Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

# SETTLEMENT AGREEMENT AND CONSENT ORDER
# COINME INC.

The States, listed in "Appendix A" attached to this Settlement Agreement and Consent Order (hereinafter referred to as the "Order"), individually, a "Participating State," and collectively, the "Participating States," and Coinme Inc. (including with any successors in interest, collectively, "Coinme"), have each agreed to enter into this Order.

**WHEREAS**, the state money transmission regulators of the Participating States (hereinafter referred to individually as a "State Money Transmission Regulator," and collectively as the "State Money Transmission Regulators") are respective members of the Conference of State Bank Supervisors ("CSBS") and/or the Money Transmitter Regulators Association ("MTRA") and intend to address enforcement concerns with Coinme in a collective and coordinated manner, working through the MSB Supervisory Engagement Taskforce ("MSET"). The State Money Transmission Regulators and Coinme are collectively referred to herein as the ("Parties").

**WHEREAS**, each State Money Transmission Regulator is the primary regulator responsible for regulating and overseeing the business of money transmission, including virtual currency ("VC") (also known as cryptocurrency) business activity. To that end, each State Money Transmission Regulator enforces the laws and regulations applicable to money transmission in each respective state.

**WHEREAS**, Coinme is a Virginia corporation with its principal executive office in Seattle, Washington, and assigned Nationwide Multistate Licensing System and Registry ("NMLS") identifier number 1185542. Coinme is licensed as a money transmitter under the respective laws of each Participating State. Among other business lines, Coinme engages in virtual currency business activity through kiosks[1] across the United States.

**WHEREAS**, in June 2025, the State Money Transmission Regulators commenced a multi-state examination (the "Multi-State Examination") of Coinme pursuant to each State Money Transmission Regulator's respective statutory authority and in accordance with the Protocol for Performing Multi-State Examinations as well as the Nationwide Cooperative Agreement for MSB Supervision (collectively, the "CSBS/MTRA Protocol and Agreement").

**WHEREAS**, the Multi-State Examination covered Coinme's activity for the period of March 31, 2023, through March 31, 2025 (the "Examination Period"), and was conducted by the State Money Transmission Regulators of Alaska, Colorado, Florida, Georgia, Kentucky, New Hampshire, North Carolina, Ohio, and South Dakota. The Report of Examination ("ROE") issued in connection with the Multi-State Examination identified serious deficiencies with respect to Coinme's compliance with applicable laws and regulations during the Examination Period, including, but not limited to, Coinme's Bank Secrecy Act/Anti-Money Laundering ("BSA/AML") program. Specifically, the ROE identified that during the Examination Period Coinme did not maintain an effective BSA/AML program that sufficiently mitigated the BSA/AML risks posed by Coinme's virtual currency kiosk business, including specific

[1] Also known as "crypto kiosks," "VC kiosks," and "BTMs."

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

deficiencies with respect to Coinme's transaction monitoring controls, know-your-customer ("KYC") policies, suspicious activity reporting ("SAR") policies, enhanced due diligence policies ("EDD"), and recordkeeping. These deficiencies, along with insufficient responses to violations and deficiencies alleged in past examinations, perpetuated a high-risk environment for its kiosk business that left it vulnerable to exploitation by criminal actors.

**WHEREAS,** both during the Examination Period and afterwards, Coinme has made material enhancements to its BSA/AML program to address deficiencies identified in the ROE.

**WHEREAS**, each State Money Transmission Regulator has the legal authority to conduct investigations, to bring enforcement proceedings, including administrative actions based on conduct set forth in any report of examination, impose monetary penalties, and to revoke the license of entities who have violated their respective laws and regulations.

**WHEREAS**, Polygon Labs Holdings (Cayman) Ltd. and its wholly-owned subsidiaries, Zap Merger Sub I, Inc. and Zap Merger Sub II, Inc., to be renamed Polygon Orchestrator, Inc. (collectively, "Polygon Labs Holdings"), intend on, directly or indirectly, acquiring an interest in Coinme through the acquisition and merger with Coinme's parent company, Coinme Holdings Inc.

**WHEREAS**, Polygon Labs Holdings, in coordination with Coinme, filed an advance change notice or the equivalent notice (collectively, for purposes of this Order, "ACN") in each of the Participating States to give notice and request approval, where required, of the acquisition of Coinme Holdings Inc. by Polygon Labs Holdings.

**WHEREAS**, the intention of the State Money Transmission Regulators is to resolve the violations identified in the Report of Examination through this Order, to close the Report of Examination with no further investigation or action, and to approve the ACN. The State Money Transmission Regulators reserve all of their rights, duties, and authority to enforce all statutes, rules, and regulations under their respective jurisdictions against Coinme regarding any licensable activities outside the scope of this Order. Additionally, a State Money Transmission Regulator may consider this Order and the facts set forth herein in connection with, and in deciding upon, any examination, action, or proceeding under the jurisdiction of that State Money Transmission Regulator, if the basis of such examination, action, or proceeding is not a direct result of the specific activity alleged in the Report of Examination. This Order may, if relevant to such examination, action, or proceeding, be admitted into evidence in any matter before a State Money Transmission Regulator.

**WHEREAS**, Coinme enters into this Order solely for the purpose of resolving disputes with the State Money Transmission Regulators, including the conduct alleged in the Report of Examination. In entering into this Order, Coinme neither admits nor denies any wrongdoing, allegations or implications of fact, and neither admits nor denies any violations of applicable laws, regulations, or rules governing the conduct and operation of its money transmission business. Coinme acknowledges that the State Money Transmission Regulators have and maintain jurisdiction over the underlying matters, including all matters referred to in these recitals, and therefore have the authority to fully resolve the matter.

