



STATE OF OKLAHOMA  
DEPARTMENT OF CONSUMER CREDIT

## NOTICE

The State of Oklahoma recently passed an immigration bill known as House Bill 1804, the Oklahoma Taxpayer and Citizen Protection Act of 2007. This bill went into effect on November 1, 2007.

One of the provisions of the bill is the requirement that all natural persons, including Sole Proprietorships, obtaining a license from all State Agencies must show lawful presence in the United States.

Attached are two affidavits (each person will choose one of these to sign):

- If you are a United States citizen, you will sign Form 1
- If you are a qualified alien and you can prove you are in the United States lawfully under the Federal Immigration and Naturalization Act, you will sign Form 2

**You are either a citizen OR a qualified alien -- please do not submit both forms.** Make additional copies of the forms as needed. These affidavits must be notarized. We cannot accept faxed or emailed copies of these forms. You will need to mail them to us. **Under Oklahoma law, we cannot issue your license without the proper affidavit(s).** United States citizens are not required to submit a new affidavit for license renewals. Qualified aliens must submit a new affidavit for each license renewal.

This is a requirement of the State of Oklahoma; our Department has no authority to address it. If you need further information, you may review the text of the bill by visiting the following web link:

<http://www.oscn.net/applications/oscn/deliverdocument.asp?id=448995&hits>

As always, we appreciate your spirit of cooperation.

Oklahoma Department of Consumer Credit

AFFIDAVIT VERIFYING LAWFUL PRESENCE IN THE UNITED STATES

Form 1 - For U. S. Citizens

Section A (Applicant Information)

Affidavit of:

\_\_\_\_\_  
Name of Individual Applicant

\_\_\_\_\_  
Company Name

Section B (Notary Public)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly  
Printed Name of Individual Applicant  
sworn, upon oath states under penalty of perjury as follows:

I am a United States citizen.

\_\_\_\_\_  
Signature of Applicant

Subscribed and sworn to or affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Seal)

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
My Commission Expires

Oklahoma Department of Consumer Credit

AFFIDAVIT VERIFYING LAWFUL PRESENCE IN THE UNITED STATES

Form 2 - For Qualified Aliens

Section A (Applicant's Information)

Please type or print clearly. **You must include a copy of both the front and back of your green card with this form.**

Full Legal Name of Applicant: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Nationality: \_\_\_\_\_

Company Name: \_\_\_\_\_

Section B (Notary)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn, upon oath  
Printed Name of Individual Applicant  
states under penalty of perjury as follows:

I am a qualified alien under the Federal Immigration and Naturalization Act, and I am lawfully present in the United States.

\_\_\_\_\_  
Signature of Applicant

Subscribed and sworn to or affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Seal)

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
My Commission Expires

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## **LICENSE APPLICATION INSTRUCTIONS**

To make application for an Oklahoma Deferred Deposit Lender License, all prescribed forms and additional required exhibits must be fully completed and mailed or delivered to:

**Oklahoma Department of Consumer Credit  
3613 NW 56<sup>th</sup> St., Suite 240  
Oklahoma City, OK 73112-4512**

All fees required must be submitted with the application. Upon receipt of a complete package, a staff member will carefully review all documents and an independent investigation will be made into the experience, character and general fitness of the applicant(s). All applications are reviewed in the order in which they are received.

