



STATE OF KANSAS OFFICE OF THE STATE BANK COMMISSIONER

RENEWAL APPLICATION TO ENGAGE IN MONEY TRANSMITTER'S BUSINESS Pursuant to K.S.A. 9-508 et seq.

A remittance of \$100 plus \$10 for each agent thereof to the State Bank Commissioner is required, pursuant to Kansas Administrative Regulation 17-22-1. It should be understood that any additional cost of on-site examinations or investigations in connection with this application will be the responsibility of the applicant.

PART ONE

1. Company's name: _____

2. Name and address of principal contact person:
Name: _____
Street address: _____
City, state and zip code: _____
Telephone number: _____ Fax number: _____

3. Company's principal business office:
Street address: _____
City, state and zip code: _____
Telephone number: _____ Fax number: _____

4. Company is a(n): (Check appropriate classification)

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Association	<input type="checkbox"/> Joint Stock Association
<input type="checkbox"/> Corporation	<input type="checkbox"/> Other (explain): _____

5. Type of money transmission activity conducted (mark all that apply):

<input type="checkbox"/> Checks	<input type="checkbox"/> Travelers Checks
<input type="checkbox"/> Drafts	<input type="checkbox"/> Wire Transfers
<input type="checkbox"/> Money Orders	<input type="checkbox"/> Other (explain): _____
<input type="checkbox"/> Stored Value	

6. Submit in an electronic format the complete name and address of each location in the state from which the company, or its authorized delegates, conducts money transmission sales.

PART THREE

1. If not previously submitted, provide:
 - a. An audited (prepared by an independent CPA) financial statements of the applicant, including balance sheet, statement of income and statement of stockholder's equity, for the preceding fiscal or calendar year.
 - b. The most recent unaudited interim financial statements of the applicant, dated no more than 90 days from the date of this application.
2. Provide the following:
 - (a) The total dollar amount of the company's outstanding instruments and transmission in this state, as of the date of the most recent audited financial statement and as of the date of the interim financial statement, filed in accordance with item 1 above.
 - (b) The total dollar amount of the company's outstanding instruments and transmissions in the U.S.A., as of the date of the most recent audited financial statement and as of the date of the interim financial statement, filed in accordance with item 1 above.
 - (c) A list of the company's permissible investments, and the book or market value of such investments as of the date of the most recent audited financial statement and as of the date of the unaudited interim financial statement.
 - (d) The number and dollar amount of payment instruments sold/issued and/or money transmissions conducted by the licensee as of the date of the most recent unaudited interim financial statement.

Within the State of Kansas	Total within USA
Number _____	_____
Amount _____	_____

3. Provide evidence that cash or securities have been deposited with the State Treasurer, or a bank in Kansas approved by the Commissioner, in an amount not less than \$200,000. Upon the basis of the impaired financial condition of the licensee, the Commissioner may increase the amount of cash or securities required up to a maximum of \$500,000.

In lieu of a cash or securities deposit, the applicant may give a surety bond in an amount equal to that required for the deposit of cash or securities, in a form satisfactory to the Commissioner and issued by a company authorized to do business in this state. Such bond shall be payable to the Kansas Office of the State Bank Commissioner and be filed with the Commissioner. See Kansas Surety Bond Form A for your use.

If a surety bond is used, the following should be included with evidence of bonding:

1. Proof of payment or invoice
2. The original bond document
3. Certificate of power of attorney dated on or before the effective date of the bond
4. Identification of all signatures (names of signatures should also be printed)

The surety on the bond shall have the right to cancel such bond upon giving 30 days notice to the Commissioner and thereafter shall be relieved of liability for any breach of condition occurring after the effective date of cancellation.

The Commissioner, or any aggrieved party, may enforce claims against such deposit of cash or securities, or surety bond.

PART FOUR

1. K.S.A. 9-508 requires all money transmitter companies to be authorized to do business in the State of Kansas. Contact should be made with the Corporations Division of the Kansas Secretary of State (785-296-0718) to ensure that filing requirements, including an annual report, of the Kansas Secretary of State are current.
2. Pursuant to the Kansas Unclaimed Property Act, K.S.A. 58-3934 et seq., have any payment instruments been delivered to the Kansas State Treasurer's office since the previous renewal? If so, provide the total dollar amount of such instruments.

STATE OF _____)
) ss:
COUNTY OF _____)

I certify under penalty of perjury under the laws of the State of Kansas that this application and attached documents are true and correct to the best of my knowledge and belief.

