

**AMENDMENT TO AGREEMENT BETWEEN THE ATTORNEY GENERAL OF THE  
STATE OF CALIFORNIA AND WESTERN UNION FINANCIAL SERVICES, INC.**

The Attorney General of the State of California ("California Attorney General") and Western Union Financial Services, Inc. ("Western Union") hereby agree to amend the Agreement Between the Attorney General of the State of California and Western Union Financial Services, Inc., dated February 11, 2010 ("Agreement"). This amendment agreement ("Amendment") supplements the terms of the Agreement, as specified below.

**Recitals**

1. By agreement dated January 31, 2014, Western Union and the State of Arizona ("Arizona") amended the Settlement Agreement of February 11, 2010, between Western Union and Arizona ("Arizona Amendment"). The Arizona Amendment was approved by the Superior Court of the State of Arizona in and for the County of Maricopa by order dated January 31, 2014 ("Amendment Order"). Copies of the Arizona Amendment and the Amendment Order have been provided to California and are attached hereto.
2. The parties have agreed to the additional obligations imposed by this Amendment and acknowledge that the obligations described in the Amendment comprise good and valuable consideration for the other party's promises.

**Amendments**


3. The California Attorney General hereby agrees to maintain "participating state" status, as that term is defined in the Western Union and Arizona Settlement Agreement and the Arizona Amendment (Paragraph 17.1.6).
4. Notwithstanding Paragraph 17.1.6 of the Arizona Amendment, Western Union shall not provide transaction data sent to or from locations within the Southwest Border Data Area to the California Attorney General unless specifically requested in writing or otherwise compelled by appropriate legal process. This provision shall not be construed to limit the State of Arizona's or Southwest Border Anti-Money Laundering Alliance's authority or obligation to share any transaction data obtained under the Arizona Amendment with the California Attorney General.
5. Financial transaction data that the California Attorney General may receive will be subject to privacy, confidentiality, and information security obligations set forth in the Amendment Order and the Western Union and Arizona Settlement Agreement and the Arizona Amendment.
6. The California Attorney General further agrees that it will provide to any third-party law enforcement, regulatory, or prosecutive agency that is a recipient of data under this Agreement copies of the Arizona Amendment and Amendment Order, and shall require any such recipient agency to give written assurances that it will be bound by restrictions on the use of this data as set forth in Paragraphs 2 and 3 of the Amendment Order and in

Paragraph 5 of the Agreement.

7. Western Union, at Western Union's expense, shall upon written request by the California Attorney General promptly provide to the California Attorney General information, records, and data relating to Suspicious Activity Reports (FinCEN Form 109) filed by Western Union related to transactions sent to or from authorized Western Union delegate/agent locations within the State of California.
8. Upon the declaration of the California Attorney General of a willful and material breach of the Agreement or Amendment, Western Union agrees that any violations of California money laundering and related laws that were not time-barred by the applicable criminal or civil statutes of limitations as of the date of the Amendment may, in the sole reasonable discretion of the California Attorney General, be charged against Western Union criminally and/or civilly within six months of the California Attorney General's declaration of any willful and material breach, notwithstanding the expiration of any applicable statute of limitations.
9. The Amendment shall become effective on the date signed by both parties, and the Agreement and Amendment shall continue for a term of five years from that date. At the expiration of this term, the Agreement and Amendment may be terminated by either party with thirty days' written notice to the other party.
10. In all other respects, Western Union and the California Attorney General reaffirm and extend their Agreement.

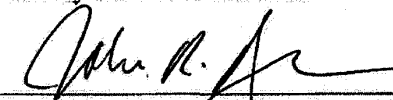
Date:

14 April 2014

  
Nathan R. Barankin, Chief Deputy Attorney General  
For Kamala D. Harris  
Attorney General of California

Date:

14 April 2014

  
John R. Dye, General Counsel  
For Western Union Financial Services, Inc.