

SETTLEMENT AGREEMENT AND CONSENT ORDER

SIGUE CORPORATION

WHEREAS, Sigue Corporation (“Sigue”) is a Delaware corporation with headquarters in Sylmar, California and assigned NMLS identifier number of 915912.

WHEREAS, the States of Alabama, Alaska, Arizona, Arkansas, Colorado, Hawaii, Idaho, Indiana, Iowa, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Washington, West Virginia, Wisconsin, the Commonwealths of Kentucky, Massachusetts, and the District of Columbia (individually, a “Participating State,” and collectively, the “Participating States”) have each agreed, through their respective state money transmission regulatory agencies, to negotiate and enter into this Settlement Agreement and Consent Order (hereinafter referred to as the “Agreement” or “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 Sigue in a collective and coordinated manner. The State Money Transmission Regulators and Sigue are collectively referred to herein as the (“Parties”).

WHEREAS, Sigue is either licensed or has been recently licensed as a money transmitter under the respective laws of each Participating State. Depending on each Participating State’s law, money transmission activity includes, but is not limited to, selling or issuing payment

instruments, receiving money or monetary value for transmission, selling or issuing stored value/prepaid access, and/or currency exchange.

WHEREAS, at all times relevant hereto, Guillermo de la Viña has been the majority owner, Chief Executive Officer, and Qualified Individual of Sigue.

WHEREAS, the Participating States and Sigue entered into an Interim Consent Order on March 22, 2024, which cited the company's deteriorating financial condition, its cessation of operations, its inability to satisfy all of its outstanding transmission liabilities, and failure to maintain adequate net worth or tangible net worth (the "Interim Order").

WHEREAS, in conjunction with the issuance of the Interim Order, the State Money Transmission Regulators, as coordinated through a multi-state enforcement taskforce, commenced a multi-state money transmission investigation to investigate the facts and circumstances leading up to and surrounding Sigue's situation, including evaluating consumer impact and investigating other matters associated therewith (the "Multi-State Investigation"). The Multi-State Investigation was conducted by the State Money Transmission Regulators pursuant to their respective statutory authorities, and in accordance with the protocols established by the Protocol for Performing Multi-State Examinations as well as the Nationwide Cooperative Agreement for MSB Supervision (collectively the "CSBS/MTRA Protocol and Agreement"). Sigue fully cooperated with the Multi-State Investigation.

WHEREAS, the Multi-State Investigation determined that Sigue has failed to satisfy certain outstanding transmission liabilities as they became due and payable, a violation of each Participating State's applicable money transmission law.

WHEREAS, the Multi-State Investigation determined that in such jurisdictions where such requirements are applicable Sigue has failed to maintain adequate net worth or tangible net worth so as to remain qualified to be licensed and has failed to maintain permissible investments

sufficient to cover the outstanding transmission liabilities, a violation of each Participating State's applicable money transmission law.

WHEREAS, Sigue enters into this Agreement solely for the purpose of resolving disputes with the State Money Transmission Regulators, including the Multi-State Investigation, and any and all pending requests to surrender of its money transmission licenses. In entering this Agreement, Sigue and Guillermo de la Viña neither admit nor deny any wrongdoing, allegations or implications of fact, and neither admit nor deny any violations of applicable laws, regulations, or rules governing the conduct and operation of Sigue's money transmission related business. Sigue acknowledges that the State Money Transmission Regulators have and maintain jurisdiction over the underlying dispute, including all matters referred to in these recitals, and therefore have the authority to fully resolve the matter.

WHEREAS, the State Money Transmission Regulators have legal authority to initiate administrative actions based on the conduct identified through the Multi-State Investigation.

WHEREAS, the intention of the State Money Transmission Regulators in effecting this settlement is to resolve its operational concerns regarding Sigue, the pending requests for surrender of any active money transmission licenses, the Interim Order, and the violations identified by the Multi-State Investigation and in these recitals, and to close the Multi-State Investigation with no further investigation or action needed. To that end, the State Money Transmission Regulators have agreed to the release of certain claims and remedies, as provided for in this Agreement. 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 Sigue regarding any licensable related activities outside the scope of this Agreement. Additionally, a State Money Transmission Regulator may consider this Agreement and the facts set forth herein in connection with, and in deciding upon, any investigation, action, or proceeding

under the jurisdiction of that State Money Transmission Regulator, if the basis of such investigation, action, or proceeding is not a direct result of the specific activity identified by the Multi-State Investigation. This Agreement may, if relevant to such investigation, action, or proceeding, be admitted into evidence in any matter before a State Money Transmission Regulator.