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

**WHEREAS**, Coinme hereby knowingly, willingly, voluntarily, and irrevocably consents to the entry of this Order, which is being entered pursuant to the authority vested in each State Money Transmission Regulator and agrees that it understands all of the terms and conditions contained herein. Coinme acknowledges that it has full knowledge of its rights to notice and a hearing pursuant to the laws of the respective Participating States. By voluntarily entering into this Order, Coinme waives any right to notice and a hearing, review of such hearing, and waives all rights to any other judicial appeal concerning the terms, conditions, and related obligations set forth in this Order. However, this waiver shall not be interpreted to waive any subsequent rights available to Coinme, including, but not limited to, any right to hearing and subsequent appeal, in relation to any disagreement which may arise amongst the Parties around compliance with or alleged violations involving this Order, and any term, condition, or related obligation therein. Coinme further acknowledges that it has had an opportunity to consult with independent legal counsel in connection with its waiver of rights and with the negotiation and execution of this Order.

**NOW, THEREFORE**, this Order, having been negotiated by the Parties in order to resolve the issues and findings alleged herein and without incurring the costs, inconvenience, and delays associated with protracted administrative and judicial proceedings, it is by the State Money Transmission Regulators, as coordinated through the CSBS/MTRA Protocol and Agreement, hereby **ORDERED**:

## I. JURISDICTION

The State Money Transmission Regulators have jurisdiction over the subject matter of this Order and the authority to enforce the terms of this Order.

## II. AGREEMENT GOVERNANCE

**A. Executive Committee**. An Executive Committee comprised of representatives of the Participating States ("Executive Committee") shall serve as the point of contact for Coinme and the Independent Consultant (as hereinafter defined). The Executive Committee shall receive reports and communications from Coinme and the Independent Consultant. The initial member states of the Executive Committee are the State Money Transmission Regulators of Alaska, Arkansas, Georgia, Illinois, North Carolina, Ohio, and Washington. The Executive Committee may alter or substitute representation in its discretion.

**B. Compliance Management Committee**. Coinme shall appoint a committee to assist with the administration of this Order ("Compliance Management Committee"). The Compliance Management Committee shall be comprised of Coinme representatives with the appropriate knowledge, familiarity, and authority to monitor compliance with the provisions and obligations of this Order and shall have broad representation across the key divisions responsible for developing, managing, monitoring, and maintaining its AML Program. The Compliance Management Committee shall monitor and oversee Coinme's compliance with the provisions of this Order and liaise with the Executive

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

Committee. The Compliance Management Committee shall meet at least quarterly, until the issuance of the Validation Report (as hereinafter defined). The Compliance Management Committee shall maintain minutes of its meetings.

C. **Role of Board of Directors**. The Board of Directors of Coinme (the "Board") shall have ultimate responsibility for overseeing Coinme's compliance with this Order, including:

1. Authorizing whatever actions are necessary for Coinme to fully comply with the Order;
2. Requiring timely reporting by the Compliance Management Committee to the Board on the status of compliance with the obligations set forth in the Order;
3. Overseeing the activities of the Compliance Management Committee; and
4. Providing strategic direction related to compliance with the Order.

This Paragraph II.C shall not limit the ability of the Participating States to bring an action to enforce the terms of this Order.

## III. INDEPENDENT CONSULTANT

A. **Appointment.** Coinme shall engage the services of a qualified, independent, third-party consultant ("Independent Consultant") to inform, enhance, and evaluate, the comprehensiveness and adequacy of Coinme's BSA/AML program under the applicable laws, rules, and regulations of the Bank Secrecy Act, 12 U.S.C. § 1829b and 1951-1960, 31 U.S.C. § 5311-5314 and 5316-5336, any notes thereto, or any regulations implemented thereunder (collectively, the "Bank Secrecy Act"), insofar as each of the foregoing provisions are applicable to Coinme. Coinme shall engage an Independent Consultant within sixty (60) days of the Effective Date of this Order.

B. **Scope of Consulting.** In engaging an Independent Consultant, Coinme shall extend the Independent Consultant's scope of work to include, at a minimum, evaluation and monitoring of Coinme's BSA/AML program, and its enhancements thereto. The specific work to be performed by the Independent Consultant described herein will be established through discussion with the Executive Committee and the Independent Consultant.

C. **Notice and Right to Object.** Coinme shall send written notice to the Executive Committee immediately upon selecting an original or alternative Independent Consultant. The notice shall identify the original or alternative Independent Consultant, as well as the scope of work for the Independent Consultant's engagement. The Executive Committee may object to the original or alternative Independent Consultant or the Independent Consultant's scope of work within ten (10) days of notice of the selection from Coinme. In the event the Executive Committee timely objects to either the original or alternative Independent Consultant or the Independent Consultant's scope of work, Coinme shall, as appropriate, select an alternative Independent Consultant or modify the scope of work within thirty (30) days of the objection from the Executive Committee. The Independent Consultant shall serve for a period of two (2) years following the Effective Date of this

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

Order, extendable by the Executive Committee in its sole regulatory discretion but in consultation with the Compliance Management Committee.

**D. Assessment Report**. The Independent Consultant shall independently review Coinme's BSA/AML Program and provide a copy of the Independent Consultant's Assessment Report ("Assessment Report") to Coinme and the Executive Committee. The Assessment Report shall be due within six (6) months of Coinme's engagement of the Independent Consultant. The Assessment Report shall review and report on Coinme's BSA/AML program, including areas related to Coinme's transaction monitoring controls, KYC policies, SAR policies, EDD policies, and recordkeeping. Instances in which the BSA/AML program is deemed by the Independent Consultant to fail to meet the standards set out in the portions of the Bank Secrecy Act applicable to Coinme shall require corrective action as described in Paragraph III.D.

