Meeting Between Federal Reserve Staff and Representatives of Western Union
November 3, 2010

Participants: Rosemary Gallagher, Tim Daly, Victoria Lopez-Negrete, Dan Canning, Mike Rodin, Jaime Brown, Jim Sivon, Ray Natter and Meredith Cipriano (WesternUnion)

Dana Miller, Samantha Pelosi, Mandie Aubrey, David Stein and Ky Tran-Trong (Federal Reserve Board)

Summary: Staff from the Federal Reserve Board met with representatives of Western Union to discuss the remittance transfer provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank Act”). Using prepared materials, representatives from Western Union provided an overview of the company’s money transfer business, including the services it offers, its agent network, and its customer base. Western Union raised concerns about certain aspects of the remittance transfer provisions of the Dodd-Frank Act, including the posting of storefront disclosures, the written initial disclosure of information regarding the transaction, foreign language disclosures, error resolution, and liability for agent actions.

Attached below are copies of the presentation and sample forms and receipts Western Union provided to Federal Reserve Board staff to guide discussion during the meeting.
Remittance Disclosure Requirements Under the Dodd-Frank Wall Street Reform and Consumer Protection Act

Prepared for the Federal Reserve Board, Division of Consumer and Community Affairs

November 3, 2010
Washington, D.C.
Meeting Participants

Victoria Lopez-Negrete
SVP, Product Management

Tim Daly
SVP, Government Relations

Daniel Canning
VP, Product Management

Meredith Cipriano
Manager, Government Relations

Jaime Brown
Co-Lead Counsel Americas & Alternative Channels

Mike Rodin
Co-Lead Counsel Americas & Alternative Channels

Rosemary Gallagher
Senior Counsel

Jim Sivon
Partner, Barnett, Sivon & Natter

Raymond Natter
Partner, Barnett, Sivon & Natter
Western Union – Global Money Transfer Solutions

• Money transfer services in more than 200 countries and territories

• 435,000 authorized delegate locations, including over 53,000 in the United States

• 120 currencies

• 196 million consumer to consumer transactions in 2009

• 13 million participants in our Global Loyalty Programs
Money Transfer Users

Compared to the adult population in the U.S., money transfer senders are more likely to:
- Have a bank account
- Own a mobile phone
- Use the internet
- Have a college or post-graduate degree

Source: Experian Simmons Spring 2010 National Consumer Study, Release Date: Aug. 27, 2010
<table>
<thead>
<tr>
<th>Channels &amp; Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash to Cash</strong></td>
</tr>
<tr>
<td>Money in Minutes</td>
</tr>
<tr>
<td>Funds available for payout within minutes.</td>
</tr>
<tr>
<td><strong>Next Day</strong></td>
</tr>
<tr>
<td>Funds available for payout the morning after money transfer is sent.</td>
</tr>
<tr>
<td><strong>Internet</strong></td>
</tr>
<tr>
<td>westernunion.com</td>
</tr>
<tr>
<td>Allows consumers to send funds on-line by using a credit or debit card.</td>
</tr>
<tr>
<td><strong>Telephone</strong></td>
</tr>
<tr>
<td>1-800-CALL-CASH®</td>
</tr>
<tr>
<td>Allows consumers to send funds by calling a toll-free number and using a credit or debit card.</td>
</tr>
</tbody>
</table>

**Account Based Money Transfer**

<table>
<thead>
<tr>
<th><strong>Account to Cash</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Allows consumers to initiate a money transfer online by debiting their bank accounts.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Direct to Bank</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Enables consumers to send a transaction from an authorized delegate location directly to a bank account.</td>
</tr>
</tbody>
</table>

**goCash℠**

<table>
<thead>
<tr>
<th>goCash℠</th>
</tr>
</thead>
<tbody>
<tr>
<td>Money transfer packet is purchased from prepaid product rack at authorized delegate location.</td>
</tr>
</tbody>
</table>

The package contains a "transfer code" which provides a mechanism for the consumer to complete the money transfer by phone or online with Western Union.

**Mobile**

<table>
<thead>
<tr>
<th><strong>Mobile Money Transfer</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Provides consumers with the ability to transfer money to or from a mobile phone.</td>
</tr>
</tbody>
</table>
Walk-In Money Transfer

Consumer enters authorized delegate location

Consumer completes “To Send” form or provides Gold Card

Store clerk answers fee and FX questions and enters information into Western Union’s proprietary software system

Store clerk collects funds (principal + fee) and completes transaction

Store Clerk provides printed receipt to consumer
Money Transfer By Phone at Retail

Consumer enters authorized delegate location and contacts Western Union CSC via “yellow phone”

Western Union CSC representative captures sender information and provides fee information and transaction number

Consumer provides Transaction Number to the store clerk

Store clerk collects funds (principal + fee) and completes transaction

Store Clerk provides printed receipt to consumer
Money Transfer Retail Environment

Brooklyn, NY

Jamaica, NY
Money Transfer Process

Money:
- Sending Agent’s Bank
- Western Union’s Bank
- Receiving Agent’s Bank

Consumers:
- Sender
- Receiver

Data:
- Sending Agent
- Receiving Agent
- Western Union Company
# US Regulatory Oversight

## A Comprehensive Set of Federal and State Laws

- **Federal Laws**
  - Bank Secrecy Act
  - OFAC Compliance
  - USA PATRIOT Act of 2001
  - Registered with the FinCEN as a MSB, Including IRS Examinations

- **Western Union is Licensed in 48 States and 4 Territories**
  - Safety & Soundness Requirements
    - Financial Stability; Audits
    - Minimum Net Worth and Bonding Requirements
    - Receipt and Other Disclosure Requirements
    - Investment Criteria for Consumer Funds
    - Robust State Examination Programs