WHEREAS, Sigue and Guillermo de la Viña 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. Sigue and Guillermo de la Viña acknowledge that they have full knowledge of their rights to notice and a hearing pursuant to the laws of the respective Participating States. By voluntarily entering into this Agreement, Sigue and Guillermo de la Viña waive any right to notice and a hearing, and review of such hearing, and also herein waives all rights to any other judicial appeal concerning the terms, conditions, and related obligations set forth in this Agreement. However, this waiver shall not be interpreted to waive any subsequent rights available to Sigue or Guillermo de la Viña, including, but not limited to, any right to hearing and subsequent appeal, in relation to any disagreement that may arise amongst the Parties around compliance with or alleged violations involving this Agreement, and any term, condition, or related obligation therein. Sigue and Guillermo de la Viña further acknowledges that they have had an opportunity to consult with independent legal counsel in connection with their waiver of rights and with the negotiation and execution of this Agreement.

WHEREAS, Sigue represents that the person signing below is authorized to execute this Agreement and to legally bind Sigue.

WHEREAS, in that the Parties have had the opportunity to draft, review, and edit the language of this Agreement, the Parties agree that no presumption for or against any party arising

out of drafting all or any part of this Agreement will be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties agree to waive the benefit of any State statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

WHEREAS, Sigue and Guillermo de la Viña acknowledge that the State Money Transmission Regulators are relying, in part, upon Sigue's and Guillermo de la Viña's representations and warranties stated herein in making their determinations in this matter. Sigue and Guillermo de la Viña further acknowledge that the State Money Transmission Regulators may revoke this Order, and the State Money Transmission Regulators may pursue any and all remedies available under the law against Sigue, if the State Money Transmission Regulators later find that Sigue and/or Guillermo de la Viña made material misrepresentations to or withheld material information from the State Money Transmission Regulators.

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

I. JURISDICTION

1. Pursuant to the licensing and supervision laws of the Participating States, the State Money Transmission Regulators have jurisdiction over Sigue; and
2. Guillermo de la Vina in his capacity as control person as described herein and may enforce the terms of this Agreement.

II. CEASE AND DESIST AND SURRENDER OF LICENSE

1. *Licenses.* Any request for surrender of a money transmission license currently pending before a State Money Transmission Regulator will be processed as of the Effective Date of this Order and Sigue's status will be reflected as "Terminated-Ordered to Surrender" on the NMLS, if applicable. Sigue, upon the Effective Date of this Order, shall permanently **CEASE** and **DESIST** from all money transmission activity.

2. *Control Person.* Guillermo de la Viña shall not act, directly or indirectly, as a director, manager, owner, control person or qualified individual of any entity engaged in money transmission activity subject to licensure or regulation by a State Money Transmission Regulator, or of any control person of such entity, until such time the State Money Transmission Regulator determines, in the State Money Transmission Regulator's sole discretion, that Guillermo de la Viña demonstrates the requisite financial responsibility, experience, competence, qualifications, general fitness, and character to participate in such money transmission activity within that state. However, nothing in this provision should be interpreted to permit or prohibit Guillermo de la Viña to act as a director, manager, owner, control person or qualified individual of GroupEx Financial Corporation, assigned NMLS identifier number of 927516, until thirty (30) calendar days after such time as the pending change of control applications relating to that company are approved, denied, or withdrawn.

III. REQUIREMENTS

1. *Surety Bond.* Sigue acknowledges the rights of the State Money Transmission Regulators and the impacted persons who may still be owed funds as part of the Outstanding Transmission Liabilities under the bonds. Sigue will provide any and all information in its possession, custody, or control that any impacted person or State Money Transmission Regulator needs or reasonably requests to file a bond claim.

2. *Public Notice.* Sigue shall continue to maintain its public website, <https://sigue.com>, for a period of at least two years. The website shall, at a minimum, include information directing consumers to file a complaint on unpaid transactions with the State Money Transmission Regulators.

3. *Cooperation by Guillermo de la Viña.* Guillermo de la Viña shall timely and, to the best of his ability, respond to any and all requests for information and documentation from any State Money Transmission Regulator relating to Sigue.