**E. Corrective Action.** If the Independent Consultant identifies in the Assessment Report that Coinme fails to meet the requirements or standards set forth in the Bank Secrecy Act Coinme shall develop a plan to address the identified concerns ("Corrective Action Plan"). The Corrective Action Plan must consider and appropriately incorporate the relative priority of each corrective measure as determined by the Independent Consultant and documented in the Assessment Report. The Corrective Action Plan must be formally approved by the Board, or a duly authorized committee thereof. The Compliance Management Committee must provide the Corrective Action Plan to the Executive Committee within ninety (90) days after the Assessment Report is issued. The Executive Committee may object to the Corrective Action Plan within ten (10) days of receiving the Corrective Action Plan from Coinme. If the Executive Committee timely objects to the Corrective Action Plan, Coinme shall work with the Independent Consultant to develop a revised Corrective Action Plan for submission to the Executive Committee. Coinme shall submit an updated Corrective Action Plan to the Executive Committee within thirty (30) days of receipt of the Executive Committee's objection. After the Executive Committee's objection period expires for the initial Corrective Action Plan, or after Coinme submits a revised Corrective Action Plan developed in consultation with the Independent Consultant which is approved by the Executive Committee, Coinme shall begin implementing the Corrective Action Plan. Coinme may update the Corrective Action Plan, or any updated Correction Action Plan, as needed, with such changes permitted based on a reasonable basis that may arise during the implementation of the Corrective Action Plan. Any such updates to a Corrective Action Plan shall be immediately provided to the Executive Committee and subject to its approval.

**F. Progress Reports.** The Independent Consultant shall develop and submit a written progress report to Coinme and the Executive Committee no later than ten (10) days after the end of each calendar quarter (a, "Progress Report"), beginning with the end of the first full calendar quarter after Coinme's engagement of the Independent Consultant. Within twenty (20) days after receipt of a Progress Report, the Executive Committee may furnish written questions to the Independent Consultant related to the content provided in that Progress Report, with a copy of those questions provided to Coinme. Coinme shall engage the Independent Consultant to develop and submit a written response to the

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

Executive Committee's questions, with a copy to Coinme, within fifteen (15) days of receipt of such questions. An Independent Consultant's Progress Report shall provide, at a minimum, the Independent Consultant's project management tracking document as well as any supporting information needed to understand the current status, at the time of the specific Progress Report, related to the Independent Consultant's role, responsibilities, and functions provided for in this Order.

G. **Validation Report.** Upon Coinme's determination that the Corrective Action Plan has been completed and upon notification to the Executive Committee, the Independent Consultant will conduct a validation assessment of all corrective measures in the Corrective Action Plan and shall document its findings in a validation report ("Validation Report"). The Validation Report shall be due to Coinme and the Executive Committee within thirty (30) days of Coinme's notification to the Executive Committee that it has completed the Corrective Action Plan. Within forty-five (45) days after receipt of a Validation Report, the Executive Committee may furnish written questions to the Independent Consultant related to the findings in that Validation Report, with a copy of those questions provided to Coinme. The Independent Consultant shall develop and submit to the Executive Committee a written response to those questions, with a copy to Coinme, within fifteen (15) days of receipt of such questions.

H. **Timeline for Corrective Action.** A Corrective Action Plan, inclusive of any applicable updated Corrective Action Plan, shall be completed within twelve (12) months. To the extent it is expected to take more than twelve (12) months to complete a Corrective Action Plan, then Coinme may request an extension of time to complete the Corrective Action Plan, which may be granted in the sole discretion of the Executive Committee ("Extended Corrective Action Plan"). The basis and need for an Extended Corrective Action Plan shall be reviewed and documented by the Independent Consultant. If the Independent Consultant determines that there is no basis or need for an Extended Corrective Action Plan, then the Corrective Action Plan shall take no more than twelve (12) months. Any documentation related to this provision shall be provided by the Independent Consultant to Coinme and the Executive Committee.

I. **Cooperation with Independent Consultant**. Coinme shall fully cooperate with the Independent Consultant and support its work by, at minimum, providing the Independent Consultant with access to any and all relevant personnel, third-party service providers, facilities, files, information, reports, and records. Nothing in the Paragraph III.I shall be construed as requiring Coinme to disclose information and records subject to attorney-client privilege and work-product protections.

J. **Contemporaneous Receipt of Reports**. Any report the Independent Consultant is engaged to produce in accordance with this Order must be provided to Coinme and the Executive Committee at the same time.

K. **Meetings**. The Compliance Management Committee shall meet with the Executive Committee quarterly, with the first regularly scheduled meeting to occur within thirty (30) days of the Compliance Management Committee's receipt of the Assessment Report.

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

At any time, the Executive Committee may request that the Compliance Management Committee schedule and hold a meeting with the Executive Committee, Independent Consultant, and Compliance Management Committee. Upon such a request, the Compliance Management Committee will schedule and hold such meeting at a mutually agreed upon time.

**L. Work Product**. The Executive Committee may request and shall be furnished any and all documents, information, records, reports, and work papers produced by the Independent Consultant as a direct result of the duties imposed upon the Independent Consultant as described in this Order.

**M. Replacement of Independent Consultant**. In the event that an Independent Consultant is no longer willing or able to continue to act as the Independent Consultant, the Compliance Management Committee shall notify the Executive Committee within ten (10) days of the need to replace the Independent Consultant. Coinme shall take all actions necessary to replace the Independent Consultant within thirty (30) days. Upon selection of an alternative Independent Consultant, Coinme shall notify the Executive Committee of its selection within ten (10) days. Coinme shall enter into an engagement with the alternative Independent Consultant within thirty (30) days of notification of Coinme's selection to the Executive Committee, subject to the Executive Committee's approval. An alternative Independent Consultant shall be a qualified, independent third-party, and shall have all the same rights, powers, duties, and obligations provided under this Order.