- **State and Federal Consumer Protection Laws**
Pre-Transaction Disclosures

Online
www.westernunion.com

Telephone
1-800-325-6000

24/7 service availability
Disclosures With the Transaction

<table>
<thead>
<tr>
<th>Money Transfer Send</th>
<th>Agent Copy</th>
<th>903A EET</th>
<th>11/01/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oper ID: 785</td>
<td>Amount:</td>
<td>$300.00</td>
<td></td>
</tr>
<tr>
<td>Sender: PLEASE CANCEL TEST TRANSACTION</td>
<td>Charge:</td>
<td>11.99</td>
<td></td>
</tr>
<tr>
<td>Receiver: PLEASE CANCEL TEST TRANSACTION</td>
<td>Total:</td>
<td>$311.99</td>
<td></td>
</tr>
</tbody>
</table>

Available In: HONDURAS

Our Receipts Identify:
- Senders & Receivers
- Payout Amount (in the Receiver’s Currency)
- Transfer Amount and Fees
- Exchange Rate
- Receiver Name
- Refund and Cancellation Policies*
- Mailing Address and Toll-Free Contact Information*

*On reverse side of receipt
Discussion--Storefront Posting

STATUTORY PROVISION & SUBJECT

<table>
<thead>
<tr>
<th>STOREFRONT POSTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) IN GENERAL</td>
</tr>
<tr>
<td>(i) PROMINENT POSTING.—Subject to subparagraph (B), the Board may prescribe rules to require a remittance transfer provider to prominently post, and timely update, a notice describing a model remittance transfer for one or more amounts, as the Board may determine, which notice shall show the amount of currency that will be received by the designated recipient, using the values of the currency into which the funds will be exchanged.</td>
</tr>
<tr>
<td>(ii) ONSITE DISPLAYS.—The Board may require the notice prescribed under this subparagraph to be displayed in every physical storefront location owned or controlled by the remittance transfer provider.</td>
</tr>
<tr>
<td>(iii) INTERNET NOTICES.—Subject to paragraph (3), the Board shall prescribe rules to require a remittance transfer provider that provides remittance transfers via the Internet to provide a notice, comparable to a storefront notice described in this subparagraph, located on the home page or landing page (with respect to such remittance transfer services) owned or controlled by the remittance transfer provider.</td>
</tr>
<tr>
<td>(iv) RULEMAKING AUTHORITY.—In prescribing rules under this subparagraph, the Board may impose standards or requirements regarding the provision of the storefront and Internet notices required under this subparagraph and the provision of the disclosures required under paragraphs (2) and (3).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISCUSSION TOPICS</th>
</tr>
</thead>
<tbody>
<tr>
<td>STUDY GOAL: FACILITATING UNDERSTANDING OF REMITTANCE FEES AND COSTS</td>
</tr>
<tr>
<td>Methodology</td>
</tr>
<tr>
<td>✓ Existing Laws</td>
</tr>
<tr>
<td>✓ Industry Data</td>
</tr>
<tr>
<td>✓ Common Survey Tools</td>
</tr>
<tr>
<td>✓ Decision Criteria</td>
</tr>
<tr>
<td>- Behavioral Changes</td>
</tr>
<tr>
<td>- Bank v. Non-Bank Remitters</td>
</tr>
<tr>
<td>- Alternative Tools to Satisfy Goals</td>
</tr>
<tr>
<td>POSITIVE CONSUMER EXPERIENCES</td>
</tr>
<tr>
<td>✓ SCOPE</td>
</tr>
<tr>
<td>- Bill Payments</td>
</tr>
<tr>
<td>- USD Payouts</td>
</tr>
<tr>
<td>- Emerging Services—Card, Mobile, etc.</td>
</tr>
<tr>
<td>- Internet Visits</td>
</tr>
<tr>
<td>- Toll-Free Telephone Access (Data)</td>
</tr>
<tr>
<td>ADMINISTRATION</td>
</tr>
<tr>
<td>✓ FX Updates and Consumer Confusion</td>
</tr>
<tr>
<td>✓ Third Party Websites</td>
</tr>
<tr>
<td>✓ Define “storefront”</td>
</tr>
</tbody>
</table>
## Discussion--Receipts

<table>
<thead>
<tr>
<th>STATUTORY PROVISION &amp; SUBJECT</th>
<th>DISCUSSION TOPICS</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECEIPT REQUIREMENTS</td>
<td>POSITIVE CONSUMER EXPERIENCES</td>
</tr>
<tr>
<td>(1) IN GENERAL. Each remittance transfer provider shall make disclosures as required under this section and in accordance with rules prescribed by the Board. Disclosures required under this section shall be in addition to any other disclosures applicable under this title.</td>
<td>✓ Preferred Customer Programs</td>
</tr>
<tr>
<td></td>
<td>✓ USD Payouts</td>
</tr>
<tr>
<td></td>
<td>✓ Bill Payments</td>
</tr>
<tr>
<td></td>
<td>✓ Emerging Services—Card, Mobile, etc.</td>
</tr>
<tr>
<td></td>
<td>✓ Consolidated Receipts</td>
</tr>
<tr>
<td>(2) DISCLOSURES. Subject to rules prescribed by the Board, a remittance transfer provider shall provide, in writing and in a form that the sender may keep, to each sender requesting a remittance transfer, as applicable to the transaction:</td>
<td></td>
</tr>
<tr>
<td>(A) at the time at which the sender requests a remittance transfer to be initiated, and prior to the sender making any payment in connection with the remittance transfer, a disclosure describing: (i) the amount of currency that will be received by the designated recipient, using the values of the currency into which the funds will be exchanged; (ii) the amount of transfer and any other fees charged by the remittance transfer provider for the remittance transfer; and (iii) any exchange rate to be used by the remittance transfer provider for the remittance transfer, to the nearest 1/100th of a point; and</td>
<td></td>
</tr>
<tr>
<td>(B) at the time at which the sender makes payment in connection with the remittance transfer: (i) a receipt showing: (I) the information described in subparagraph (A); (II) the promised date of delivery to the designated recipient; and (III) the name and either the telephone number or the address of the designated recipient, if either the telephone number or the address of the designated recipient is provided by the sender; and (ii) a statement containing: (I) information about the rights of the sender under this section regarding the resolution of errors; and (II) appropriate contact information for: (as) the remittance transfer provider; and (bb) the State agency that regulates the remittance transfer provider and the Board, including the toll-free telephone number established under section 1013 of the Consumer Financial Protection Act of 2010</td>
<td></td>
</tr>
<tr>
<td>(3) REQUIREMENTS RELATING TO DISCLOSURES. With respect to each disclosure required to be provided under paragraph (2) a remittance transfer provider shall: (A) provide an initial notice and receipt, as required by subparagraphs (A) and (B) of paragraph (2), and an error resolution statement, as required by subsection (d), that clearly and conspicuously describe the information required to be disclosed therein; and</td>
<td></td>
</tr>
<tr>
<td>(B) with respect to any transaction that a sender conducts electronically, comply with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001 et seq.).</td>
<td></td>
</tr>
</tbody>
</table>
Discussion--Receipts