[Date]

[Signature]

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

[Stamp]

My Commission Expires: _____

Questions concerning this application may be addressed to:

Robin Wilson
Money Transmitter Director
Office of the State Bank Commissioner
Jayhawk Tower, Suite 300
700 SW Jackson Street
Topeka, Kansas 66603-3796

State of Kansas
OFFICE OF THE STATE BANK COMMISSIONER
700 SW Jackson St., Suite 300
Topeka, Kansas 66603
785-296-2266 Fax: 785-296-6168

SURETY BOND
MONEY TRANSMITTER
(Kansas Money Transmitter Act, K.S.A. 9-508 et seq.)

Bond Number _____ Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS, that we,

_____,
(applicant/licensee name)
of the City of _____, County of _____, State of _____
as principal and obligor, and _____, as

Surety are held and firmly bound unto the State of Kansas, Office of the State Bank Commissioner (hereinafter "OSBC") in the penal sum of \$_____ for payment of which, well and truly to be made, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Such bond shall be for the use of the OSBC for protection and benefit of purchasers of money transmission services, purchasers or holders of payment instruments furnished by the Principal, and for the protection of those for whom such Principal has agreed to act as agent in the transmission of monetary value and to secure the faithful performance of the obligations of the principal in respect to the receipt, handling, transmission and payment of monetary value.

WHEREAS, Principal is applying to become or is a licensed money transmitter pursuant to the Kansas Money Transmitter Act, K.S.A. 9-508 et seq., and seeks to meet the requirements of the OSBC during the term of the subject license by tender of the within bond,

NOW, THEREFORE, the condition of the foregoing obligation is such that:

1. If the Principal and agents will faithfully conform to and abide by applicable state and federal law, including the Kansas Money Transmitter Act and amendments thereto, as well as any rule or regulation lawfully adopted thereunder, and shall pay any and all amounts which become due or owed thereunder, then this obligation is null and void, but otherwise to remain in full force and effect,
2. Surety agrees to promptly (within sixty [60] days) remit payment as instructed by the OSBC upon receiving notice that any of the following has not been paid by the Principal: any lawful expenses incurred, or fees levied, by the OSBC; any expenses, fines, fees, or refunds pursuant to a settlement agreement with the OSBC; any expenses, fines and fees that become lawfully due pursuant to a final judgment or order; or any losses or damages which are determined by the OSBC to have been incurred by any consumer as a result of the Principal's, or its agent's, failure to faithfully comply with the provisions of Kansas law, including the Kansas Money Transmitter Act,

PROVIDED, that the Surety's aggregate liability for any and all claims which may arise under this bond shall in no event exceed the amount of this bond, regardless of the number of claims or claimants, and

FURTHER PROVIDED that this Bond shall remain effective continuously subject to the termination or reduction in liability as provided in this paragraph. The Surety shall have the right to terminate or reduce its liability hereunder only by giving the Principal and the OSBC written notice of such termination by written notification via certified mail to the State of Kansas Office of the State Bank Commissioner at least thirty (30) days prior to the effective date of such termination; provided, however, that the Principal and Surety shall be and remain liable for a period of two (2) years from the date of termination for any action or inaction of Principal, occurring during the

effective period of the bond, that gives rise to a claim under this bond, unless released in writing, in whole or in part, from such liability by the Commissioner.

FURTHER PROVIDED that after giving notice of termination or reduction of liability, the surety may reinstate or increase its liability by the execution and filing of a new bond or by mailing written notice to the OSBC indicating that the Surety desires to continue as surety for the licensee and that its prior notice of termination or reduction of liability is withdrawn and rescinded.

FURTHER PROVIDED that, if this bond is not previously terminated as set forth above, the liability of the Surety shall expire two (2) years after the date of the surrender, revocation, or expiration of the subject license, whichever shall first occur.

THIS BOND shall be effective on and after _____, or, if left blank, the day of execution by Surety shall be the effective date of the bond. The bond shall be effective, if accepted by the OSBC, without further notice.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this ___ day of _____, 20__.

LICENSEE:

(Licensee's Name)

(Signature)

(Print Signature Name)

(Title) (Date)

[CORPORATE SEAL]
(If Any)

Surety Must Attach Power of Attorney

(Surety)

(Signature)

(Print Signature Name)

(Telephone Number) (Date)

Name, address, and telephone number of the Surety representative to contact in the event a claim must be filed:

