Incidental Business Activities other than money transmission. With respect to those accounts related to MSB Customer's activities as a money transmitter as contemplated by this Addendum, the provisions of this Addendum shall control and supersede any language of any other agreements or addenda with Depository Institution to the contrary.

USE OF ACCOUNT

- **Community Service.** MSB Customer warrants to Depository Institution that the purpose of its business is to provide a community service to Washington State residents and other U.S. residents who seek to send United States or other funds to people or businesses in Vulnerable Areas for lawful purposes.
- **Lawful Purposes.** As MSB Customer, you agree to use the account solely for its normal and customary lawful business purposes.
- **Credentials.** As a money transmitter, you must:
 - Be organized within the United States to operate as a provider or agent for domestic or international money transmission (see below *Pre-Conditions for Opening a MSB Account*);
 - Be registered as a non-bank money transmitter with the United States Department of the Treasury Financial Crimes Enforcement Network ("FinCEN");
 - Be licensed with the WDFI as a money services business, pursuant to the Uniform Money Services Act, Chapter 19.230 of the Revised Code of Washington ("UMSA");
 - Be designated as a money services business in good standing in all jurisdictions in the United States where operating or otherwise required as evidenced by the National Multiple Licensing System of the State Regulatory Registry ("NMLS"); and
 - Possess other written credentials acceptable to Depository Institution of which Depository Institution shall notify MSB Customer in advance.
- **Use of Account for Other Business—Limitations.** As a customer of Depository Institution, you may offer other services to the public as expressly authorized or not prohibited by the privileges, requirements, restrictions, conditions, and limitations of your license with the WDFI and incident to your registration as a money transmitter with FinCEN. If you are using the Account in connection with other permissible business activities, the provisions of **Incidental Business Activities**, contained below, shall apply to you, this Addendum, and the Account.

PRE-CONDITIONS FOR OPENING A MSB ACCOUNT

- **All Commercial Banking Relationships Must Be with Depository Institution.** In order for Depository Institution to understand and fully assess MSB Customer's risk profile on an ongoing basis, you agree and warrant to Depository Institution that you will maintain all of your commercial banking

relationships with Depository Institution to provide full transparency as to all of MSB Customer's transactions.

- **Service Area of MSB Customer.** MSB Customer must have a home office or a branch location within the Seattle-Tacoma-Bellevue Metropolitan Statistical Area (or the respective geographic location set by the DI). MSB Customers outside of this area may request approval to open an account.
- **Personal Tax Returns.** MSB Customer must provide a signed copy of the most recent two (2) years of personal tax returns filed with the Internal Revenue Service ("IRS") for all owners, partners, directors, or members of MSB Customer's business.
- **Business Tax Returns (If Any).** MSB Customer must provide a signed copy of the most recent two (2) years of business tax returns filed with the IRS (if MSB Customer has been in business two years or more), including all schedules and supporting statements. If MSB Customer has not filed the business tax return for the most current year, then a copy of a most recent CPA-prepared cash flow statement, balance sheet, and income statement. If MSB Customer has been in business less than two (2) years, Depository Institution will require all IRS reporting to date.
- **Business-Related Documentation.** MSB Customer must provide a copy of all business-related documents, including, but not limited to:
 - IRS Tax ID number;
 - Certificate of Formation of Limited Liability Company ("LLC") or Articles of Incorporation of Corporation, together with Certificate of Filing, with the Washington Secretary of State, or Registration as an Out-of-State Corporation or LLC with the Washington Secretary of State (together with Certificate of Formation or Articles of Incorporation in the home state of formation);
 - Operating Agreement of the LLC or the Bylaws of the Corporation;
 - Master Business License with the State of Washington, including Trade Name Registration (if any);
 - Municipal Business License (if any);
 - FinCEN registration;
 - License with WDFI;
 - NMLS Number; and
 - If MSB Customer is a LLC or corporation, the name, date, address, and suitable identification of each beneficial owner.
- **Physical Locations of MSB Customer.** MSB Customer must provide the physical address for all locations in Washington State and any other location in the United States, if licensed in other States or U.S. territories, or in the case of a mobile location in the case of mobile services other than MSB Customer's fixed location, the license plate number and vehicle identification number (VIN) for any vehicle used as a provider of mobile services