<table>
<thead>
<tr>
<th>STATUTORY PROVISION &amp; SUBJECT</th>
<th>DISCUSSION TOPICS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4) EXCEPTION FOR DISCLOSURES OF AMOUNT RECEIVED.</td>
<td>(B) DEADLINE. — The application of subparagraph (A) shall terminate 5 years after the date of enactment of the Consumer Financial Protection Act of 2010, unless the Board determines that termination of such provision would negatively affect the ability of remittance transfer providers described in subparagraph (A) to send remittances to locations in foreign countries, in which case, the Board may, by rule, extend the application of subparagraph (A) to not longer than 10 years after the date of enactment of the Consumer Financial Protection Act of 2010.</td>
</tr>
</tbody>
</table>

(A) IN GENERAL.—Subject to the rules prescribed by the Board, and except as provided under subparagraph (B), the disclosures required regarding the amount of currency that will be received by the designated recipient shall be deemed to be accurate, so long as the disclosures provide a reasonably accurate estimate of the foreign currency to be received. This paragraph shall apply only to a remittance transfer provider who is an insured depository institution, as defined in section 3 of the Federal Deposit Insurance Act (12 U.S.C. 1813), or an insured credit union, as defined in section 101 of the Federal Credit Union Act (12 U.S.C. 1752), and if: (i) a remittance transfer is conducted through a demand deposit, savings deposit, or other asset account that the sender holds with such remittance transfer provider; and (ii) at the time at which the sender requests the transaction, the remittance transfer provider is unable to know, for reasons beyond its control, the amount of currency that will be made available to the designated recipient.

(B) DEADLINE.—The application of subparagraph (A) shall terminate 5 years after the date of enactment of the Consumer Financial Protection Act of 2010, unless the Board determines that termination of such provision would negatively affect the ability of remittance transfer providers described in subparagraph (A) to send remittances to locations in foreign countries, in which case, the Board may, by rule, extend the application of subparagraph (A) to not longer than 10 years after the date of enactment of the Consumer Financial Protection Act of 2010.

(5) EXEMPTION AUTHORITY.—The Board may, by rule, permit a remittance transfer provider to satisfy the requirements of: (A) paragraph (2)(A) orally, if the transaction is conducted entirely by telephone; (B) paragraph (2)(B), in the case of a transaction conducted entirely by telephone, by mailing the disclosures required under such subparagraph to the sender, not later than 1 business day after the date on which the transaction is conducted, or by including such documents in the next periodic statement, if the telephone transaction is conducted through a demand deposit, savings deposit, or other asset account that the sender holds with the remittance transfer provider; (C) subparagraphs (A) and (B) of paragraph (2) together in one written disclosure, but only to the extent that the information provided in accordance with paragraph (3)(A) is accurate at the time at which payment is made in connection with the subject remittance transfer; and (D) paragraph (2)(A), without compliance with section 101(c) of the Electronic Signatures in Global Commerce Act, if a sender initiates the transaction electronically and the information is displayed electronically in a manner that the sender can keep.
## Discussion--Language Disclosures & Liability

<table>
<thead>
<tr>
<th>STATUTORY PROVISION &amp; SUBJECT</th>
<th>DISCUSSION TOPICS</th>
</tr>
</thead>
<tbody>
<tr>
<td>LANGUAGE DISCLOSURES</td>
<td>POSITIVE CONSUMER EXPERIENCES</td>
</tr>
</tbody>
</table>
| The disclosures required under this section shall be made in English and in each of the foreign languages principally used by the remittance transfer provider, or any of its agents, to advertise, solicit, or market, either orally or in writing, at that office. | ✓ Preferred Customer Programs  
✓ Simple Forms  
✓ Emerging Services—Card, Mobile, etc. |

| VICARIOUS LIABILITY           | CLARIFICATION |
| (1) IN GENERAL. A remittance transfer provider shall be liable for any violation of this section by any agent, authorized delegate, or person affiliated with such provider, when such agent, authorized delegate, or affiliate acts for that remittance transfer provider. | ✓ “Principally Used”  
✓ “Advertise, Market or Solicit”  
✓ Governing Language When Discrepancies Arise  
✓ Top US Languages |

