

SCHEDULE H

SUBVENDORS/SUBCONTRACTORS

These subcontractor terms and conditions (“**Terms**”) constitute an agreement between MoneyGram Payment Systems, Inc. (“**Customer**”) and you (“**you**” or “**Supplier**”) related to your provision of Goods and/or Services to Customer. All terms capitalized herein but undefined shall have the definitions assigned them in the master services agreement (“**MSA**”) executed by and between Customer and the Supplier.

1. **Sub-vendors/Subcontractors.** Supplier’s use of third parties to conduct all or part of the Services or the provision of Goods under a SOW (“**Subcontractors**”) will be governed by the following provisions:
 - 1.1. Supplier may subcontract the performance under the SOW, or part thereof, to a Subcontractor only (i) with the prior written consent of Customer; and (ii) if Supplier has provided the necessary information to Customer as set out in this **Section 1.**
 - 1.2. Supplier undertakes to inform Customer of all new planned subcontracting activities and material changes to existing Subcontractors and/or contracts with Subcontractors (“**Subcontract**”) under an applicable SOW. Supplier shall send a written notice informing Customer of plans to enter into a Subcontract or plans to make a material change to an existing Subcontract. The notice shall be given at least thirty (30) calendar days before the proposed effective date of the new Subcontract or of the proposed material change.
 - 1.3. The notice must include at least a detailed description of the Subcontractor, the nature of the subcontracted activities, the duration of the proposed subcontracting arrangement and the proposed place of performance of the Services or any other information that Customer may request.
 - 1.4. Customer shall inform Supplier within thirty (30) calendar days of receipt of the notice of whether or not it agrees to the proposed Subcontract, or to the proposed material change. Customer may refuse the proposal, in its sole discretion given a reasonable basis, in which case Supplier shall replace the Subcontractor as soon as possible at no additional cost to Customer or elect not to subcontract; provided, however, the inability of Supplier to find a suitable Subcontractor will not limit Supplier’s obligation to perform under the Contract Documents.
 - 1.5. Each Subcontractor of any of the Services must be a qualified, reputable provider of the applicable Goods and/or Services. Supplier shall remain responsible for any obligations, services and functions performed by Subcontractors, to the same extent as if such obligations, services and functions were performed by Supplier and, for purposes of these Terms, such work will be deemed work performed by Supplier. Supplier shall be Customer’s sole point of contact regarding any portion of the SOW performed by a Subcontractor.
 - 1.6. Supplier shall not disclose any Confidential Information to a Subcontractor unless and until such Subcontractor needs to have access to such information in order to perform its obligations relating to these Terms.
 - 1.7. Supplier shall not subcontract any portion of the performance under a SOW to any entity or person on any government watch list, shall take all appropriate actions, including background checks, to determine the eligibility of prospective Subcontractors consistent with this provision.

- 1.8. Customer may require Supplier to terminate a Subcontract where the acts or omissions of the relevant Subcontractor would have given rise to breach of the terms of the Contract Documents if such action or inaction was taken by the Supplier.
2. **Flow-Down Provisions.** All provisions of the Contract Documents applicable to the Supplier and its Representatives shall be applicable to any Subcontractors ("**Flow-Down Provisions**"). The Supplier and the Subcontractor shall be jointly and severally liable to Customer for any breach of the Flow-Down Provisions, including but not limited to all indemnification obligations under the Flow-Down Provisions.
3. **Additional Obligations.** In connection with any Subcontract, the Supplier further agrees as follows:
 - 3.1. If a Subcontract exceeds \$5,000 in anticipated or projected value, the Supplier and Subcontractor shall
 - 3.1.1. Enter into a written Subcontract specifically related to any Goods and/or Services to be provided under an SOW.
 - 3.2. If a Subcontract exceeds \$15,000 in anticipated or projected value, the Supplier and Subcontractor shall
 - 3.2.1. undertake all obligations under Section 3.1;
 - 3.2.2. provide the Subcontract with the Subcontractor to the Customer prior to the commencement of the Subcontract; and
 - 3.2.3. provide a list of the current insurance policies maintained by the Subcontractor to the Customer.
 - 3.3. If a Subcontract exceeds \$25,000 in anticipated or projected value, the Supplier and Subcontractor shall
 - 3.3.1. undertake all obligations under Section 3.2;
 - 3.3.2. deliver to Customer an executed acknowledgement and agreement substantially similar to Exhibit 1;
 - 3.3.3. if the applicable SOW requires the execution of an agreement related to Schedule A of the MSA, deliver to the Customer an executed agreement substantially similar to the agreement required under such Schedule A; and
 - 3.3.4. deliver to Customer evidence sufficient to Customer that Customer is listed as an additional insured under the insurance policies of the Supplier and the Subcontractor.
 - 3.4. Notwithstanding anything contained herein or in the Flow-Down Provisions, Supplier shall comply with the terms of Section 3.3 in the event the Goods and/or Services require access to (i) information technology systems or infrastructure, (ii) personnel information and records, (iii) financial services conducted by the Customer, or (iv) third party property not owned or controlled by the Customer.