**N. Compliance Management System.** Within one hundred twenty (120) days of the Effective Date of this Order, Coinme shall provide the Executive Committee with a supplemental response to Coinme's December 2025 response to the ROE (the "Supplemental ROE Response"). The Supplemental ROE Response shall provide an update on Coinme's efforts to remediate any compliance deficiencies identified in the ROE that are not within the Independent Consultant's scope of work. The Supplemental ROE Response shall include at a minimum: (1) the date the action was completed; (2) a description of the action taken; and, (3) any supporting documents showing the implementation of the action to remediate the deficiencies or violations identified in the ROE. To the extent that any remediation efforts with respect to a particular deficiency are ongoing, Coinme's Supplemental ROE Response shall provide a plan and timeline for completing remediation. In addition, within six (6) months of the Effective Date of this Order, Coinme shall develop and implement a compliance program to mitigate the risk of reoccurrence of such similar deficiencies in the future ("Compliance Management System"). Such a Compliance Management System shall provide for the development and implementation of a risk-informed annual compliance plan, specifying the compliance training, testing, and monitoring to be completed in the upcoming year.

**O. Extension of Deadlines**. Coinme may request an extension of any deadline in this Section III based on reasonable grounds, and the Executive Committee may grant such extension for good cause.

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

## IV. VIRTUAL CURRENCY KIOSK OPERATIONS

**A. Definitions.** As used in this Order, the term:

1. "Transmit Money" means to receive, directly or indirectly and by any means, money or its equivalent from a person and to deliver, pay, or make accessible, by any means, method, manner, or device, whether or not a payment instrument is used, the money received or its equivalent to the same or another person, at the same or another time, and at the same or another place. "Transmit money" also includes the purchase, sale, transmission, or exchange of virtual currency, checks, or other payment instruments.
2. "Virtual Currency Kiosk Operations" means to Transmit Money through, or with the use of, Virtual Currency Kiosks. "Virtual Currency Kiosk Operations" includes, but is not limited to, depositing money into a Virtual Currency Kiosk as part of a transaction related to virtual currency, or receiving money from a Virtual Currency Kiosk as part of a transaction related to virtual currency, regardless of the ownership or control of the specific Virtual Currency Kiosk utilized during the transaction.
3. "Virtual Currency Kiosk" means an electronic terminal, kiosk, ATM, or other machine, acting as a mechanical agent, which enables an entity operating such a machine to Transmit Money.

**B. Coinme's Virtual Currency Kiosk Operations**. Coinme shall cease Virtual Currency Kiosk Operations in each Participating State by January 1, 2027. Coinme shall not restart Virtual Currency Kiosk Operations in a Participating State without written permission from that Participating State.

**C. Notice.** Coinme shall provide notice as follows:

1. Coinme shall update its business activities to not include Virtual Currency Kiosk Operations on NMLS within five (5) business days of ceasing Virtual Currency Kiosk Operations in a Participating State.
2. Coinme shall provide the Executive Committee notice on or before January 1, 2027, with the details of the cessation of Virtual Currency Kiosk Operations in all Participating States.

**D. Enforceability.** If Coinme continues its Virtual Currency Kiosk Operations in any Participating State after January 1, 2027, such operation will be a violation of this Order and any Participating State may take action to enforce these provisions. In addition, the Executive Committee may take action to enforce the provisions of Paragraph V.C.

## V. ADMINISTRATIVE COSTS, PENALTY AND REMEDIES

**A. Administrative Penalty**. Coinme shall pay an administrative penalty of Two Million Two Hundred Thousand U.S. Dollars ($2,200,000.00) (the "Administrative Penalty") to

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

be distributed among the Participating States in the amounts listed in "Appendix B" attached to this Order. Coinme shall pay the Administrative Penalty within ninety (90) days following the receipt of payment instructions from, and in accordance with those payment instructions, each Participating State receiving such a payment.

**B. Administrative Costs**. Coinme shall pay Administrative Costs of $300,000 to the Participating States listed in "Appendix C" attached to this Order which took part in the investigation or settlement to cover administrative costs associated with the investigation and investigation resolution process. Coinme shall pay the Administrative Costs within ninety (90) days following the receipt of payment instructions from, and in accordance with those payment instructions, each Participating State receiving such a payment.

**C. Additional Penalty**. If Coinme does not cease Virtual Currency Kiosk Operations in all Participating States before January 1, 2027, Coinme shall pay an additional penalty of Four Million U.S. Dollars ($4,000,000.00) (the "Additional Penalty") to be distributed among the Participating States in the amounts listed in "Appendix D" attached to this Order. Coinme shall provide written notice to the Executive Committee pursuant to Paragraph IV.C. Within ten (10) days of receipt of such notice, the Executive Committee shall provide written confirmation to Coinme that the obligation to pay the Additional Penalty has not become due. In the event that Coinme does not cease Virtual Currency Kiosk Operations in all Participating States before January 1, 2027, Coinme's obligation to pay the Additional Penalty shall be incurred as of January 1, 2027 and payment shall be due within twenty (20) days following the receipt of payment instructions from, and in accordance with those payment instructions, that Participating State.

**D. Failure to Submit Penalty or Costs**. In the event that Coinme fails to submit any Administrative Penalty, Administrative Costs, or, if applicable, any Additional Penalty, in the amounts specified herein and in accordance with the applicable deadlines, it will be in breach of this Order. If any transfer of any monetary amount required under this Order is voided by a Court Order, including a Bankruptcy Court Order, Coinme agrees not to object to a Participating State submitting a claim, nor attempt to defend or defeat such claim, for any unpaid amounts against any surety bond that Coinme may maintain in such Participating State as a condition of maintaining a license under the jurisdiction of that State Money Transmission Regulator.

**E. Alternatives**. A State Money Transmission Regulator may elect to have some or all of its allocation of the Administrative Penalty or, if incurred, the Additional Penalty be applied towards other alternatives authorized under its respective laws. Should a State Money Transmission Regulator elect to apply its allocation(s) in such an alternative manner, solely for the purpose of ensuring the effective administration of payments pursuant to the terms of this Order, that State Money Transmission Regulator shall notify the Executive Committee in writing of such election on or before the Effective Date of this Order. For each State Money Transmission Regulator which has made such an election, Coinme shall pay the elected amount to that State Money Transmission Regulator in accordance with the terms and conditions referenced in Appendix E.