(2) OBLIGATIONS OF REMITTANCE TRANSFER PROVIDERS.—The Board shall prescribe rules to implement appropriate standards or conditions of, liability of a remittance transfer provider, including a provider who acts through an agent or authorized delegate. An agency charged with enforcing the requirements of this section, or rules prescribed by the Board under this section, may consider, in any action or other proceeding against a remittance transfer provider, the extent to which the provider had established and maintained policies or procedures for compliance, including policies, procedures, or other appropriate oversight measures designed to assure compliance by an agent or authorized delegate acting for such provider. | ✓ Behavioral Incentives  
✓ Enforcement Agency Consideration of Mitigating Factors  
✓ Regulation E  
✓ Remedies/Willful Blindness |
**Discussion--Error Resolution**

<table>
<thead>
<tr>
<th>STATUTORY PROVISION &amp; SUBJECT</th>
<th>DISCUSSION TOPICS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ERROR RESOLUTION, CANCELLATION AND REFUND</strong></td>
<td><strong>SCOPE</strong></td>
</tr>
<tr>
<td>(1) ERROR RESOLUTION</td>
<td>✓ USD Payouts</td>
</tr>
<tr>
<td>(A) IN GENERAL.—If a remittance transfer provider receives oral or written notice from the sender within 180 days of the promised date of delivery that an error occurred with respect to a remittance transfer, including the amount of currency designated in subsection (a)(3)(A) that was to be sent to the designated recipient of the remittance transfer, using the values of the currency into which the funds should have been exchanged, but was not made available to the designated recipient in the foreign country, the remittance transfer provider shall resolve the error pursuant to this subsection and investigate the reason for the error.</td>
<td>✓ Bill Payments</td>
</tr>
<tr>
<td>(B) REMEDIES.—Not later than 90 days after the date of receipt of a notice from the sender pursuant to subparagraph (A), the remittance transfer provider shall, as applicable to the error and as designated by the sender: (i) refund to the sender the total amount of funds tendered by the sender in connection with the remittance transfer which was not properly transmitted; (ii) make available to the designated recipient, without additional cost to the designated recipient or to the sender, the amount appropriate to resolve the error; (iii) provide such other remedy, as determined appropriate by rule of the Board for the protection of senders; or (iv) provide written notice to the sender that there was no error with an explanation responding to the specific complaint of the sender.</td>
<td>✓ Emerging Services—Card, Mobile, etc.</td>
</tr>
</tbody>
</table>

(2) RULES.
The Board shall establish, by rule issued not later than 18 months after the date of enactment of the Consumer Financial Protection Act of 2010, clear and appropriate standards for remittance transfer providers with respect to error resolution relating to remittance transfers, to protect senders from such errors. Standards prescribed under this paragraph shall include appropriate standards regarding record keeping, as required, including documentation: (A) of the complaint of the sender; (B) that the sender provides the remittance transfer provider with respect to the alleged error; and (C) of the finding of the remittance transfer provider regarding the investigation of the alleged error that the sender brought to their attention.

(3) CANCELLATION AND REFUND POLICY RULES.
Not later than 18 months after the date of enactment of the Consumer Financial Protection Act of 2010 the Board shall issue final rules regarding appropriate remittance transfer cancellation and refund policies for consumers.
Conclusion

Two Consistent Objectives
• **Western Union**: Positive Consumer Experience
• **Dodd-Frank**: Consumer Protection & Disclosure

• Is store front posting of detailed exchange rate information the best way to achieve these consistent objectives?

• Disclosures should be easy to understand and provide the information consumers say they need to make informed choices.

• Disclosure and any posting requirements should recognize the unique nature and variation of the business and the ability of providers to comply.

• The regulations should recognize emerging technology such as mobile, internet and cards.

• The benefits of regulation should outweigh the costs, including any loss of customer convenience.
Money Transfer Send
OperID: 705
11/01/2010 903A EDT
Amount: $ 300.00
Charge: $ 11.99
Total: $ 311.99

Sender: PLEASE CANCEL TEST TRANSACTION
Receiver: PLEASE CANCEL TEST TRANSACTION
Available In: HONDURAS

IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE. IF THE EXCHANGE RATE FOR YOUR TRANSACTION WAS DETERMINED AT THE TIME YOU SENT THE MONEY, THE CURRENCY TO BE PAID OUT AND THE EXCHANGE RATE ARE LISTED ON YOUR RECEIPT. OTHERWISE, THE EXCHANGE RATE WILL BE SET WHEN THE RECEIVER RECEIVES THE FUNDS.

CERTAIN TERMS AND CONDITIONS GOVERNING THIS TRANSACTION AND THE SERVICES YOU HAVE SELECTED ARE SET FORTH ON THE REVERSE SIDE. BY SIGNING THIS RECEIPT, YOU ARE AGREEING TO THOSE TERMS AND CONDITIONS.

IN ADDICION A LOS CARGOS POR EL SERVICIO DE TRANSFERENCIA, WESTERN UNION TAMBIEN GANA DINERO CUANDO CAMBIA SUS DOLARES A MONEDA EXTRANJERA. POR FAVOR LEA EL REVERSO PARA MAS INFORMACION SOBRE EL CAMBIO DE MONEDA. SI EL TIPO DE CAMBIO PARA SU TRANSCACION FUERON INDIICADO EN EL MOMENTO EN EL QUE ENVIO EL DINERO, LA MONEDA EN LA QUE SE HARANEL PAGO Y EL TIPO DE CAMBIO SE INDICARAN EN EL REVERSO. DE LO CONTRARIO, EL TIPO DE CAMBIO SE FUGAR CUANDO EL DESTINATARIO RECIBA LOS FONDOS.

ALGUNOS TERMINOS Y CONDICIONES QUE RIECEN ESTA TRANSACCION Y LOS SERVICIOS QUE USTED HA ELEGIDO SE ESTABLECEN EN LAS AL REVERSO. AL FIRMAR ESTE RECOB, USTED DECLARA QUE ESTA DE ACERDADO CON ESTOS TERMINOS Y CONDICIONES.
You, the customer, agree to Western Union’s terms and conditions for using services. Each service may have specific provisions, subject to these terms and conditions. Certain services may be provided electronically and may require an account with a biller or Prepaid Services provider, or may be provided directly by Western Union. Services are not available in all countries or to all persons.

