

## SCHEDULE B

### SAMPLE RELEAE AND AFFIDAVIT

#### RELEASE AND AFFIDAVIT

In accordance with that certain Master Services Agreement entered into by and between MoneyGram Payment Systems, Inc. ("**Customer**") and [ ] ("**Supplier**") on [ ] (the "**Agreement**") (capitalized terms used herein but undefined shall have the meaning assigned to them in the Agreement), Supplier, for sufficient consideration, hereby accepted and acknowledged, agrees as follows:

1. Subject to the Agreement, Customer and Supplier entered into a statement of work on [ ] ("**SOW**"), related to Goods and/or Services described in the Agreement.
2. Supplier has provided certain Goods and/or Services to Customer in connection with the SOW.
3. Per the terms of the SOW, \$[ ] ("**Amount Due**") is now due in connection with the Goods and/or Services provided under the SOW to date, and such amount is unpaid.
4. Supplier has provided a written invoice to Customer listing with adequate detail the (i) SOW, (ii) Goods and/or Services provided to Customer under the SOW, and (iii) the Amount Due.
5. As of the date the Amount Due is sent by Customer to Supplier ("**Payment Date**"), the Supplier, on its behalf and on behalf of its successors, assigns, and respective past or present, Affiliates, subsidiaries, subcontractors, partners, members, shareholders, trustees, fiduciaries, directors, officers, managers, employees, agents, attorneys, advisors and representatives ("**Associated Parties**") generally, irrevocably, unconditionally and completely waives, releases and forever discharges Customer, its successors, assigns, and respective past or present, Affiliates, subsidiaries, partners, members, shareholders, trustees, fiduciaries, directors, officers, managers, employees, agents, attorneys, advisors and representatives (collectively, the "**Released Parties**"), from and against any and all past, present and future claims, controversies, disputes, rights, causes of action, suits, demands, damages, costs, expenses, liabilities and obligations of any nature whatsoever, whether currently known or unknown, suspected or unsuspected, disclosed or undisclosed, absolute or contingent, at law or in equity, that Supplier or any Associated Party of such Supplier now has, has ever had or may have in the future against any of the Released Parties arising out of or relating, directly or indirectly, to Goods and/or Services or the Amount Due, including but not limited to liens, offsets, restrictions, encumbrances, or rights of repossession or replevin related to the Goods and/or Services, or claims of ownership or title to the Goods and/or Services (each, a "**Released Claim**", and collectively, the "**Released Claims**")
6. Supplier and each Associated Party covenants and agrees not to, directly or indirectly, institute or make, or join, assist, aid or act in concert in any manner whatsoever with any other person or entity in the instituting or making of any claim or demand or in the instituting or bringing of any proceeding or action in any manner whatsoever against any of the Released Parties with respect to the matters waived, released or discharged pursuant to Section 5.
7. Supplier and each Associated Party represents and warrants to each Released Party that such Supplier or Associated Party has not assigned, transferred, conveyed or otherwise disposed of

any Released Claim, or any direct or indirect interest in any Released Claim, in whole or in part, including assignment, transfer, conveyance or disposition by subrogation or operation of law.

8. Without in any way limiting any of the rights or remedies otherwise available to Customer, the Supplier shall indemnify and hold harmless each Released Party against and from any losses suffered or incurred at any time by such Released Party, or to which such Released Party otherwise becomes subject at any time, and that arises directly or indirectly out of or by virtue of, or relates to, (a) any failure on the part of the Supplier and/or the Associated Party(ies) to observe, perform or abide by, or any other breach of, any restriction, covenant, obligation, representation, warranty or other provision contained herein or (b) the assertion of any of the Released Claims by the Supplier or any of the Associated Parties.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Supplier has caused this Release to be executed and delivered to Customer on [\_\_\_\_\_].

**SUPPLIER:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

**AFFIDAVIT**

STATE OF [\_\_\_\_\_]

§

§

§

§

§

COUNTY OF [\_\_\_\_\_]

§

I, [\_\_\_\_\_], an authorized representative of the Supplier, being (i) duly sworn under oath, (ii) of sound mind, and (iii) over the age of 18 years old, state that (a) I have the requisite authority to sign the Release, (b) I am the person whose identification I have presented to the notary, and (c) I understand the binding effect of my execution of the Release upon the Supplier.

\_\_\_\_\_  
Printed Name:

Subscribed and sworn to before me on [\_\_\_\_\_], by [\_\_\_\_\_], a person known to me or having presented sufficient identification to confirm their identity.

\_\_\_\_\_  
NOTARY PUBLIC

[STAMP]

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_