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

## VI. ACN APPROVAL

**A. Advance Change Notice Approval**. As of the Effective Date of this Order, the State Money Transmission Regulators in Participating States where Coinme is licensed agree that the ACN filed by Coinme and Polygon Labs Holdings is approved, including any ACNs related to changes of Coinme's corporate directors and executive officers. Such approval will be reflected in the NMLS within five (5) business days of the Effective Date of the Order.

**B. Operational Managers.** Coinme acknowledges and agrees that any individuals ceasing to be managers, directors, qualifying individuals (as defined by the NMLS Policy Guidebook), responsible individuals (as described in some Participating States), or executive officers (collectively, "Operational Managers") from January 1, 2023 to thirty (30) days after the Effective Date of this Order, shall not in the future become Operational Managers of Coinme or otherwise exercise a controlling influence over the management and policies of Coinme's compliance or accounting functions without prior approval from each Participating State where Coinme is licensed as a money transmitter. Coinme agrees that a substantial consideration for approval of the ACN as described in Paragraph VI.A is its agreement to and compliance with this Paragraph VI.B.

**C. Notice of Managers.** Within forty-five (45) days of the Effective Date of this Order, Coinme shall provide the Executive Committee with a written list of individuals who ceased acting as an Operational Managers from January 1, 2023 until thirty (30) days after the Effective Date of this Order ("Operational Manager List"). The Operational Manager List shall include, at a minimum:

1. The name of the Operational Manager;
2. The date the Operational Manager ceased acting as an Operational Manager for Coinme; and
3. The last known contact information of the Operational Manager.

**D. Compliance with State Laws.** Within ninety (90) days of the Effective Date of this Order, Coinme shall provide the Executive Committee with proof that it meets the minimum licensing requirements that are material to compliance with state law in each Participating State. Coinme shall thereafter continuously meet the licensing requirements that are material to compliance with state law in each Participating State.

## VII. RELEASE

**A. General Release**. By their execution of this Order, the State Money Transmission Regulators release and forever discharge Coinme, its parent, subsidiaries, affiliates, and the predecessors, successors, and assigns of any of them, as well as the current and former directors, officers, and employees of any of the foregoing (collectively, the "Released Parties") from the following: any civil or administrative claim, of any kind

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

whatsoever, direct or indirect, that a State Money Transmission Regulator has or may have or assert, including, without limitation, claims for damages, fines, injunctive relief, remedies, sanctions, or penalties of any kind whatsoever based on, arising out of, or resulting from the Covered Conduct, as defined in Paragraph VII.B, and occurring between January 1, 2020 and the Effective Date of this Release.

**B. Covered Conduct**. For the purposes of this release, the term "Covered Conduct" means all actions arising out of or relating to alleged violations and/or deficient business practices described in (1) the ROE or (2) which are the subject of any pending or outstanding State Money Transmission Regulator notices, orders, or other enforcement or administrative actions related to Coinme.

**C. Effectiveness**. The release provided for in this Paragraph VII.C shall become effective immediately upon the later of:

1. The Effective Date of the Order; or
2. Upon receiving the full and complete payment of the Administrative Penalty and Administrative Costs as described under Paragraphs V.A and V.B above.

**D. Scope**. The release provided for in this Section VII does not release any claims against any entity other than the Released Parties. Additionally, the release provided for in this Section VII should not be interpreted to limit a State Money Transmission Regulator's authority as agreed to and explicitly provided for in this Order, nor for conduct that is outside the scope of this Order or occurring after the Effective Date of this Order.

**E. Resolution of Pending and Outstanding Administrative Actions**. As of the Effective Date, this Order shall supersede any pending or outstanding State Money Transmission Regulator notices, orders, and enforcement or administrative actions related to Coinme. Within ten (10) days after the Effective Date, each State Money Transmission Regulator shall take the necessary actions to resolve, release, dismiss, or otherwise set aside such pending or outstanding notices, orders, and enforcement or administrative actions.

## VIII. ENFORCEMENT

**A. General Enforcement Authority**. The terms of this Order shall be enforced in accordance with the provisions, terms and authorities provided in this Order and under the respective laws and regulations of each Participating State.

**B. No Restriction on Existing Examination and Investigative Authority**. This Order shall in no way preclude any State Money Transmission Regulator from exercising its examination or investigative authority authorized under the laws of the corresponding Participating State. The Parties agree that the failure of Coinme to comply with any term or condition of this Order, other than inadvertent and isolated errors that are promptly corrected by Coinme, shall treated as a violation of an Order in each Participating State and may be enforced as such. Moreover, Coinme acknowledges and agrees that this

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

Order is only binding on the State Money Transmission Regulators and not any other local, state or federal agency, department, or office.

C. **Notice**. Prior to initiating an action to enforce the terms and conditions of this Order, a Participating State shall provide written notice to the Executive Committee and Coinme of the basis for the potential action, a description of its allegations, and provide Coinme an opportunity to respond to the allegations.

D. **Sharing of Information and Cooperation**. The State Money Transmission Regulators may collectively or individually request and receive any information or documents in the possession of the Executive Committee or the MSET. This Order shall not limit Coinme's obligations, as a licensee of the State Money Transmission Regulators, to cooperate with any examination or investigation, including but not limited to, any obligation to timely provide requested information or documents to any State Money Transmission Regulator.

## IX. GENERAL PROVISIONS

A. **Effective Date**. This Order shall become effective on October 7, 2026. (the "Effective Date").

B. **Public Record**. This Order shall become public upon the Effective Date.

C. **Binding Nature**. The terms of this Order shall be legally binding upon Coinme and its successors and assigns. The provisions of this Order shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this Order shall have been modified, terminated, suspended, or set aside, in writing, by mutual agreement of the State Money Transmission Regulators collectively or severally and Coinme.

