



**A to Z 4U**  
**SUB-AGENT SUPERVISION AGREEMENT**  
 For, United Kingdom of Great Britain and Northern Ireland (“Territory”)

This agreement is made between:

_____ (“Sub-Agent”) a sole trader / partnership / company (delete as appropriate)	A to Z 4U Ltd. 140 Ealing Road, Wembley, Middlesex, HA0 4PY
Contact details for serving notices	Contact details for serving notices
Attention:	Attention: General Counsel
Address (complete street address):	Address: 140 Ealing Road, Wembley, Middlesex, HA0 4PY
Facsimile Number:	Facsimile Number:
Telephone Number:	Telephone Number: +44 202 8903 6007

**1. Definitions**

Definitions in the Sub-Agent Supervision Agreement, unless otherwise specified, shall have the same meaning as in the A to Z 4U International representation agreement made between One World Remit (the “Master Agent”) and A to Z 4U Ltd. (the “Agent Agreement”) Sub-Agent is a party to an agreement with the Master Agent where by the Sub-Agent offers the Western Union branded Money Transfer Services in the Territory (the “Sub-Agent Agreement”). Unless otherwise defined herein, all capitalized terms used in this Agreement have the meanings set out for them in the Agent Agreement.

**2. Recitals**

- 2.1 New legislation in the European Union will, from 1 November 2009, establish a single market for payment services offered in the EU and EEA. The Payment Services Directive (2007/64/EC “PSD”) will create a system for authorizing companies to provide payment service across the EU and EEA (“Payment Institutions”).  
A to Z 4U has authorization from the competent authority in England (“FSA”) to operate as a Payment Institution in the EU and EEA.
- 2.2 The PSD permits Payment Institutions to offer payment service in the Territory through agents. The PSD and other laws give the UK Financial Regulator the ability to permit or to refuse to permit companies from becoming Payment Institutions or from acting as agents. The PSD provides that agents of a Payment institution authorized by a competent authority in one Member State of the EU do not need to be separately authorized to provide payment services
- 2.3 Consequently the A to Z 4U – branded money transfer business in the EU and EEA will be subject to the PAD as interpreted and applied by the UK Financial Regulator.
- 2.4 Under the terms of the Agent Agreement, the Master Agent was appointed to provide the Money Transfer Service in the Territory either directly itself and/or using sub-agents.
- 2.5 For the sole purpose of complying with the regulatory framework created by the PSD and any regulatory measure adopted in connection thereto, A to Z 4U and Sub-Agent now wish to enter into this Sub-Agent Supervision Agreement for purpose of establishing the requisite links between A to Z 4U and the Sub-Agent under Article 17 of the PAD in connections with the provision of the A to Z 4U – branded Money Transfer Service which are subject to monitoring and inspection rights of A to Z 4U, its auditors and the UK Financial Regulator as stated below.

**3. Condition Precedent**

The Sub-Agent acknowledges that this Agreement will be conditional upon A to Z 4U receiving authorization to act as Payment Institution in the EU and EEA and Master Agent and the Sub-Agent being approved by the UK Financial Regulator to act as an agent of A to Z 4U in the Territory.

**4. Instructions Monitoring and Inspection, International Inspections**

- 4.1 A to Z 4U shall exercise control, oversight and inspection of the A to Z 4U – Branded Money Transfer Business provided by Sub-Agent in accordance with the PSD and any other applicable law as well as the Sub-Agent Agreement.
- 4.2 The sub-Agent shall comply with the instructions of A to Z 4U, pertaining to the services as have been subcontracted to the sub-Agent Agreement and the in order to ensure compliance with all legal and administrative regulatory provisions in the Territory. The instruction rights are necessary to ensure proper execution of the obligations that the Sub-Agent shall perform on behalf of A to Z 4U to the Sub-Agent Agreement.
- 4.3 Performance of the sub-Agents obligations under the Sub-Agent Agreement and the compliance with applicable law and with A to Z 4U policies intended to detect and prevent money laundering and other improper money transfer is subject to monitoring and inspection by A to Z 4U and the UK Financial Regulator or any representative thereof in order to perform its monitoring function. A to Z 4U, its auditors and the UK Financial Regulator or any representative thereof many at any time obtain from the Sub-Agent all reasonable information and assistance

necessary for this purpose. Including guaranteed admittance and access rights (especially to system and data banks. To the extent necessary (to review, copy and audit the Sub-Agent's books and records of the Money Transfer Service. Likewise, and for the same purpose. A to Z 4U, its auditors and the UK Financial Regulator or any representative thereof may access the Sub-Agent's location(s) where the service is provided, at any time.