Additional information regarding Services may be generally means any Agent location in the destination country You identify. The Receiver will normally receive funds sent by You in cash, check, or a combination thereof. Unless otherwise stated, the Receiver shall be entitled to opt in or opt out of additional fees. In some destinations the Receiver may be required to provide identification, a test question answer or both to receive the funds. Additional fees may be charged, for example, in the event of a dispute or to cover additional administrative costs. Transactions may be returned due to a valid written request.

PAYMENT OF AMOUNT CONTROLLED IN OPPORTUNITY REIMBURSEMENT CHARGE. The service fee, as picked up or canceled by You within one year of the transaction, is not refundable. Transactions may be returned due to a valid written request. If You want a refund, you must request it in writing within 72 hours of initiating a transaction. Western Union will be kept by the English Agreement version controls. You and Receiver represent and agree that you have received the entire and exclusive understanding of the terms of this Agreement. You have the right to assign this Agreement to any party, at any time. Western Union and its Agents may refuse to provide Services to any person.

WESTERN UNION MONEY TRANSFER SERVICES are provided Subject to THESE TERMS AND CONDITIONS. Services may be provided electronically and may require an account with a biller or Prepaid Services provider, or may be provided directly by Western Union. Services are not available in all countries or to all persons. Each service may have specific provisions.

뢰mony transfer services, generally means any Agent location in the destination country You identify. The Receiver will normally receive funds sent by You in cash, check, or a combination thereof. Unless otherwise stated, the Receiver shall be entitled to opt in or opt out of additional fees. In some destinations the Receiver may be required to provide identification, a test question answer or both to receive the funds. Additional fees may be charged, for example, in the event of a dispute or to cover additional administrative costs. Transactions may be returned due to a valid written request. If You want a refund, you must request it in writing within 72 hours of initiating a transaction. Western Union will be kept by the English Agreement version controls. You and Receiver represent and agree that you have received the entire and exclusive understanding of the terms of this Agreement. You have the right to assign this Agreement to any party, at any time. Western Union and its Agents may refuse to provide Services to any person.
HELP PREVENT CONSUMER FRAUD!

• Are you sending money to claim lottery or prize winnings, or on a promise of receiving a large amount of money?
• Are you sending money because you were "guaranteed" a credit card or loan?
• Are you responding to an Internet or phone offer that you aren't sure is honest?
• Are you sending money to someone you don't know or whose identity you can't verify?

If so, ask the sales clerk to stop your transfer immediately, or call Western Union at 1-800-448-1492. If your money has not been picked up yet, it will be returned to you.

move money
for any reason, any occasion

www.westernunion.com

ATM/debit cards accepted at participating Agent locations
IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE ATTACHED PAGES FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE. IF THE EXCHANGE RATE FOR YOUR TRANSACTION WAS DETERMINED AT THE TIME YOU SENT THE MONEY/ CURRENCY TO BE PAID OUT AND THE EXCHANGE RATE ARE LISTED ON YOUR RECEIPT. OTHERWISE, THE EXCHANGE RATE WILL BE SET WHEN THE RECEIVER RECEIVES THE FUNDS.

When sending $1,000 or more, you must provide identification and additional information. Limits: Mobile Money ($1,500 per day, $5,000 per month) and to Mexico (maximum send of $7,500)

Home Delivery: The Western Union® MoneyWise™ Prepaid Visa Card (“Card”) and Gold Card Prepaid MasterCard are not gift cards. Card is available for sends from select locations and available for delivery to select addresses within the continental U.S. The Receiver’s use of the Card is subject to the terms and conditions of the Cardholder Agreement between the Receiver and the Issuer. Applicable ATM fees may prevent the entire principal balance from being accessed at an ATM in cash. Home Delivery maximum send amount per day is $500.00. The entire principal balance of the Card can be accessed where Visa debit cards are accepted with no transaction fees.

DISCLOSURE OF FEES APPLICABLE TO THE RECEIVERS USE OF THE CARD: Fees for ATM withdrawals, pay statements, activity and replacement cards apply and are deduced from the Card's principal balance.

<table>
<thead>
<tr>
<th>Type of Fee</th>
<th>Amount of Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATM Withdrawal Fee*</td>
<td>$1.00</td>
</tr>
<tr>
<td>Paper Statement Fee</td>
<td>$3.00</td>
</tr>
<tr>
<td>Card Inactivity Fee**</td>
<td>$2.50</td>
</tr>
<tr>
<td>Reissue Lost / Stolen Card Fee</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

Required: The administrator of the ATM may charge an ATM fee in addition to Western Union's ATM Withdrawal Fee.

** An Inactivity Fee of $2.50 per month will be deducted from the principal remaining on the Card commencing twelve months after the Card's last transaction.

Home Delivery Cutoff Time Delivery Schedule

<table>
<thead>
<tr>
<th>Time of Purchase</th>
<th>Card Delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Thursday before 9:30 p.m. (CT)</td>
<td>Delivered the following day</td>
</tr>
<tr>
<td>Friday before 9:30 p.m. (CT)</td>
<td>Delivered the following Monday</td>
</tr>
<tr>
<td>Saturday and Sunday</td>
<td>Delivered the following Tuesday</td>
</tr>
</tbody>
</table>

Deliveries may be delayed due to holidays or other Delivery restrictions. Funds availability subject to terms and conditions of Service, including Agent location hours and differences in time zones. The Western Union® MoneyWise™ Prepaid Visa Card is issued by MetLife Bank pursuant to a license from Visa U.S.A. Inc. MetLife Bank, Member FDIC.