### **A complete application package for a Deferred Deposit Lender license is composed of:**

- I. APPLICATION:** These pages are for information on the business to be licensed, including mailing address, location, ownership, etc. Complete all sections that apply. Be sure to sign and notarize.
- II. RECORD KEEPING AND LOCATION OF EXAMINATION FORMS:** These pages are for lenders whose records will be maintained at a location other than the licensed location. You must complete these forms showing that your company is willing to pay expenses for an examiner(s) to visit your out of state location to conduct the annual examination of books and records. You will be contacted before any such visit.
- III. FINANCIAL STATEMENT:** This statement shall reveal that the applicant has available for regulated loan operations, net or free assets of at least \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS). For sole proprietorship, the owner's personal financial statement must show assets of the required amount. For partnerships or limited liability companies the combined assets of the partners or members must equal or exceed the required \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS). If filing as a company or corporation, please submit the most recent balance sheet. This statement must be signed by the owner or an officer of the company or corporation, dated and notarized.
- IV. Completed TERMS OF USE APPLICABLE TO EACH AGREEMENT FOR SERVICES WITH EACH LICENSED DEFERRED DEPOSIT LENDER (“DDL”) IN THE STATE OF OKLAHOMA form.**
- V. OKLAHOMA DDL AGREEMENT FOR DATABASE SERVICES form.**
- VI. ACH AUTHORIZATION/ ENROLLMENT FORM APPLICABLE TO EACH AGREEMENT FOR SERVICES WITH EACH LICENSED DEFERRED DEPOSIT LENDER (“DDL”) IN THE STATE OF OKLAHOMA form.**
- VII. A COPY OF ALL BASIC DOCUMENTS ESTABLISHING THE ENTITY:**
  - A. Sole Proprietorship:**
    1. A copy of the Certificate of Fictitious Name.
  - B. General Partnerships:**
    1. A copy of the partnership agreement signed by all parties involved.
    2. If the partnership does business under an assumed or fictitious name, supply a copy of a Certificate of Fictitious Name.
    3. A list of the names, addresses and telephone numbers of the partners.
  - C. Limited Partnerships:**
    1. A copy of the Limited Partnership Certificate filed with the Secretary of State. Such copy must show the date the document was filed.
    2. If the partnership does business under an assumed or fictitious name, supply a copy of the Trade Name Report filed with the Secretary of State.
    3. A list of the names, addresses and telephone numbers of the partners.

**D. Limited Liability Companies:**

1. A copy of the Certificate of Organization or Articles of Organization filed with the Secretary of State.
2. If doing business using a fictitious name, supply a copy of the Trade Name Report filed with the Secretary of State.
3. A list of the names, addresses and telephone numbers of each major stockholder, officers and directors of the LLC.

**E. Domestic Corporations:**

1. A copy of the Certificate of Incorporation or Articles of Incorporation filed with the Secretary of State.
2. If doing business using a fictitious name, supply a copy of the Trade Name Report filed with the Secretary of State.
3. A list of the names, addresses and telephone numbers of each major stockholder, officers and directors of the corporation.

**F. Foreign Corporations:**

1. A copy of the Certificate of Incorporation or Articles of Incorporation.
2. A Certificate of Authority showing that the applicant is authorized to transact business in their state of incorporation or in the State of Oklahoma.
3. If your business falls under one of the exemptions on the Secretary of State's instruction sheet, highlight the exemptions that apply and submit a copy with your application.
4. If doing business using a fictitious name, supply a copy of the Trade Name Report filed with the Secretary of State.
5. A list of the names, addresses and telephone numbers of each major stockholder, officers and directors of the Foreign Corporation.

For information concerning above items, contact:

**Oklahoma Secretary of State  
2300 N. Lincoln Blvd., Room 101  
Oklahoma City, OK 73105  
(405) 521-3912**

- IV. FEE FOR INVESTIGATION, LICENSE AND EXAMINATION:** When making an application for a license, the applicant shall pay \$700.00 (SEVEN HUNDRED DOLLARS) non-refundable Investigation/ Application fee, \$350.00 (THREE HUNDRED FIFTY DOLLARS) for each license annually provided and \$500.00 (FIVE HUNDRED DOLLARS) examination fee per the Oklahoma Deferred Deposit Lending Act for the current calendar year.

**PLEASE RETAIN INSTRUCTIONS FOR FUTURE REFERENCE**

**LICENSEE CHANGES**

Licenses issued under the Deferred Deposit Lending Act are issued on the basis of representations made on the application and supporting documents. Any substantial change in the information included in the application must be reported to the Administrator immediately.

If any material misrepresentations or unreported changes of circumstances are subsequently discovered, the license is subject to revocation after it has been issued.

Changes in location, ownership, partners, and in the principal parties at interest in a corporation must be submitted in writing for approval Thirty (30) Days prior to the effective date of the change.

**LICENSE APPLICATION CHECKLIST**

The checklist below is provided to help ensure that you submit a complete application.