- **Information Sharing with Government Authorities.** MSB Customer specifically authorizes the following as a condition of obtaining and maintaining an Impact Money Service Business Account with Depository Institution:
 - That the existence of this Addendum be shared with WDFI and a copy be given to WDFI;
 - That WDFI may share with Depository Institution any and all information WDFI has concerning MSB Customer upon request of Depository Institution or upon its own election, and that MSB Customer will sign a written waiver if requested by Depository Institution that may be used to supply WDFI with proof of authorization for WDFI to share information with Depository Institution;
 - That Money Service Business Licensing personnel at WDFI and Division of Banks' or Division of Credit Unions' personnel at WDFI (who supervise and regulate Depository Institution) may share information about MSB Customer with each other; and
 - That the sharing of information by WDFI with Depository Institution may include but is not limited to:
 - Reports of Examination ("ROE") by WDFI of MSB Customer, including an assessment of MSB Customer's compliance with Bank Secrecy Act/Anti-Money Laundering Laws and regulations ("BSA/AML Standards"); and
 - Federal Examination Reports under authority of Title 31, United States Code, which are conducted under the auspices of FinCEN (and as may be delegated to the IRS) concerning BSA/AML Standards, to the extent permissible under federal law or regulation.
- **Depository Institution Requirements of Maintaining Separate Accounts.** MSB Customer agrees to any requirements of Depository Institution that it maintain with Depository Institution separate deposit accounts for separate types of services offered (e.g., check cashing and remittance sales) in order to track funds in and out, and to identify or prevent the commingling of "cash in" for remittances and "cash out" for check cashing.
- **Consent to Independent Audit and Government Examination of Accounts.** If required by Depository Institution pursuant to notice, MSB Customer agrees to an independent audit conducted by a qualified independent consultant or auditor. In the absence of an independent audit, MSB Customer agrees and consents to a documented site visit by the Depository Institution's compliance personnel or independent contractors to measure compliance with BSA/AML Standards.
- **Depository Institution Conditions Related to Vulnerable Areas.** MSB Customer agrees that when remitting funds to Vulnerable Areas, the Depository Institution may, subject to notice and in order to mitigate the risk of violation of BSA/AML Standards, establish risk limits, including limits on the volume of transactions in terms of amount and frequency.
- **BSA/AML Compliance Program Requirements.** MSB Customer must have in place a BSA/AML Program acceptable to Depository Institution, including either:

*Check
Which
One
Applies*

*MSB
Customer
Initials*



STANDARD BSA COMPLIANCE REQUIREMENTS

- A BSA Compliance Officer (“BSAO”) for the business, who is familiar with MSB Customer’s BSA/AML Program and with MSB laws and rules.;
- A written BSA/AML Policy in compliance with BSA/AML Standards as determined by Depository Institution, which has been approved by MSB Customer’s Board of Directors (or, as may be applicable, MSB Customer’s shareholders or beneficial owners), which is not a boilerplate document and which provides detailed information about the MSB, including but not necessarily limited to:
 - A Customer Identification Program;
 - Customer Due Diligence Requirements;
 - Enhanced Due Diligence Requirements; and
 - OFAC Requirements.
- A requirement that BSAO perform a risk assessment and define risk mitigation factors (when applicable) prior to offering account service to MSBs.

IMPORTANT: You will provide a copy of your BSA/AML Policy for review prior to Depository Institution opening the Account, and you warrant that you will further provide any written changes to your BSA/AML Policy for the duration of this Account.



WDFI-FACILITATED IMPACT PROGRAM REQUIREMENTS

- A BSA Compliance Officer (“BSAO”) for the business;
- A written BSA/AML Policy in compliance with BSA/AML Standards that meet or exceed the standards for Impact MSB Customers , which has been approved by MSB Customer’s Board of Directors (or, as may be applicable, MSB Customer’s

shareholders or beneficial owners), which is not a boilerplate document, and which includes:

- A Customer Identification Program;
- Customer Due Diligence Requirements;
- Enhanced Due Diligence Requirements; and
- OFAC Requirements.
- A requirement that BSAO perform a risk assessment and define risk mitigation factors (when applicable) prior to offering account service to MSBs.
- A requirement that BSAO provide WDFI, FinCEN, and other government regulators (as applicable) with evidence of their due diligence in relation to Vulnerable Areas, if WDFI, FinCEN, and other government regulators permit MSBs to conduct remittances to such Vulnerable Areas.

IMPORTANT: You will provide a copy of your BSA/AML Policy, for review prior to Depository Institution opening the Account, and you warrant that you will further provide any written changes to your BSA/AML Policy for the duration of this Account.

- **Security Deposit/Assignment of Collateral.** A security deposit or assignment of collateral is required (or waived), as follows:

Check
Which
One
Applies

MSB
Customer
Initials

SECURITY DEPOSIT

MSB Customer shall deposit with Depository Institution, as security for any contingent liability, penalty, or unpaid charges, the sum of \$_____ U.S. Dollars, which shall be separately set aside by Depository Institution as a security deposit. This fee shall be reasonable in relation to the services offered, and refundable to depositor upon termination of the account.

IMPORTANT: Depository Institution may raise or lower the security deposit amount after reasonable notice to MSB Customer.