For inquiries or comments in English, please write to: WESTERN UNION FINANCIAL SERVICES, INC. P.O. Box 4430, Bridgeton, Missouri 63044

For customer service, please call 1-800-325-6000.

CENTRAL AMERICA & THE CARIBBEAN: Please contact your local Western Union office.

WESTERN UNION PRIVACY POLICIES: Western Union may disclose your personal information to third parties as explained in Western Union's Privacy Statement; to obtain a copy, ask your Western Union Agent, visit www.westernunion.com, or call 1-800-622-6258. Information disclosed may include your financial background, your contact information, your identification, information about your transactions with us and other information relating to fiscal matters. Recipients may include financial institutions, retailers, our service providers, government agencies and direct marketers. You may direct us to limit certain disclosures of your information to some of these parties. Your choice to limit certain disclosures will apply until you tell us to change your choice or we delete your data from our systems. To limit disclosures of your information (opt out), call 1-800-622-6258.

For inquiries or comments in Spanish, please write to: WESTERN UNION FINANCIAL SERVICES, INC. P.O. Box 4430, Bridgeton, Missouri 63044

FOR SERVICIO DE ATENCION AL CLIENTE, LLAME AL 1-800-325-6000.
MONEY TRANSFER
Send
WESTERN UNION

1 Sender Information / Información del Remitente
Send Amount (Dollars)
Currency of Sender
Expected Payee Location / Lugar de Pago
City, State, Country / Ciudad, Estado, País

2 Choose a Service / Elige un Servicio
Money In Minutes / Dinero en Minutos
Next Day (where available) / Día Siguiente (según disponibilidad)
Home Delivery: Prepaid Card (USA only)
Tatjé Prepagado - Entrega a Domicilio (solo EUU)
To a Bank Account (where available)
A Cuenta Bancaria (donde está disponible)
A Mobile Phone (where available)
A Teléfono Celular (donde está disponible)

3 Receiver Information / Información del Beneficiario
Write the name of the Receiver exactly as it appears on their identification.
Receiver’s First Name
Last Name(s)
Business Name (if applicable)
Address (Apt/Ste #)
City, State, Zip
Phone and/or Email

4 Your Signature / Su firma
Number with Country Code
Giro Paisano / Giro Telegrafico
¿Con aviso a domicilio? / With notification?

Agent Use Only / Solo Para Uso del Agente
Money Transfer Control No.
Agent Signature
Date

*By completing, you authorize us to test you special offers/messages; you may review this authorization at any time. Standard message and data rates may apply. Reply STOP to stop. Reply HELP for help. *Si completa, usted nos autoriza a enviarle mensajes especiales y otras técnicas de marketing; usted puede revocar esta autorización en cualquier momento. Tarifas de mensajes de texto y datos pueden aplicarse. Para revisar nuestra autorización, consulte la ayuda HELP para obtener ayuda.

See Terms and Conditions regarding Expected Payout Location.
*Ver Terms and Conditions regarding Expected Payout Location.
<table>
<thead>
<tr>
<th><strong>Operator Number</strong></th>
<th><strong>Issuer State/Country</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>I.D. Type</strong></th>
<th><strong>I.D. Number</strong></th>
<th><strong>Issuing State/Country</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>2nd I.D. Type</strong></th>
<th><strong>2nd I.D. Number</strong></th>
<th><strong>Issuing Country</strong></th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Date of Birth</strong></th>
<th><strong>Occupation</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MONEY TRANSFER
Send Transferencia de Dinero - Enviar

1 Sender Information / Información del Remitente
Send Amount (Dollars) / Monto Envío (Dólares)
Expected Payout Location / Lugar de Pago
City, State, Country / Ciudad, Estado, País

2 Choose a Service / Elija un Servicio
- Money In Minutes / Dinero en Minutos
- Next Day (where available) / Adelantado (si disponible)
- Home Delivery: Prepaid Card (USA only) / Entrega a Domicilio: Tarjeta Prepagada: EEUU
- To a Bank Account / A Cuenta Bancaria
- To a Mobile Phone (where available) / A Teléfono Celluar (donde disponible)
- Giro Paisano
- Giro Telegrafico

3 Receiver Information / Información del Beneficiario
Write the name of the Receiver exactly as it appears on their identification.
Receiver's First Name / Nombre del Beneficiario
Last Name(s) / Apellido(s)
Address (Apt #) / Dirección (Apart.)
City / Ciudad
State / Estado
Zip / Código Postal
Phone and/or Email / Teléfono y/o Correo Electrónico

4 Your Signature / Tu Firmam

- By completing, you authorize us to send you special offers/messages: you may revoke this authorization at any time. Standard message and data rates may apply.
- Reply STOP to stop. Reply HELP for help.

5 Agent Signature / Firma del Agente

6 Money Transfer Control No.

Customer Copy / Copia del Cliente
Page 3 / Página 3

AGENT USE ONLY / Sólo Para Uso del Agente

- All amounts in U.S. Dollars ($

- Exchange Rate / Tasa de Cambio

- Amount to Be Paid / Importe a Pagar

- Total Collected / Total Recibido

- Total Miscellaneous / Total de Otros Cargo

- Total Collected / Total Recibido

- Total Miscellaneous / Total de Otros Cargo

- Date / Fecha
Western Union Money Transfer Services ("Services") are subject to terms and conditions ("Agreement") and applicable law. Additional information regarding the Services may be obtained at www.westernunion.com, or by calling your Western Union Agent ("Agent"). Services availability depends on certain transaction conditions including the Service selected (including the special terms applicable to such Service, as forth below), amount sent, destination country, currency availability, regulatory issues, identification requirements and location hours (collectively, "Restrictions"). The designated recipient ("Receiver") may generally receive funds sent by a Western Union consumer ("You") at Agent locations in the U.S., or at the home delivery Service of MetaBank, Member FDIC ("Issuer") and is delivered by a third-party overnight delivery service provider ("Deliverer"). Upon receipt of the Card, the Receiver will be required to provide certain information to the Issuer to activate the Card. The use of the Card is subject to the terms and conditions of the Cardholder Agreement set forth by MetaBank. The Card will be delivered to the Receiver pursuant to the delivery schedule set forth above.