**TASKS TO BE COMPLETED:**

- I. **APPLICATION – SIGNED AND NOTARIZED**
- II. **APPOINTMENT OF DESIGNATED AGENT**
- III. **FINANCIAL STATEMENT – MOST RECENT – SIGNED AND NOTARIZED**
- IV. **DOCUMENTS ESTABLISHING ENTITY:**
  - a. **SOLE PROPRIETORSHIP INFORMATION – IF APPLICABLE**
  - b. **PARTNERSHIP INFORMATION – IF APPLICABLE**
  - c. **DOMESTIC CORPORATION INFORMATION – IF APPLICABLE**
  - d. **LIMITED LIABILITY INFORMATION – IF APPLICABLE**
  - e. **FOREIGN CORPORATION INFORMATION – IF APPLICABLE**
- V. **RECORD KEEPING AND LOCATION OF EXAMINATION FORMS**
- VI. **Completed TERMS OF USE APPLICABLE TO EACH AGREEMENT FOR SERVICES WITH EACH LICENSED DEFERRED DEPOSIT LENDER (“DDL”) IN THE STATE OF OKLAHOMA form.**
- VII. **OKLAHOMA DDL AGREEMENT FOR DATABASE SERVICES form.**
- VIII. **ACH AUTHORIZATION/ ENROLLMENT FORM APPLICABLE TO EACH AGREEMENT FOR SERVICES WITH EACH LICENSED DEFERRED DEPOSIT LENDER (“DDL”) IN THE STATE OF OKLAHOMA form.**

**Items VI, VII, and VIII are to be sent to Veritec:**

Veritec Solutions, LLC  
The Baywood Center  
9428 Baymeadows Road  
Suite 600  
Jacksonville, FL 32256

**APPLICATION FOR DEFERRED DEPOSIT LENDER LICENSE**

**BEFORE THE ADMINISTRATOR )  
OF THE DEPARTMENT OF )  
CONSUMER CREDIT OF THE )  
STATE OF OKLAHOMA IN THE )  
MATTER OF THE APPLICATION )  
OF: )  
\_\_\_\_\_ )**

Name of business to be licensed

***This application will not be processed unless accompanied by all required exhibits (as reflected on the License Application Instructions) and the statutory fees as follows:***

- A. \$700.00 (SEVEN HUNDRED DOLLARS) non-refundable Investigation/Application fee; \$350.00 (THREE HUNDRED FIFTY DOLLARS) Application fee; \$500.00 (FIVE HUNDRED DOLLARS) Examination fee.
- B. Financial Statement.

**Pursuant to, and in accordance with the provisions of the Oklahoma Deferred Deposit Lending Act, and for the purposes in said law set forth,**

\_\_\_\_\_  
Name of Applicant

HTTP:// \_\_\_\_\_  
Website

\_\_\_\_\_  
E-Mail

**I am** (please check your applicable category)

\_\_\_\_ A Person  
\_\_\_\_ Association

\_\_\_\_ Joint Stock Company or Trust  
\_\_\_\_ Co-Partnership

\_\_\_\_ Corporation  
\_\_\_\_ Limited Liability Company

**With the principal office and/or mailing address located:**

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Facsimile

Hereby applies to the Administrator of the Department of Consumer Credit of the State of Oklahoma, for a Deferred Deposit Lender License for the calendar year ending December 31, \_\_\_\_\_, at the following location;

\_\_\_\_\_  
Street Address of Business Location

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Facsimile

**For the purpose of securing same, applicant makes the foregoing and following sworn statements of fact:**

**DESIGNATED AGENT:**

\_\_\_\_\_

Full Name

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Address

\_\_\_\_\_

City, State and Zip

A resident of the State of Oklahoma as agent upon whom may be served all judicial and other process or legal notice directed to this applicant.