IV. PENALTY

1. *Settlement Amount.* Sigue shall pay an administrative penalty of one million dollars (\$1,000,000) to be distributed equally among each Participating State (each participating state shall receive payment of \$27,777.78 (the “per state payment”). It is agreed that \$1,000,000 of the administrative penalty shall be stayed (“Stayed Fine”) for a period of two years contingent on Sigue compliance with Section III.1 and III.2 of this Agreement. If after two years from the Effective Date of this Consent Order, Sigue has fully complied with Sections III.1 and III.2 of this Agreement, the penalty is waived.

V. RELEASE

1. *General Release.* By their execution of this Agreement, the State Money Transmission Regulators release and forever discharge the current and former directors, officers, and employees of Sigue and Sigue’s current and former affiliated entities (collectively, the “Released Parties”) of any of the foregoing from any claim 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 this section.

2. The Released Parties are released from liability for Covered Conduct due to acts, errors or omissions of their agents or representatives (including, without limitation, third-party vendors).

3. For the purposes of this release, the term "Covered Conduct" means all actions, errors or omissions of the Released Parties, arising out of or relating to alleged violations and/or business practices identified in the Interim Order or during the Multi-State Investigation, or relating to compliance with applicable laws, rules and regulations governing the conduct of money transmitters subject to the jurisdiction of a State Money Transmission Regulator.

VI. GENERAL PROVISIONS

1. *No Release.* For the avoidance of doubt, nothing herein releases Sigue or Sigue's current and former affiliated entities from any claim, including, without limitation, claims for damages, fines, injunctive relief, remedies, sanctions, or penalties of any kind whatsoever. Additionally, nothing in this provision should be interpreted to infer any obligation provided for in this Agreement as it pertains to any entity not in existence or not a legal affiliate of Sigue as of the Effective Date of this Agreement, nor should it be deemed an admission by such entity as it relates to the facts, circumstances, findings, and legal obligations related to the basis for and action taken in this Agreement and/or in the Interim Order.

2. *Effective Date.* This Agreement shall become effective upon execution by Sigue and the applicable State Money Transmission Regulators (the "Effective Date").

3. *Public Record.* This Agreement shall become public upon the Effective Date.

4. *Consent.* Sigue and Guillermo de la Viña hereby knowingly, willingly, voluntarily, and irrevocably consents to the entry of this Agreement and agrees that it understands all of the

terms and conditions contained herein. Sigue and Guillermo de la Viña by voluntarily entering into this Agreement, waives any right to a hearing or appeal concerning the terms set forth in this Agreement.

5. *Standing and Choice of Law.* Each State Money Transmission Regulator has standing to enforce this Agreement in the judicial or administrative process otherwise authorized under the laws and regulations of the corresponding Participating State. Upon execution, this Agreement shall be deemed a final order of each respective State Money Transmission 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 Sigue or Guillermo de la Viña regarding the enforceability or interpretation of this Agreement 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 Agreement.

6. *Privilege.* That this Agreement 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 Agreement. Further, any information or documentation furnished to the State Money Transmission Regulators 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 SAFE Act, applicable state law, and the CSBS/MTRA Protocol and Agreement. Nothing in this provision is intended to inhibit a State Money Transmission Regulator from using or disclosing information or documentation regarding Outstanding Transmission Liabilities specific to that State

Money Transmission Regulator's jurisdiction in connection with filing a bond claim or facilitating or assisting an impacted person as identified in Section II.3 with filing a bond claim or otherwise utilizing its authorities to use such information in accordance with applicable state law.

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

8. *Final Agreement.* This Agreement is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, 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. For avoidance of doubt, this Agreement incorporates the facts, findings, and outstanding provisions of the Interim Order into this Agreement, and otherwise supersedes and replaces the Interim Order. The Parties further acknowledge and agree that nothing contained in this Agreement 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 any other person based upon any of the activities alleged in these matters or otherwise.

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

10. *No Private Right of Action Created.* This Agreement does not create any private rights or remedies against Sigue (or any of its control persons, affiliates, or subsidiaries), create any liability for Sigue (or any of its control persons, affiliates, or subsidiaries) or limit defenses of

Sigue (or any of its control persons, affiliates, or subsidiaries) for any person or entity not a party to this Order. An enforcement action under this Agreement may be brought solely by a State Money Transmission Regulator.

11. *Entire Agreement.* There are no other terms, obligations, covenants, representations, statements, conditions, or otherwise, of any kind whatsoever concerning this Agreement.

12. *Binding Nature.* The officers, owners, directors, employees, heirs and assigns of Sigue intend to be and are legally bound by the terms of this Agreement. Sigue acknowledges and agrees that this Agreement is not binding upon any other local, state, or federal agency, department, or office.