- 4.4 Reviews and audits performed by A to Z 4Uod its representatives shall be at A to Z 4U's cost. However, if the review or audit funds that the Sub-Agent has failed to comply with the obligations. Undertaken the Sub-Agent Agreement. Or any other applicable law or regulation. Then the Sub-Agent has failed to comply with the obligations undertaken under the Sub-Agent to A to Z 4U.
- 4.5 For the benefit of A to Z 4U, its auditors and the UK Financial Regulator or any representative thereof, the Sub-Agent will waive any duty of confidentiality of its employees performing internal auditing or statutorily mandated external auditors as regards reviews and audits of the Sub-Agent performance of its obligations under the Sub-Agent Agreement.
- 4.6 All examination rights will remain in their entirety for a period of at least two years from the date of the termination of the Sub-Agent Agreement, which period begin upon the expiration of the Fiscal Year in which the Sub-Agent Agreement is terminated. All relevant documents must likewise be preserved for the same period of time.
- 4.7 The Sub-Agent will perform ongoing internal inspections to verify its compliance with its obligations under the Sub-Agent Agreement, in particular including the identification and correction of deficiencies in the performance of its obligation under the Sub-Agent Agreement. As requested by A to Z 4U, the Sub-Agent will provide A to Z 4U with its internal inspection reports concerning the Money Transfer Service.

**5. Assignment**

- 5.1 The Sub-Agent cannot transfer or assign this Agreement, in whole or in part, without A to Z 4U's prior written consent, nor can this Agreement be assigned by operation of law.
- 5.2 A to Z 4U will have the right to assign or transfer this agreement and to assign, transfer or delegate its rights and duties under this Agreement in whole or in part, at any time to any person, without the Sub-Agent's consent.
- 5.3 Except as stated in the next sentence, this Agreement will bind any permitted successors and assigns and will incur to the benefit of the parties and their permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor-in-possession, or other person who takes custody of the Sub-Agent's assets or business, will have any right to continue or to assume or to assign this agreement.

**6. Governing law**

This Agreement and any dispute, controversy or claim arising out of or related to this Agreement, will be governed by and construed in accordance with the laws of the United Kingdom (without regard to any laws concerning choice of law or conflict of laws which might result in the application of the law of another jurisdiction and subject to the mandatory provisions of the laws of the Territory). To the extent allowed by the laws of the Territory, the courts in London, UK, are to have jurisdiction to settle any disputes or claims that may arise out of or in connection with this Agreement and to enforce the provisions of this Agreement.

**7. No partnership**

This Agreement does not constitute a partnership or joint venture between the Parties. No employee, partner or joint venture of either Party in an employee, partner or joint venture of the other Party for any purpose whatsoever, the parties acknowledge that this Agreement has been drafted with the intention of acknowledging certain instruction, monitoring ad inspection rights of A to Z 4U, its auditors and the competent regulatory authority in order to fully comply with the regulatory framework created by the PSD.

**8. Only the English version is effective**

If this Agreement is translated into another language the translation is made only for convenience, only the signed English-language version of this Agreement is valid and binding on the Parties.

**Signature**

Each Party has caused this agreement to be executed by its duly authorized representative.

**A to Z 4U**

**Sub-Agent**

Name \_\_\_\_\_

Name \_\_\_\_\_

(Please Print or Type)

(Please Print or Type)

Title \_\_\_\_\_

Title \_\_\_\_\_

Signing Date: \_\_\_\_\_

Signing Date: \_\_\_\_\_