D. **Authority**. Coinme represents that the person signing below is authorized to execute this Order and to legally bind Coinme.

E. **Reliance**. Coinme acknowledges that the State Money Transmission Regulators are relying, in part, upon Coinme's representations and warranties stated herein in making their determinations in this matter. Coinme further acknowledges that the State Money Transmission Regulators may revoke this Order, in whole or in any part, and the State Money Transmission Regulators may pursue any and all remedies available under the law against Coinme, if the State Money Transmission Regulators later find that Coinme made material misrepresentations to or withheld material information from the State Money Transmission Regulators.

F. **Standing and Choice of Law**. Each State Money Transmission Regulator has standing to enforce this Order in the judicial or administrative process otherwise authorized under the laws and regulations of the corresponding Participating State. Upon execution, this Order shall be deemed a final order of each respective State Money Transmission

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

Regulator unless adoption of a subsequent order is necessary under the laws of the corresponding Participating State. In the event of any disagreement between any State Money Transmission Regulator and Coinme regarding the enforceability or interpretation of this Order and compliance therewith, the courts or administrative agency authorized under the laws of the corresponding Participating State shall have exclusive jurisdiction over the dispute, and the laws of the Participating State shall govern the interpretation, construction, and enforceability of this Order.

**G. Adoption of Subsequent Orders to Incorporate Terms**. A State Money Transmission Regulator, if deemed necessary under the laws and regulations of the corresponding Participating State, may issue a separate administrative order to adopt and incorporate the terms and conditions of this Order. A State Money Transmission Regulator may *sua sponte* issue such subsequent order without the review and approval of Coinme provided the subsequent order does not amend, alter, or otherwise change the terms of the Order; and in the event such subsequent order amends, alters, or otherwise changes the terms of the Order, the terms of the Order, as set forth herein, will control.

**H. Privilege**. This Order shall not constitute a waiver of any applicable attorney-client or work product privilege, confidentiality, or any other protection applicable to any negotiations relative to this Order. Further, any information or documentation furnished to the Executive Committee pursuant to the terms of this Agreement shall be considered as generated and/or obtained as part of the State Money Transmission Regulators' supervisory authority and thus deemed confidential supervisory information subject to all associated protections and privileges, including, but not limited to, those covered under the Secure and Fair Enforcement for Mortgage Licensing ("SAFE") Act, applicable state law, and the CSBS/MTRA Protocol and Agreement.

**I. Titles**. The titles and headings used to identify the paragraphs of this Order are for the convenience of reference only and do not control the interpretation of this Order.

**J. Final Order**. This Order is the final written expression and the complete and exclusive statement of all the Orders, conditions, promises, representations, and covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous Orders, negotiations, representations, understandings, and discussions between and among the Parties, their respective representatives, and any other person or entity, with respect to the subject matter covered herein. The Parties further acknowledge and agree that nothing contained in this Order shall operate to limit a State Money Transmission Regulator's ability to assist any other local, state or federal agency, department or office with any investigation or prosecution, whether administrative, civil or criminal, initiated by any such agency, department or office against Coinme or any other person based on any of the activities alleged in these matters or otherwise.

**K. Waiver**. The waiver of any provision of this Order shall not operate to waive any other provision set forth herein, and any waiver, amendment and/or change to the terms of this Order must be in writing signed by the Parties.

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

**L. Severability**. If any provision of this Order is held by any court of law to be void, voidable, invalid, or otherwise unenforceable, the remaining portions shall remain in full force and effect.

**M. No Private Right of Action Created**. This Order does not create any private rights or remedies against the Released Parties (or any of its affiliates or subsidiaries), create any liability for the Released Parties or limit defenses of Released Parties as to any person or entity not a party to this Order. An enforcement action under this Order may be brought solely by a State Money Transmission Regulator.

**N. Costs**. Except as otherwise agreed to in this Order, each party to this Order will bear its own costs and attorneys' fees associated with this Order.

**O. Notices**. Any notice to Coinme and/or the State Money Transmission Regulators required or contemplated by this Order shall be delivered, if not otherwise described herein:

1. To Coinme, by electric copy to the "Primary Company Contact" for Coinme listed in the NMLS, or similar contact system with copy to:

   Steven Merriman
   Partner
   Ashurst Perkins Coie US LLP
   1301 Second Ave, Suite 4200
   Seattle, WA 98101

2. To a State Money Transmission Regulator, by direct notification in writing.

**P. Counterparts**. This Order may be executed in separate counterparts, by facsimile, electronic signature, or by PDF. A copy of the signed Order will be given the same effect as the originally signed Order.

**Q. Compliance**. Nothing in this Order shall relieve Coinme of its obligation to comply with applicable State and Federal law.

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

APPENDIX A: PARTICIPATING STATES

APPENDIX B: ADMINISTRATIVE PENALTY PER STATE

APPENDIX C: ADMINISTRATIVE COSTS PER STATE

APPENDIX D: ADDITIONAL PENALTY PER STATE

APPENDIX E: ALTERNATIVE PAYMENTS

**Alabama Securities Commission**

Signed by:

By: [redacted]

Name: Amanda Senn

Title: Director

Date: 9/28/2026

**Alaska Division of Banking and Securities**

Signed by:

By: [redacted]

Name: Tracy Reno

Title: Director

Date: 9/28/2026

**Arizona Department of Insurance and Financial Institutions**

Signed by:

[redacted]

Name: Charles Bassett

Title: Director

Date: 9/28/2026

**Arkansas Securities Department**

Signed by:

By: [redacted]

Name: Susannah T. Marshall

Title: Commissioner

Date: 9/29/2026

**Colorado Division of Banking**

Signed by:

By: [redacted]

Name: Kara Hunter

Title: Commissioner

Date: 10/2/2026

**State of Connecticut, Department of Banking**

DocuSigned by:

By: [redacted]