ASSIGNMENT OF COLLATERAL

MSB Customer shall assign to Depository Institution, in lieu of a security deposit, as security for any contingent liability, penalty, or unpaid charges, the equivalent in value of \$ _____ U.S. Dollars in readily marketable collateral, which shall be separately set aside by Depository Institution. As used here, “readily marketable collateral” means financial instruments and/or bullion that are saleable under ordinary circumstances with reasonable promptness at a fair market value determined by daily quotations based on actual transactions on an auction or a similarly available daily bid-and-ask price market.

IMPORTANT: Depository Institution may raise or lower the collateral requirement at any time upon reasonable notice to MSB Customer.

CONDITIONAL WAIVER

Depository Institution initially waives a requirement of security deposit or assignment of collateral.

IMPORTANT: Depository Institution may, however, unilaterally rescind its waiver without breach of this Addendum and require a reasonable security deposit or assignment of collateral acceptable to Depository Institution, upon notice to MSB Customer.

DEPOSITORY INSTITUTION FACILITIES/COURIER SERVICES/DEPOSITORY INSTITUTION PERSONNEL FOR CONDUCTING BUSINESS

- **Permissible Branch Locations.** In order to facilitate the handling of the Account by knowledgeable Depository Institution employees, Depository Institution may restrict the facilities of Depository Institution that you may use to transact commercial business with Depository Institution.
- **Courier Services.** Either Depository Institution or MSB Customer may require that MSB Customer use a courier service to transport cash for deposit with Depository Institution, either at a Depository Institution facility or a Federal Reserve Bank vault facility used by Depository Institution. Depository

Institution must approve of the courier service in advance (including evidence to Depository Institution's satisfaction of the sufficiency of its bond and its licensing in good standing (if applicable) for all types of transport of money to which it is engaged. Courier services (if any) must conform to Depository Institution's requirements that do not impede Depository Institution's ability to process its cash transaction reports (CTRs) to FinCEN on a timely basis.

- **Designation of Knowledgeable Depository Institution Personnel.** In its discretion and subject to notice, Depository Institution may designate certain Depository Institution employee(s) to handle your Account and make themselves available for handling your inquiries. If you receive such a notice, the designated Depository Institution employee(s) will be generally available Monday-Friday between 9:00 a.m. and 4:00 p.m.

ACCOUNT FEES

- **Service Charges.** As a MSB Customer, each of your accounts comprising the Account will incur a reasonable Service Charge on a monthly analysis basis. The amount of Service Charge per each account must be disclosed to you at the time of their opening but may be changed by Depository Institution in its sole discretion, subject, however, to advance notice.
- **Compliance Monitoring Fee.** In addition, the Account will incur a reasonable Compliance Monitoring Fee, the amount of which shall be disclosed to you at the time of opening the Account but which may be changed by Depository Institution in its sole discretion, subject, however, to advance notice.
- **Credit—Offset.** If you are notified in writing, the Account (or any one of them) may earn a credit based on the average collected balance that is maintained. The fees and charges for each such account may be offset with this earnings credit.

PERIODIC COMPLIANCE REVIEW

- **Request for Information.** For compliance-monitoring purposes, documentation related to your Money Services Business licensing or AML Policy Program requirements, or records related to money transmissions may be requested at any time.
- **Time for Compliance.** If Depository Institution requests a copy of a document, you will have five (5) business days to provide us with the requested information. For documentation related to a funds transfer, you will have two (2) business days to provide the requested information. As used here, "business day" means Monday through Friday, excluding legal holidays. If the document is not provided within this period, your Account services may be restricted.
- **Depository Institution's Onsite Visits.** In addition, Depository Institution reserves the right to conduct onsite visits at a schedule determined by Depository Institution, but not less than annually. For each onsite visit, you will be charged reasonable airfare, hotel, meal, and car rental expenses (if any and as applicable). Your primary account will be debited within thirty (30) days of the onsite visit.

- ***Unsafe and Unsound Practices.*** If at any time Depository Institution deems the Account's activity to be inconsistent with safe and sound banking practices, your Account with Depository Institution may be terminated. If Depository Institution chooses to terminate your Account, Depository Institution will provide you with written notice.

INCIDENTAL BUSINESS ACTIVITIES

- ***Other Business Activities.*** If you are engaged in business activities separate from money transmission as contemplated by this Addendum ("Incidental Business Activities"), you will be required to maintain a separate account or accounts for those activities at Depository Institution, subject to Depository Institution's policies with respect to such accounts and in Depository Institution's sole discretion.
- ***Requirements and Costs of Accounts for Incidental Business Activities.*** The requirements (including documentation) for accounts related to Incidental Business Activities may be different from what is required in this Addendum. The costs associated with separate accounts for Incidental Business Activities shall be in addition to and different from the costs associated with this Addendum.
- ***Compliance Requirements of Incidental Business Activities.*** Your Incidental Business Activities (if any) may have their own government or Depository Institution compliance requirements, independent of the compliance requirements set forth in this Addendum that apply to your money transmission business.