13. *Counsel.* This Agreement is entered into by the parties upon full opportunity for legal advice from legal counsel.

14. *Subsequent Orders.* 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 Agreement. A State Money Transmission Regulator may *sua sponte* issue such subsequent order without the review and approval of Sigue provided the subsequent order does not amend, alter, or otherwise change the terms of the Agreement. In the event a subsequent order amends, alters, or otherwise changes the terms of this Agreement, the terms of this Agreement, as set forth herein, will control.

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

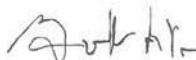
16. *Counterparts.* This Agreement may be executed in separate counterparts, by facsimile or electronic mail in portable document format.

17. Nothing in this Agreement shall relieve Sigue of its obligations to comply with applicable State and Federal law.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, in consideration of the foregoing, including the recital paragraphs, and intending to be legally bound, Sigue Corporation and Guillermo de la Viña do hereby consent to the issuance by the State Money Transmission Regulators of this Consent Order this 17th day of March, 2025.

SIGUE CORPORATION

By: 

Guillermo de la Viña
Chief Executive Officer

GUILLERMO DE LA VIÑA

By: 

Guillermo de la Viña
Individually

INTERIM CONSENT ORDER

SIGUE CORPORATION

WHEREAS, Sigue Corporation (“Sigue”) is a Delaware corporation with headquarters in Sylmar, California and assigned NMLS identifier number of 915912.

WHEREAS, the States of Alabama, Alaska, Arizona, Arkansas, Colorado, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Maine, Maryland, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, the Commonwealths of Kentucky, Massachusetts, Pennsylvania, Puerto Rico, and the District of Columbia (individually, a “Participating State,” and collectively, the “Participating States”) have each agreed, through their respective state money transmission regulatory agencies, to negotiate and enter into this Interim Consent Order (hereinafter referred to as the “Interim 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 Sigue in a collective and coordinated manner. The State Money Transmission Regulators and Sigue are collectively referred to herein as the (“Parties”).

WHEREAS, Sigue is either licensed or has been recently licensed as a money transmitter under the respective laws of each Participating State. Depending on each Participating State’s law, money transmission activity includes, but is not limited to, selling or issuing payment

instruments, receiving money or monetary value for transmission, selling or issuing stored value/prepaid access, and/or currency exchange.

WHEREAS, Sigie has experienced significant deterioration in its financial condition over the past several months resulting in Sigie representing it has ceased operations, including accepting no new money transmission obligations as of month end January 2024. As a result of its current financial predicament, Sigie offered or is in the process of offering to surrender all of its money transmission licenses and is in the process of winding-down the corporation (the “Winddown Process”).

WHEREAS, on becoming aware of the deteriorating financial condition of Sigie, and having significant concerns attendant thereto, the State Money Transmission Regulators, as coordinated through a multi-state enforcement taskforce, have commenced a multi-state money transmission investigation to cover some aspects of this Winddown Process, including investigating the facts and circumstances leading up to and surrounding the Winddown Process, evaluating consumer impact, and investigating other matters associated therewith (the “Multi-State Investigation”). The Multi-State Investigation is being conducted by the State Money Transmission Regulators pursuant to their respective statutory authorities, and in accordance with the protocols established by 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, Sigie represents that it currently has significant outstanding liabilities, including outstanding transmission liabilities in an amount of approximately \$4.9 million related to regulated money transmission transactions originating in the Participating States, plus any and all outstanding transmission liabilities in the State of New York (collectively, the “Outstanding Transmission Liabilities”). Additionally, Sigie represents that it has no unencumbered tangible

assets available to satisfy all of the Outstanding Transmission Liabilities, nor does it believe that it will have any assets in the future to satisfy all of the Outstanding Transmission Liabilities.

WHEREAS, Sigue has failed to satisfy certain Outstanding Transmission Liabilities as they became due and payable, a violation of each Participating State's applicable money transmission law.

WHEREAS, Sigue represents that in such jurisdictions where such requirements are applicable it has failed to maintain adequate net worth or tangible net worth so as to remain qualified to be licensed and has failed to maintain permissible investments sufficient to cover the Outstanding Transmission Liabilities, a violation of each Participating State's applicable money transmission law.

WHEREAS, Sigue acknowledges that the State Money Transmission Regulators have and maintain jurisdiction over the underlying dispute, including all matters referred to in these recitals, and therefore have authority over the matters discussed herein.