WARRANTY OF CLASS ACTION CLAIMS: All legal actions or claims arising from or relating to this transaction of the Services ("Claim") shall be brought in the state in which individual capacity only, neither party shall pursue a Claim as a class representative, a class member or as a class representative of any kind. Within 72 hours after initiating a transaction, You may opt-out of this provision by calling 1-888-MAINTAIN or providing certain information, including the MTOK, Your name, the Receiver’s name and the amount of the transaction.

LIMITATIONS OF LIABILITY: In no event shall Western Union be liable for damages in either case caused by insolvent Receiver, or by asking your Western Union Agent to a bank, prepaid card, mWallet, or similar account. Under some circumstances, the Receiver may be able to elect a payout method that differs from the payout method you specify. You authorize Western Union to honor the Receiver’s election of payout method. Receivers who receive funds through a payout method other than cash may incur additional fees to access funds. Certain countries and/or jurisdictions may impose a tax, fee and/or tax on the Receiver’s receipt of, or access to, transferred funds. Transactions: (i) which exceed certain amounts, (ii) to certain destinations, (iii) that involve certain regulatory issues, or (iv) sent through delayed systems may take longer, be subject to dollar limits or be subject to additional restrictions. Transactions may be reported to applicable authorities. Messaging and notification services may be included for additional fees, in some instances the Receiver may be required to provide identification, a test question answer or both to receive funds.

ACCOUNT CANCELLATION: Transfers not picked up or cancelled by You within one year of the send date will be assessed a non-refundable administration charge of up to fifty cents per transaction. This will be deducted from the amount sent (or where such charge exceeds the maximum amount permitted by law, the maximum amount of the money transfer.

EVENTS OF LIQUIDATION: In the event that the Receiver is not available to receive the funds or You request a refund, Western Union may charge You a fee to refund the principal amount back to You. TRANSFER FEE and/or Western Union. PRINCIPAL REFUNDS may not be available in certain countries payment may be in U.S. dollars or other alternate currency at participating locations. In addition to the Transfer Fees applicable to this transaction, a currency exchange rate will be applied. United States currency is converted to foreign currency at an exchange rate set by Western Union. Any difference through the rate given to You and the rate received by Western Union will be kept by Western Union (and its Agents in some cases) in addition to the Transfer Fee. Please ask the bank for information concerning the currency exchange rate applicable to your transaction. The Transfer Fees and the money Western Union (or its Agents) makes when it changes your dollars into foreign currency may vary based upon the currency rates that you select. Some Western Union Agents may offer receivers the choice to receive funds in a currency different from the one you selected in certain cases, the Receiver may make additional money when it changes yours into the currency selected by the Receiver. If you choose a currency different from the national currency of the country to which you are sending money, the currency exchange rate may not be available at all Western Union Agents located in that country, or may not be available in small enough denominations to pay all of your money transfer. In such cases, the paying Agent may pay all or part of your transfer in the national currency.

CURRENCY EXCHANGE, INTERNATIONAL SERVICES (Except to Mexico): Payments will generally be in local currency except that in certain countries payment may be in U.S. dollars or other alternate currency at participating locations. In addition to the Transfer Fees applicable to this transaction, a currency exchange rate will be applied. United States currency is converted to foreign currency at an exchange rate set by Western Union. Any difference through the rate given to You and the rate received by Western Union will be kept by Western Union (and its Agents in some cases) in addition to the Transfer Fee. Please ask the bank for information concerning the currency exchange rate applicable to your transaction. The Transfer Fees and the money Western Union (or its Agents) makes when it changes your dollars into foreign currency may vary based upon the currency rates that you select. Some Western Union Agents may offer receivers the choice to receive funds in a currency different from the one you selected in certain cases, the Receiver may make additional money when it changes yours into the currency selected by the Receiver. If you choose a currency different from the national currency of the country to which you are sending money, the currency exchange rate may not be available at all Western Union Agents located in that country, or may not be available in small enough denominations to pay all of your money transfer. In such cases, the paying Agent may pay all or part of your transfer in the national currency.

RIGHT TO REFUND: You, the customer, are entitled to a refund of the money to be transmitted as the result of a transaction made at an Agent location in the U.S., and forward the money received from you within 10 days of the date of the receipt, or no later than the point of time in which committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt, or no later than the point of time in which otherwise instructed by you. If your instructions as to when the monies 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 personally deliver your written request to the agent representative of Western Union at P.O. Box 4450, Bridgeton, Missouri 63044. If you do not receive your refund, you may be eligible to receive your money back plus a penalty of up to $1,000 and other fees, pursuant to Section 1610.5 of the California Financial Code ("CFI").
Certain transaction conditions including, issuer fees and restrictions and Deliverer fee and restrictions (also, "Restrictions"). The Card is not reloadable unless Deliverer provides additional identification information to Issuer ("Reload Process"). If you are sending additional funds to the Card, the Deliverer must take additional steps to complete the Reload Process. Receiver may not be able to activate or complete the Reload Process as determined by the Issuer. In the event Receiver is not able to activate or complete the Reload Process, as determined by Issuer in its sole discretion, Receiver may be subject to additional restrictions. Receiver, in the event of a Card reload, will be subject to the conditions of the Cardholder Agreement between the Receiver and Issuer.