A. To be completed only if the applicant is an individual:

\_\_\_\_\_

Full Name

B. To be completed only if the applicant is a partnership:

\_\_\_\_\_

Full Name of Partner

Have Articles of Limited Partnership been filed with the Secretary of State? Yes\_\_\_ No\_\_\_

C. To be completed only if applicant is a limited liability company:

\_\_\_\_\_

Full Name of Member

Have Articles of Limited Liability been filed with the Secretary of State? Yes\_\_\_ No\_\_\_

D. To be completed only if applicant is a corporation, association, joint stock company or trust:

**OFFICERS:**

\_\_\_\_\_

Full Name of President

\_\_\_\_\_

Full Name of Vice President

\_\_\_\_\_

Full Name of Treasurer

\_\_\_\_\_

Full Name of Secretary

**DIRECTORS AND TRUSTEES:**

\_\_\_\_\_

Full Name of Director/Trustee

*Note: If there are additional officers, directors or trustees, please specify using additional sheets if necessary.*

**NAME AND RESIDENCE ADDRESS OF EACH OFFICER OR MAJOR STOCKHOLDER:**

\_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

City, State and Zip

\_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

City, State and Zip

\_\_\_\_\_

Name

\_\_\_\_\_

Address

City, State and Zip

1. Do you have available for the operation of the business net assets of at least \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS)?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  
2. Is there now pending any legal, administrative actions or proceedings against you? Have you ever entered a plea of guilty or nolo contendere to, or been convicted of a felony or a misdemeanor; other than a traffic violation, involving fraud, misrepresentation or deceit?  
Yes \_\_\_\_\_ No \_\_\_\_\_ *(If yes, furnish details. Attach extra sheets if necessary.)*

\_\_\_\_\_  
\_\_\_\_\_

Notary Public

Before me, the undersigned, personally appeared and being first duly sworn states that the applicant has executed this application this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and acknowledges that applicant is duly authorized to execute the application, and that all statements and representations made are true and correct to the best of applicant's knowledge and belief, and that all statements and supporting schedules are made for the purpose of inducing the Administrator of the Department of Consumer Credit of the State of Oklahoma to grant said application.

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Name of Additional Applicant

\_\_\_\_\_  
Signature of Additional Applicant

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
My Commission Expires

**OKLAHOMA DEPARTMENT OF CONSUMER CREDIT  
EXAMINATION & RECORD KEEPING INFORMATION**

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The applicant/licensee requests approval to keep records outside Oklahoma and/or keep such records in electronic or other forms of reproduction as authorized under the Oklahoma Deferred Deposit Lending Act Section 3114 of Title 59, Chapter 57; and Oklahoma Administrative Code Title 160, Chapter 70, 160:70-7-1. **It is understood that, without the prior written approval of the request by the Administrator of the Department of Consumer Credit, hardcopies of records must be maintained within Oklahoma and made available for examination at an office in Oklahoma.**

Name of Applicant/Licensee: \_\_\_\_\_ License No.: \_\_\_\_\_

Main office address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Contact person for questions on this request: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Location where you intend to keep records (if different from above)

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

**RECORDS TO BE MAINTAINED IN A FORM OTHER THAN HARDCOPY**

The applicant/licensee requests approval to record, copy or reproduce books, accounts and records in photographic, electronic or any form other than a hardcopy and will provide equipment necessary to access records for the purpose of an examination.

Describe how books, accounts and records will be maintained. \_\_\_\_\_

\_\_\_\_\_

Describe how books, accounts and records will be made accessible to the Department for the purpose of an examination.

\_\_\_\_\_

\_\_\_\_\_

## LOCATION OF EXAMINATION

---

The applicant/licensee requests approval to maintain books, accounts and records outside Oklahoma. In order to facilitate a full examination of this license \_\_\_\_\_ hereby agrees to pay the expenses of the Administrator's representative(s) in conducting an examination of your books and records pertaining to loans made in Oklahoma.

The Department expects the applicant/licensee to pay the reasonable and necessary expenses for the Administrator or representative(s) to examine them at the place where they are maintained.

The above expenses are understood to be in addition to the \$500.00 (FIVE HUNDRED DOLLARS) minimum examination fee.

It is further understood that this agreement is being made so that \_\_\_\_\_ may keep records at a location outside the State of Oklahoma.