WHEREAS, the State Money Transmission Regulators have concluded that it is in the public interest to order Sigue to immediately cease and desist from engaging in the business of money transmission in the Participating States, except as otherwise provided for in this Interim Order.

WHEREAS, certain of the State Money Transmission Regulators have issued orders or commenced proceedings ordering Sigue to cease and desist from engaging in the business of money transmission in their respective jurisdictions (the "Existing Actions"). By entering this Interim Order, it is the intention of those State Money Transmission Regulators that such Existing Actions remain in full force and effect, but Sigue will be deemed in full compliance with the Existing Actions to the extent Sigue is in full compliance with this Interim Order. Additionally, the right to request a hearing under the Existing Actions is tolled until this Interim Order has been terminated, and that nothing

herein should be inferred as extinguishing Sigue's right to due process at the appropriate time and place.

WHEREAS, to avoid the costs, inconvenience, and delays associated with the Existing Actions and to forgo further administrative or judicial proceedings at this time that may be initiated by other State Money Transmission Regulators, including, but not limited to, ordering Sigue to cease and desist from engaging in the business of money transmission in the Participating States, Sigue consents to this Interim Order and to each of the undertakings and orders set forth herein.

WHEREAS, Sigue acknowledges that the State Money Transmission Regulators are relying, in part, upon Sigue's representations and warranties stated herein in making their determinations in this matter.

WHEREAS, the State Money Transmission Regulators have legal authority to initiate administrative actions based on the conduct described herein.

WHEREAS, the intention of the State Money Transmission Regulators in issuing the Interim Order is to stop Sigue from engaging in further money transmission business, unless otherwise provided for under this Interim Order, while the Multi-State Investigation continues and while Sigue engages in its Winddown Process. 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 Sigue. Additionally, a State Money Transmission Regulator may consider this Interim Order and the facts set forth herein in connection with, and in deciding upon, any investigation, action, or proceeding under the jurisdiction of that State Money Transmission Regulator; and this Interim Order may, if relevant to such investigation, action, or proceeding, be admitted into evidence in any matter before a State Money Transmission Regulator, any other court or tribunal, or any matter related to a bond claim or related claim arising from the Outstanding Transmission Liabilities.

WHEREAS, Sigue represents that the person signing below is authorized to execute the consent to this Interim Order and to legally bind Sigue.

NOW, THEREFORE, the State Money Transmission Regulators listed below, as coordinated through the CSBS/MTRA Protocol and Agreement, hereby **ORDER**:

I. JURISDICTION

1. Pursuant to the licensing and supervision laws of the Participating States, the State Money Transmission Regulators have jurisdiction over Sigue as described herein and may enforce the terms of this Interim Order.

II. BOOKS AND RECORDS

1. *Preservation of All Books and Records.* Sigue, and any third-party in custody of the same, shall preserve any and all books and records, as that term or concept is defined in each of the Participating State's law, during the course of the Multi-State Investigation and any corresponding administrative proceeding, if any, unless directed otherwise by each State Money Transmission Regulator in writing. Sigue shall notify the State Money Transmission Regulators if there is any change to the location or storage of any and all books and records within ten (10) calendar days of said change.

2. *Access to Books and Records.* Sigue, and any third-party in custody of the same, shall promptly make any and all books and records available as required by any State Money Transmission Regulator. Sigue shall timely and comprehensively respond to any and all requests for information and documentation from any State Money Transmission Regulator.

3. *Claims.* Sigue shall provide each State Money Transmission Regulator with any and all information in Sigue's possession, custody, or control needed or reasonably requested to file a bond claim for those consumers for which there are Outstanding Transmission Liabilities in their state, including furnishing a declaration signed and delivered under the penalties of perjury

in substantially the same form as Exhibit A. Sigue shall provide a signed and executed declaration to each State Money Transmission Regulator who wishes to file a bond claim within ten (10) calendar days of the Effective Date of this Interim Order. To the extent an impacted person who is owed funds as part of the Outstanding Transmission Liabilities, Sigue will provide any and all information in Sigue's possession, custody, or control that person needs or reasonably requests to file a bond claim if such person, or a State Money Transmission Regulator on that person's behalf, seeks such information from Sigue.

III. CEASE AND DESIST

1. *License.* As Sigue failed to satisfy certain Outstanding Transmission Liabilities as they became due and payable, upon the Effective Date of this Interim Order, Sigue shall CEASE AND DESIST from all money transmission activity, other than satisfying some or all of its existing Outstanding Transmission Liabilities, related to its Money Transmitter licenses, NMLS identifier number 915912. Any State Money Transmission Regulator that deems it necessary, desirable, or in the public interest may suspend Sigue's money transmitter license on or after the date of this Interim Order by separate action.