EXHIBIT 1

ACKNOWLEDGEMENT AND AGREEMENT BY SUBCONTRACTOR

Reference is made to that certain Master Services Agreement ("**MSA**") by and between MoneyGram Payment Systems, Inc. ("**Customer**") and Supplier ("**Supplier**") related to certain Goods and/or Services to be provided by the Supplier to the Customer. The undersigned is a Subcontractor (as such term is defined in Schedule H to the MSA) of the Supplier and is entering into this acknowledgement and agreement (the "**Acknowledgement and Agreement**") as a condition precedent to a Subcontract with the Supplier. All terms capitalized herein but undefined shall have the definitions assigned them in the MSA.

In connection with a Subcontract (as such term is defined in Schedule H to the MSA) entered into between Supplier and the undersigned, and to induce Supplier into the Subcontract along with other consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the undersigned agrees as follows:

1. Contract Documents.

- 1.1. The undersigned acknowledges that it has received, in full, the Contract Documents, including but not limited to the MSA, GTCs, and any applicable SOW, along with any Schedules and Exhibits related thereto.
- 1.2. The undersigned acknowledges that it has (i) received, in full, the Contract Documents, with adequate time to review the Contract Documents and seek independent legal review of its obligations, duties, and restrictions under the Contract Documents, and (ii) sought and received independent legal review of its obligations, duties, and restrictions under the Contract Documents.
- 1.3. The undersigned agrees to be bound by the terms and conditions of the Contract Documents as if it were the Supplier thereunder.
- 1.4. The undersigned agrees to be liable to Customer for any breach of the Contract Documents as if it were the Supplier thereunder.
- 1.5. The undersigned agrees that the Customer is a third-party beneficiary under the Subcontract.
- 1.6. The undersigned agrees to execute such agreements as reasonably requested by the Supplier for the benefit of the Customer, provided that Supplier has executed such substantially similar agreements for the benefit of the Customer, as required under the Contract Documents.

2. Additional Provisions. Without limiting the applicability or generality of the foregoing, the undersigned shall

- 2.1. name the Customer as an additional insured on all insurance policies required under the Contract Documents, and provide written evidence of the same to the Supplier;
- 2.2. if operating in a state that allows employers to opt-out or not subscribe to workers compensation insurance, opt-in or subscribe to workers compensation insurance with coverage levels the would be required if the Subcontractor was operating in the State of Minnesota;

- 2.3. execute an agreement substantially similar to Exhibit 1 to the applicable Schedule A under the SOW, and deliver such agreement to the Supplier;
- 2.4. allow for any audits of the undersigned's books and records under the same terms applicable to the Supplier under the Contract Documents;
- 2.5. maintain a current list of all personnel of the undersigned who have received Confidential Information, and upon written request of the Customer and/or Supplier, provide such list to the Customer and/or the Supplier.