Name: Jorge L. Perez

Title: Commissioner

Date: 9/28/2026

**District of Columbia Department of Insurance, Securities and Banking**

DocuSigned by:

By: [redacted]

Name: Karima M. Woods

Title: Commissioner

Date: 9/30/2026

**Delaware Office of the State Bank Commissioner**

Signed by:

By: [redacted]

Name: Lisa W. Collison

Title: Commissioner

Date: 9/30/2026

**Florida Office of Financial Regulation**

Signed by:
By: [redacted]
Name: Russell C. Weigel, III
Title: Commissioner
Date: 9/28/2026

**Iowa Division of Banking**

Signed by:
By: [redacted]
Name: Craig D. Christensen
Title: Finance Bureau Chief
Date: 9/28/2026

**Georgia Department of Banking and Finance**

Signed by:
By: [redacted]
Name: Oscar B. Fears III
Title: Commissioner
Date: 9/28/2026

**Kansas Office of the State Bank Commissioner**

Signed by:
By: [redacted]
Name: James M. Payne
Title: Deputy Commissioner
Date: 10/1/2026

**Idaho Department of Finance**

Signed by:
By: [redacted]
Name: Erin Van Engelen
Title: Consumer Finance Bureau Chief
Date: 9/28/2026

**Kentucky Department of Financial Institutions**

Signed by:
By: [redacted]
Name: Marni Rock Gibson
Title: Commissioner
Date: 10/2/2026

**Illinois Department of Financial and Professional Regulation**

Signed by:
By: [redacted]
Name: Francisco Menchaca
Title: Director-Div. of Financial Institutions
Date: 9/28/2026

**Nebraska Department of Banking and Finance**

DocuSigned by:

By: [redacted]

Name: Kelly Lammers

Title: Director

Date: 9/28/2026

**Maryland Office of Financial Regulation**

By: [redacted]

Name: Antonio P. Salazar, Esq.

Title: Commissioner

Date: 9/29/2026

**State of Nevada, Financial Institutions Division**

By: [redacted]

Name: Mary Young

Title: Deputy Commissioner

Date: 10/2/2026

**Minnesota Department of Commerce**

Signed by:

By: [redacted]

Name: Sara Payne

Title: Assistant Commissioner for Enforcement

Date: 9/28/2026

**New Mexico Financial Institutions Division**

DocuSigned by:

By: [redacted]

Name: Mark Sadowski

Title: Director

Date: 9/29/2026

**Mississippi Department of Banking and Consumer Finance**

DocuSigned by:

By: [redacted]

Name: Mrs. Rhoshunda G. Kelly, CEM

Title: Commissioner

Date: 9/30/2026

**North Carolina Office of the Commissioner of Banks**

By: [redacted]

Name: Katherine MR Bosken

Title: Commissioner of Banks

Date: 9/28/2026

**North Dakota Dept of Financial Institutions**

By: DocuSigned by: [redacted]
EFF1A3A88DCD4E0...
Name: Lise Kruse
Title: Commissioner
Date: 9/28/2026

**Ohio Division of Financial Institutions**

By: Signed by: [redacted]
Name: Ingrid E. White
Title: Interim Superintendent
Date: ingrid.white@com.ohio.gov

**Oklahoma State Banking Department**

By: Signed by: [redacted]
Name: Matthew Mowdy
Title: Legal Counsel
Date: 10/1/2026

**Oregon Department of Consumer and Business Services - Division of Financial Regulation**

By: [redacted]
Name: Dorothy Bean
Title: Chief of Enforcement
Date: 9/28/2026

**Pennsylvania Department of Banking and Securities**

By: Signed by: [redacted]
Name: Timothy Knopp
Title: Deputy Secretary
Date: 9/28/2026

**Puerto Rico, Office of the Commissioner of Financial Institutions**

By: Signed by: [redacted]
2035E551206F498...
Name: Monica Rodriguez Villa
Title: Commissionner
Date: 9/29/2026

**Rhode Island Department of Business Regulation/Division of Banking**

By: [redacted]
Name: Elizabeth Kelleher Dwyer
Title: Superintendent of Insurance
Date: 9/28/2026

**South Carolina - Office of the South Carolina Attorney General - Money Services Division**

By: Signed by: [redacted]
Name: Alan Wilson
Title: Attorney General
Date: 9/29/2026

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

**South Dakota Division of Banking**

By: [redacted]

Name: Bret Afdahl

Title: Director

Date: 9/29/2026

**Tennessee Department of Financial Institutions**

By: [redacted]

Name: Mr. Greg Gonzales

Title: Commissioner

Date: 10/1/2026

**Washington State Department of Financial Institutions**

By: [redacted]

Name: Charles E. Clark

Title: Director

Date: 9/29/2026

**West Virginia Division of Financial Institutions**

By: [redacted]

Name: Dawn E. Holstein

Title: Commissioner WVDFI

Date: 9/29/2026

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

Coinme Inc.

Signed by:
[redacted]

Neil Bergquist
President & CEO

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

## APPENDIX A: PARTICIPATING STATES

| | |
|---|---|
| 1. | Alabama |
| 2. | Alaska |
| 3. | Arizona |
| 4. | Arkansas |
| 5. | Colorado |
| 6. | Connecticut |
| 7. | Delaware |
| 8. | District of Columbia |
| 9. | Florida |
| 10. | Georgia |
| 11. | Idaho |
| 12. | Illinois |
| 13. | Iowa |
| 14. | Kansas |
| 15. | Kentucky |
| 16. | Maryland |
| 17. | Minnesota |
| 18. | Mississippi |
| 19. | Nebraska |
| 20. | New Mexico |
| 21. | Nevada |
| 22. | North Carolina |
| 23. | North Dakota |
| 24. | Ohio |
| 25. | Oklahoma |
| 26. | Oregon |
| 27. | Pennsylvania |
| 28. | Puerto Rico |
| 29. | Rhode Island |
| 30. | South Carolina |
| 31. | South Dakota |
| 32. | Tennessee |
| 33. | Washington |
| 34. | West Virginia |