2. *Sharing of Information and Cooperation.* This Interim Order shall not limit Sigue's obligations to cooperate with any examination or investigation, including but not limited to, any regulatory obligation to timely provide requested information or documents to any State Money Transmission Regulator.

IV. GENERAL PROVISIONS

1. *Effective Date.* This Interim Order shall become effective upon execution by Sigue and the applicable State Money Transmission Regulators (the "Effective Date").

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

3. *Consent.* Sigue hereby knowingly, willingly, voluntarily, and irrevocably consents to the entry of this Interim Order and agrees that it understands all of the terms and conditions contained herein. Sigue by voluntarily entering into this Interim Order, waives any right to a hearing or appeal concerning the terms set forth in this Interim Order.

4. *No Waiver.* Nothing in this Interim Order shall be deemed to waive, resolve, or eliminate any rights, causes of action (such as administrative actions) claims, or remedies that any State Money Transmission Regulator, any Participating State, or any other person may have or assert, whether now existing or hereafter arising, against Sigue or any of its affiliates, control persons, officers, directors, employees, owners, or agents, or otherwise resolve the Multi-State Investigation or any other investigation by a Participating State.

5. *Enforcement.* The Interim Order shall be enforced in accordance with the provisions, terms and authorities provided for in this Interim Order and under the respective laws and regulations of each Participating State. Each State Money Transmission Regulator shall have the independent power and authority to enforce the orders, terms and provisions of this Interim Order within their respective jurisdictions, without the consent, approval or action of any other State Money Transmission Regulator, Participating State, or other person. The State Money Transmission Regulators reserve all rights, duties, and authority to enforce all statutes, rules and regulations under their jurisdiction against Sigue in the future regarding all matters.

6. *Privilege.* That this Interim 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 Interim Order. Further, any information or documentation furnished to the State Money Transmission Regulators pursuant to the terms of this Interim Order 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 SAFE Act, applicable state law, and the CSBS/MTRA Protocol and Agreement. Nothing in this provision is intended to inhibit a State Money Transmission Regulator from using or disclosing information or documentation regarding Outstanding Transmission Liabilities in connection with filing a bond claim or facilitating or assisting an impacted person as identified in Section II.3 with filing a bond claim or otherwise utilizing its authorities to use such information in accordance with applicable state law.

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

8. *Entire Agreement.* There are no other terms, obligations, covenants, representations, statements, conditions, or otherwise, of any kind whatsoever concerning this Interim Order.

9. *Binding Nature.* The officers, owners, directors, employees, heirs and assigns of Sigue intend to be and are legally bound by the terms of this Interim Order. Sigue acknowledges and agrees that this Interim Order is not binding upon any other local, state, or federal agency, department, or office.

10. *Counsel.* This Interim Order is entered into by the parties upon full opportunity for legal advice from legal counsel.

11. *Subsequent Orders.* 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 Interim Order. A State Money Transmission Regulator may *sua sponte* issue such subsequent order without the review and approval of Sigue provided the subsequent order does not amend, alter, or otherwise change the terms of the Interim Order. In the event a subsequent order amends, alters, or otherwise changes the terms of this Interim Order, the terms of this Interim Order, as set forth herein, will control.

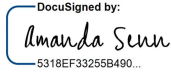
12. *Counterparts.* This Interim Order may be executed in separate counterparts, by facsimile or electronic mail in portable document format.

13. Nothing in this Interim Order shall relieve Sigue of its obligations to comply with applicable State and Federal law.


[SIGNATURE PAGES FOLLOW]

It is so **ORDERED** this 21st day of March, 2024.

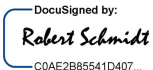
Alabama Securities Commission

By: 
Name: Amanda Senn
Title: Director
Date: 3/21/2024

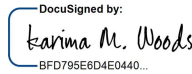
Colorado Division of Banking

By: 
Name: Ken Boldt
Title: State Bank Commissioner
Date: 3/21/2024


Alaska Division of Banking & Securities

By: 
Name: Robert Schmidt
Title: Director
Date: 3/21/2024


District of Columbia Department of Insurance, Securities and Banking

By: 
Name: Karima M. Woods
Title: Commissioner
Date: 3/21/2024

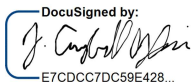
Arizona Department of Insurance and Financial Institutions

By: 
Name: Deian Ousounov
Title: Chief Financial Deputy Director
Date: 3/21/2024


Georgia Department of Banking and Finance

By: 
Name: Kevin Hagler
Title: Commissioner
Date: 3/21/2024


Arkansas Securities Department

By: 
Name: Campbell McLaurin
Title: Securities Deputy Commissioner
Date: 3/21/2024

Hawaii Division of Financial Institutions

By: 
Name: Iris Ikeda
Title: Commissioner
Date: 3/21/2024

Idaho Department of Finance


By: 
DocuSigned by:
Patricia R. Perkins
011AA427217A480...