Contact person at location: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Office hours: \_\_\_\_\_

Describe space available for examination: \_\_\_\_\_

---

## CERTIFICATION

I, \_\_\_\_\_, a duly authorized officer of  
Name and Title

\_\_\_\_\_  
Applicant/Licensee

agree to maintain the books, records and accounts of the applicant/licensee in compliance with this record keeping request, which is submitted to the Oklahoma Department of Consumer Credit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***Terms of Use  
Applicable to Each  
Agreement for Services  
With Each Licensed Deferred Deposit Lender (“DDL”)  
in the State of Oklahoma***

*(As in effect June 2004)*

***This document and its terms apply, and are incorporated by reference into, each Agreement for Services (“Agreement”), as approved by the Oklahoma Department of Consumer Credit (the “Department”), by and between a licensed Deferred Deposit Lender in the State of Oklahoma (“DDL”) and Veritec Solutions, LLC, a Florida limited liability company (“Veritec”). Each capitalized term appearing in this document and not otherwise defined shall have the meaning ascribed to such term in the applicable Agreement.***

1. Client agrees and has signed the Agreement for Services with Veritec to utilize the Database to assist Client with maintaining compliance with the DDL Laws. Client will review and understand the requirements documents published by Veritec via the Site that describe the process and transaction guidelines for both direct interface and web users of the Database.
2. Client is responsible for use of the Database in a manner that is in compliance with the DDL Laws. Client agrees that for every entry submitted for processing, the Client has obtained authorization from the individual customer of Client consistent with DDL Laws. Unauthorized entry submissions may result in restriction of access to or termination from the Database as approved by the Department.
3. Client assumes the sole responsibility for submitting updates to the Database in a timely manner as required to maintain compliance with the DDL Laws. Specifically, Client agrees to update the Database in a timely manner based on the following events as prescribed by DDL Laws:
  - Booking of a new deferred deposit loan transaction.
  - Providing a payment plan option as required by DDL Laws.
  - Closing or completion of a deferred deposit loan transaction in accordance with DDL Laws.
  - Updating of a deferred deposit loan transaction in accordance with DDL Law including, but not limited to, the indication of a returned check and / or ACH transaction.
4. Client agrees that Veritec may update the Database should the Client fail to update the Database in compliance with the DDL Laws. Upon termination of this Agreement, Veritec may update the Database as approved by the Department including Closing of all Client transactions.
5. Client agrees to cooperate in a reasonable manner with Veritec for handling customer disputes regarding the status of customer deferred deposit transactions conducted with the Client.
6. Client grants permission to Veritec to provide Client information to the Department or any department or agency of the State of Oklahoma, as required by DDL Laws or legally required by the State of Oklahoma.

7. Client is responsible for their own access to the Internet for use of the Services.
8. Client shall designate to Veritec a primary and back-up security administrator to assign and maintain employee user identification and passwords to authorized Client employees to register transactions on the Database, maintain Client information on the website and database, and ensure the accuracy of Database transaction information, including that the user identification and password for the employee are associated with the appropriate location from which the transaction is conducted. The only identification and password that will be administered by Veritec are those of Client's security administrators.
  - a. If the security administrator needs to be changed or a new security administrator designated, Client shall request those changes from Veritec;
  - b. If the security administrator forgets the password, Client shall request that Veritec reset the password;
9. Client assumes sole responsibility for set-up and security of their own personnel as users of the Database.
10. Upon being given notice by Veritec of the Database being available to register existing open transactions, Client shall accurately enter all information required by DDL Laws regarding each transaction entered into on or after the effective date of the DDL Laws; and thereafter, Client shall accurately enter all new deferred presentment transactions into the database in accordance with DDL Laws.
11. If Client has agreed to an electronic automated debit and collection program for Service fees, Client has executed an ACH Authorization Agreement that contains an authorization to debit and credit Client's depository institution account OR Client has agreed to timely submit payment via electronic funds transfer or other electronic means as approved by Veritec.
12. In the event that Client is unable to access the Database and the Database is otherwise generally available to other licensees, Client shall adhere to the following procedures:
  - a. The Client shall confirm that the Database remains unavailable by attempting to access the Database with every person seeking a new deferred deposit transaction unless they have been notified via electronic mail by Veritec of an expected period of time necessary to correct whatever problem is causing the Database to remain unavailable;
  - b. The provider shall then contact Veritec's toll-free customer care center or voice response system to obtain a temporary transaction authorization number directly from Veritec; and
  - c. Within 24 hours of (i) obtaining the temporary transaction authorization number from Veritec and (ii) restoring Client access to the Database, the Client shall accurately enter the remaining transactional data into the Database.
13. In the event that either the Department or Veritec notifies the Client that the Database is unavailable and that all alternative methods for registering a transaction and receiving a transaction authorization number are also unavailable:
  - a. The Client shall be authorized to conduct transactions during the specific period of unavailability, after receiving written authorization, via electronic mail or facsimile from either the Department or Veritec with the Department's consent.
  - b. Copies of the written authorization for any transactions conducted during such a period of unavailability must be maintained on file by Client.