**Relationship Between Western Union, Issuer and Deliverer:** For the Home Delivery Service, Western Union transfers your funds to the person who makes the account for the funds associated with the Card account. Once Western Union has transferred the funds to Issuer, Western Union is not responsible to you or the Receiver for any acts or omissions by the Issuer or Deliverer. If the Card is not delivered to Receiver or if the amount credited to the Card is less than the principal amount to be paid to the Receiver, you should contact Receiver at 1-888-215-6772 or write to 905 Island Drive, Suite 150, Redwood Shores, CA 94065.

**Special Terms for the Mobile Money Service**

The Mobile Money Service allows you to send a money transfer to your mobile phone account or mWallet account of a designated recipient ("Receiver"). The Receiver must be enrolled in a mobile phone account or mWallet account program in order to receive a money transfer. In limited circumstances the Receiver who is not enrolled may pick up a money transfer at a Western Union Agent location and may be subject to additional requirements. Your money transfer will be considered complete when Western Union pays it to the Receiver's mobile phone account provider, who will either credit it to the Receiver's mobile phone account, or hold it for an extended period of time. The mobile phone service provider is responsible for creating the mobile phone number for you. In the event that the mobile phone number and name of the Receiver are not consistent with the mobile phone number provided by you, Western Union may either credit to the receiver's mobile phone account the amount that may be transferred to or held in the account at one time. Western Union is not responsible if your money transfer causes the receiver to exceed any mobile phone account limit. The mobile phone account may also charge a fee to transfer cash out of the mobile account.

**Relationship Between Western Union and Mobile Phone Service and mWallet Account Provider**

Western Union only has agreements with certain mobile phone service and mWallet account providers. Western Union accepts no responsibility for any acts or omissions by the mobile phone service or mWallet account provider, including the inability to credit or charge your account. If your account is locked or you are experiencing issues, contact the mobile phone service provider at the number listed on your account statement. In the event that you are unable to make a money transfer, the mobile phone service provider's mobile phone account program in order to receive a money transfer. In limited circumstances the Receiver who is not enrolled may pick up a money transfer at a Western Union Agent location and may be subject to additional requirements. Your money transfer will be considered complete when Western Union pays it to the Receiver's mobile phone account provider, who will either credit it to the Receiver's mobile phone account, or hold it for an extended period of time. The mobile phone service provider is responsible for creating the mobile phone number for you. In the event that the mobile phone number and name of the Receiver are not consistent with the mobile phone number provided by you, Western Union may either credit to the receiver's mobile phone account the amount that may be transferred to or held in the account at one time. Western Union is not responsible if your money transfer causes the receiver to exceed any mobile phone account limit. The mobile phone account may also charge a fee to transfer cash out of the mobile account.

**PRINCIPAL REFUNDS and cancellation of the money transaction**

If the funds have not been credited to the Receiver's mobile phone account within 2 banking days after the money is sent, the Receiver may request a refund of your transaction fees. If you do not receive your money transfer within 2 banking days after the money is sent, you should contact your mobile phone service provider. If you did not receive your money transfer within 2 banking days of the transaction date, you should contact the mobile phone service provider. If you did not receive your money transfer within 2 banking days of the transaction date, you should contact the mobile phone service provider. If you did not receive your money transfer within 2 banking days of the transaction date, you should contact the mobile phone service provider.
$100
+$8.95 TRANSFER FEE*

WORLDWIDE MONEY TRANSFER

SEND CASH FAST TO ANYONE IN TWO SIMPLE STEPS.
1 BUY AT CHECKOUT. 2 CALL OR GO ONLINE TO SEND.

*In addition to the transfer fee, Western Union also makes money when it changes your dollars into foreign currency. Please call 1-877-35goCASH with additional questions. Service fee of $0.50/mo. after 12 mos. from the later of purchase or send date, fees and rates subject to change. No Value Until Activated at Register.

Note: In addition to the transfer fee, Western Union also makes money when it changes your dollars into foreign currency. Please call 1-877-35goCASH with additional questions. Service fee of $0.50/mo. after 12 mos. from the later of purchase or send date, fees and rates subject to change.
Western Union
Send cash fast
goCASH

If you do not go online or call to complete your money transfer within 12 months of purchase, or if the recipient does not pick up the funds within 12 months after you go online to complete your transfer, we will begin to assess a non-refundable charge of $0.50/mo, except where prohibited by law. This charge will be deducted from the send amount, and will not exceed the lesser of $42 or the maximum fee allowed by law.

To Complete Your Money Transfer:
• Go online to westernunion.com/goCASH or call 1-877-35goCASH (1-877-354-6227).
• Provide the Transfer Code below plus the name, city, state and country of your recipient.

Your goCASH Transfer Code:

To write down the 10-digit Money Transfer Control Number (MTCN) provided by the representative.

Money Transfer Control Number

Provide MTCN to your recipient so they can pick up their cash at one of more than 350,000 Western Union® Agent locations worldwide.
• The MTCN will be active 15 minutes after completion of transacti
SEND CASH FAST ON THE GO.

The Western Union® goCASH™ service is a quick, convenient way to move money within the U.S. or to over 200 countries and territories.

1. Pay send amount plus transfer fee at checkout, then open package for transfer code and instructions**

2. Go online to westernunion.com/goCASH or call to send cash to anyone in the world.

**Detailed instructions inside

Refund of Principal and Transfer fee may be requested through Western Union Customer Service and will be returned to you in the form of a money transfer through a participating Western Union® Agent location. Western Union is not responsible if this package is lost or stolen after purchase. Transfers exceeding certain dollar amounts or that implicate certain regulatory issues may be restricted by Western Union. Each transaction is for the value on the front of this package and may not be combined with any other offers. Transfer may be subject to a fee. Each transaction is governed by terms and conditions of service which will be provided with the money transfer receipt and are also available by contacting Western Union or westernunion.com/goCASH

Customer Service: 1-877-777-goCASH (56227) or westernunion.com/goCASH

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