Name: Patricia R. Perkins

Title: Director

Date: 3/21/2024

Kentucky Department of Financial Institutions


By: 
DocuSigned by:
Marni Rock Gibson
56056EA58CAC4FA...

Name: Marni Rock Gibson

Title: Acting Commissioner

Date: 3/21/2024

Illinois Department of Financial and Professional Regulation


By: 
DocuSigned by:
Francisco Menchaca
E07994B49A4E448...

Name: Francisco Menchaca

Title: Director-Div. of Financial Institutions

Date: 3/21/2024

Maine Bureau of Consumer Credit Protection


By: 
DocuSigned by:
Linda Conti
D2B8B77992D14B5...

Name: Linda Conti

Title: Superintendent

Date: 3/21/2024

Indiana Department of Financial Institutions


By: 
DocuSigned by:
Thomas Fite
35C78B8FEE794B1...

Name: Thomas Fite

Title: Director

Date: 3/21/2024

Maryland Office of Financial Regulation


By: 
DocuSigned by:
Shereefat Balogun
05E1B2D1BDED471...

Name: Shereefat Balogun

Title: Assistant Commissioner

Date: 3/21/2024

Iowa Division of Banking

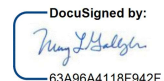
By: 
DocuSigned by:
Craig Christensen
6591892D132E4D4...

Name: Craig Christensen

Title: Finance Bureau Chief

Date: 3/21/2024

Massachusetts Division of Banks

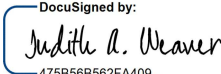
By: 
DocuSigned by:
Mary Gallagher
63A96A4118F942F...

Name: Mary Gallagher

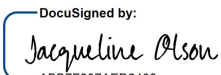
Title: Commissioner of Banks

Date: 3/21/2024


Michigan Department of Insurance and Financial Services

By: 
Name: Judith A. weaver
Title: Senior Deputy Director
Date: 3/21/2024

Minnesota Department of Commerce

By: 
Name: Jacqueline Olson
Title: Assistant Commissioner
Date: 3/21/2024

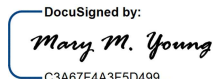
Mississippi Department of Banking and Consumer Finance

By: 
Name: Mrs. Rhoshunda G. Kelly, CEM
Title: Commissioner
Date: 3/21/2024

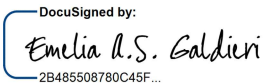
Nebraska Department of Banking and Finance

By: 
Name: Darcy L. Bailar
Title: Deputy Director - Financial Institutions
Date: 3/21/2024


Nevada Financial Institutions Division

By: 
Name: Mary M. Young
Title: Deputy Commissioner
Date: 3/21/2024

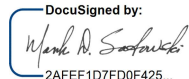
New Hampshire Banking Department

By: 
Name: Emelia A.S. Galdieri
Title: Bank Commissioner
Date: 3/21/2024


New Jersey Department of Banking and Insurance

By: 
Name: Justin Zimmerman
Title: Acting Commissioner
Date: 3/21/2024


New Mexico Financial Institutions Division

By: 
Name: Mark Sadowski
Title: Director
Date: 3/21/2024

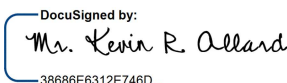
North Carolina Office of the Commissioner of Banks

By: 
Name: Katherine MR Bosken
Title: Commissioner of Banks
Date: 3/21/2024

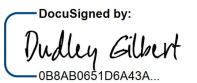
North Dakota Department of Financial Institutions

By: 
Name: Lise Kruse
Title: Commissioner
Date: 3/21/2024


Ohio Division of Financial Institutions

By: 
Name: Mr. Kevin R. Allard
Title: Superintendent
Date: 3/21/2024

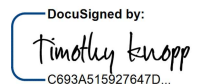
Oklahoma State Banking Department

By: 
Name: Dudley Gilbert
Title: Deputy Commissioner
Date: 3/22/2024

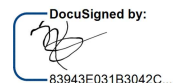
Oregon Division of Financial Regulation

By: 
Name: Dorothy Bean
Title: Chief of Enforcement
Date: 3/21/2024

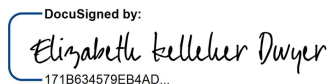
Pennsylvania Department of Banking and Securities