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

## APPENDIX B: ADMINISTRATIVE PENALTY PER STATE

| | | |
|---|---|---|
| 1. | Alabama | $17,399.58 |
| 2. | Alaska | $37,557.63 |
| 3. | Arizona | $123,236.52 |
| 4. | Arkansas | $23,977.93 |
| 5. | Colorado | $116,168.44 |
| 6. | Connecticut | $26,732.11 |
| 7. | Delaware | $10,000.00 |
| 8. | District of Columbia | $10,000.00 |
| 9. | Florida | $225,165.31 |
| 10. | Georgia | $377,709.28 |
| 11. | Idaho | $10,000.00 |
| 12. | Illinois | $10,000.00 |
| 13. | Iowa | $10,000.00 |
| 14. | Kansas | $30,002.00 |
| 15. | Kentucky | $62,853.57 |
| 16. | Maryland | $64,997.91 |
| 17. | Minnesota | $37,087.33 |
| 18. | Mississippi | $14,370.09 |
| 19. | Nebraska | $24,531.26 |
| 20. | New Mexico | $10,000.00 |
| 21. | Nevada | $15,297.13 |
| 22. | North Carolina | $169,082.90 |
| 23. | North Dakota | $10,000.00 |
| 24. | Ohio | $129,554.08 |
| 25. | Oklahoma | $10,000.00 |
| 26. | Oregon | $101,425.34 |
| 27. | Pennsylvania | $10,000.00 |
| 28. | Puerto Rico | $10,000.00 |
| 29. | Rhode Island | $10,000.00 |
| 30. | South Carolina | $98,583.85 |
| 31. | South Dakota | $10,000.00 |
| 32. | Tennessee | $95,552.15 |
| 33. | Washington | $261,658.39 |
| 34. | West Virginia | $27,057.20 |

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

## APPENDIX C: ADMINISTRATIVE COSTS PER STATE

| | | |
|---|---|---|
| 1. | Alaska | $25,000.00 |
| 2. | Arkansas | $25,000.00 |
| 3. | Georgia | $25,000.00 |
| 4. | Illinois | $25,000.00 |
| 5. | North Carolina | $25,000.00 |
| 6. | Ohio | $100,000.00 |
| 7. | Washington | $75,000.00 |

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

## APPENDIX D: ADDITIONAL PENALTY PER STATE

| | | |
|---|---|---|
| 1. | Alabama | $117,647.06 |
| 2. | Alaska | $117,647.06 |
| 3. | Arizona | $117,647.06 |
| 4. | Arkansas | $117,647.06 |
| 5. | Colorado | $117,647.06 |
| 6. | Connecticut | $117,647.06 |
| 7. | Delaware | $117,647.06 |
| 8. | District of Columbia | $117,647.06 |
| 9. | Florida | $117,647.06 |
| 10. | Georgia | $117,647.06 |
| 11. | Idaho | $117,647.05 |
| 12. | Illinois | $117,647.06 |
| 13. | Iowa | $117,647.06 |
| 14. | Kansas | $117,647.06 |
| 15. | Kentucky | $117,647.06 |
| 16. | Maryland | $117,647.05 |
| 17. | Minnesota | $117,647.06 |
| 18. | Mississippi | $117,647.06 |
| 19. | Nebraska | $117,647.06 |
| 20. | New Mexico | $117,647.06 |
| 21. | Nevada | $117,647.05 |
| 22. | North Carolina | $117,647.06 |
| 23. | North Dakota | $117,647.06 |
| 24. | Ohio | $117,647.06 |
| 25. | Oklahoma | $117,647.06 |
| 26. | Oregon | $117,647.06 |
| 27. | Pennsylvania | $117,647.06 |
| 28. | Puerto Rico | $117,647.06 |
| 29. | Rhode Island | $117,647.06 |
| 30. | South Carolina | $117,647.06 |
| 31. | South Dakota | $117,647.06 |
| 32. | Tennessee | $117,647.05 |
| 33. | Washington | $117,647.06 |
| 34. | West Virginia | $117,647.06 |

Docusign Envelope ID: 7E6CC29E-2BBC-86D4-8366-1C4749165C3C

**APPENDIX E: ALTERNATIVE ALLOCATIONS PER STATE**

| | | |
|---|---|---|
| 1. | Alabama | |
| 2. | Alaska | |
| 3. | Arizona | |
| 4. | Arkansas | |
| 5. | Colorado | Paid to the Executive Director of the Colorado Department of Regulatory Agencies in accordance with CO Rev Stat § 24-34-108: $15,152.41<br>Paid to Colorado Department of Regulatory Agencies Division of Banking: $101,016.03 |
| 6. | Connecticut | |
| 7. | Delaware | |
| 8. | District of Columbia | |
| 9. | Florida | |
| 10. | Georgia | |
| 11. | Idaho | |
| 12. | Illinois | |
| 13. | Iowa | |
| 14. | Kansas | |
| 15. | Kentucky | |
| 16. | Maryland | |
| 17. | Minnesota | |
| 18. | Mississippi | |
| 19. | Nebraska | |
| 20. | New Mexico | |
| 21. | Nevada | |
| 22. | North Carolina | |
| 23. | North Dakota | |
| 24. | Ohio | |
| 25. | Oklahoma | |
| 26. | Oregon | |
| 27. | Pennsylvania | |
| 28. | Puerto Rico | |
| 29. | Rhode Island | |
| 30. | South Carolina | |
| 31. | South Dakota | |
| 32. | Tennessee | |
| 33. | Washington | The state of Washington Department of Financial Institutions elects to allocate $150,000 of the Administrative Penalty to financial literacy and education programs, as well as to costs and expenses of investigation and prosecution, rather than to an Administrative Penalty. |
| 34. | West Virginia | |