By: 
Name: Timothy Knopp
Title: Deputy Secretary
Date: 3/21/2024

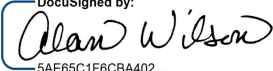
Puerto Rico Office of the Commissioner of Financial Institutions

By: 
Name: Natalia I. Zequeria
Title: Commissioner
Date: 3/21/2024

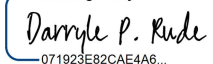
Rhode Island Department of Business Regulation/Division of Banking

By: 
Name: Elizabeth Kelleher Dwyer
Title: Superintendent of Insurance
Date: 3/21/2024

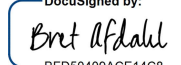
South Carolina Attorney General Money Services Division

DocuSigned by:

5AE65C1F6CBA402...
By: _____
Name: Alan wilson
Title: Commissioner
Date: 3/21/2024

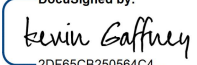
Utah Department of Financial Institutions

DocuSigned by:

071923E82CAE4A6...
By: _____
Name: Darryle P. Rude
Title: Commissioner
Date: 3/21/2024

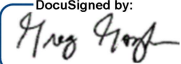
South Dakota Division of Banking

DocuSigned by:

BFD50409ACE14C8...
By: _____
Name: Bret Afdahl
Title: Director
Date: 3/21/2024


Vermont Department of Financial Regulation

DocuSigned by:

2DF65CB250564C4...
By: _____
Name: Kevin Gaffney
Title: Commissioner
Date: 3/21/2024

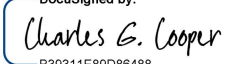
Tennessee Department of Financial Institutions

DocuSigned by:

48CAB147778E432...
By: _____
Name: Mr. Greg Gonzales
Title: Commissioner
Date: 3/21/2024


Washington State Department of Financial Institutions

DocuSigned by:

4C3A058DFC5F4B3...
By: _____
Name: Ali Higgs
Title: Acting Director of Consumer Services
Date: 3/21/2024

Texas Department of Banking

DocuSigned by:

B39311E89D86488...
By: _____
Name: Charles G. Cooper
Title: Banking Commissioner
Date: 3/21/2024

West Virginia Division of Financial Institutions

DocuSigned by:

284BE055176A4DA...
By: _____
Name: Dawn E. Holstein
Title: Commissioner WVDFI
Date: 3/21/2024

**Wisconsin Department of Financial
Institutions**

DocuSigned by:
Kim Swissdorf
8B9C6B2EA487466...

By: _____

Name: Kim Swissdorf

Title: Administrator

Date: 3/21/2024

IN WITNESS WHEREOF, in consideration of the foregoing, including the recital paragraphs, and intending to be legally bound, Sigue Corporation does hereby consent to the issuance by the State Money Transmission Regulators of this Interim Order this 20th day of March, 2024.

SIGUE CORPORATION


By: 
Guillermo de la Vina
Chief Executive Officer

EXHIBIT A

DECLARATION OF X

1. I am of the age of majority, of sound mind and memory and depose relative to my own personal knowledge.
2. I give this Declaration in support of the claim(s) for payment under Bond Number [**insert bond #**] issued by [**insert Bond Issuer**] related to the money transmission operations of Sigue Corporation, NMLS identification number 915912 and for any other uses which may be allowed under state or federal law.
3. I am the [**insert Title**] for Sigue Corporation.
4. On or about January 31, 2024, Sigue Corporation ceased all of its money transmission operations in [**insert State**] due to a significant deterioration in its financial condition. As of the date of execution of this Declaration, Sigue Corporation has outstanding transmission liabilities of [**insert \$ amount of liability in the State**] to residents of [**insert State**]. Attached hereto as Exhibit 1 is a true and correct copy of all of the outstanding liabilities related to regulated money transmission activity owed to [**insert State**] consumers along with the last known address for these consumers. Sigue Corporation's financial condition will not permit it to honor its contractual obligations to these identified consumers and it does not intend to satisfy these obligations.
5. I hereby declare under penalty of perjury that the content of the document and attachments hereto are true, correct, and complete:

Signature of officer

Printed Name: _____

Date: _____