c. Transactions created during a period of authorized unavailability must be registered with the Database within 24 hours of notification by Veritec, that the Database is available; provided, however, that if the Database is unavailable for more than 24 hours, then the period for registration shall be extended by 24 hours for each additional 24-hour period of unavailability.

**14.** Once the transaction has been registered with the Database, the transaction number assigned to that transaction must be placed on the Client's record copy of the deferred deposit agreement signed by the drawer for that transaction. If the drawer requests that transaction number at any time, the Client must provide it to the drawer.

**Client**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Oklahoma DDL Agreement for Database Services

This Agreement for Services (“Agreement”), as approved by the Oklahoma Department of Consumer Credit (the “Department”), is effective as of the Effective Date (as defined in Section 2), by and between

---

Client Legal Name (please print)

---

Client Address Line 1 (please print)

---

Client Address Line 2 (please print)

---

Client City, State, Zip (please print)

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Entity Type and State of Organization (if applicable)

(“Client”), a licensed Deferred Deposit Lender in the State of Oklahoma (“DDL”), and Veritec Solutions, LLC, a Florida limited liability company (“Veritec”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Veritec agree as follows:

1. **BACKGROUND.** The provision of certain financial services by Client is regulated by the Department, and governed in part by Title 59, Sections 3101 - 3118, Oklahoma Statutes, and by rules and regulations promulgated thereunder by the Department (collectively, the “DDL Laws”). The DDL Laws provide that the Department shall implement a common statewide database (the “Database”) with real-time access through an Internet connection for DDLs. Veritec has been designated and approved by the Department as the “private database vendor” as defined under the DDL Laws. Veritec has entered into an agreement with the Department (the “DOCC Agreement”) relating to such designation. Veritec and Client desire to enter into this Agreement as contemplated by the DDL Laws.
2. **DESCRIPTION OF SERVICES.** Beginning on the later of (a) the first date as of which Veritec and the DDL have signed this Agreement, or (b) the date Veritec commences services to DDLs under the DDL Laws (the “Effective Date”), Veritec will provide to Client all services required under the DDL Laws and the DOCC Agreement (collectively, the “Services”). Access to the Database and other Services shall be provided primarily through access to a website (the “Site”) with the URL and domain name [www.okddl.com](http://www.okddl.com), to be implemented and maintained by Veritec. Veritec shall maintain on the Site a posting of a statement of Terms of Use (the “Terms of Use”) applicable to the Site and the Services. A copy of the Terms of Use has been provided to Client prior to Client’s execution of this Agreement, and Client has read and understands the Terms of Use. The Terms of Use have been approved by the Department and may be changed by Veritec at any time and from time to time as necessary to ensure that the Terms of Use do not conflict with or violate any of the DDL Laws. Notice of any such change shall be provided to Client via posting on the Site at least thirty (30) days prior to the effectiveness of such change, unless directed otherwise by the Department. The Terms of Use, as in effect now and from time to time, are incorporated in and made a part of this Agreement, the same as if fully set forth herein.
3. **PAYMENT FOR SERVICES.**
  - a. **Fee Schedule.** Veritec shall maintain on the Site a posting of a schedule of fees (the “Fee Schedule”) applicable to the Services. A copy of the Fee Schedule has been provided to Client prior to Client’s execution of this Agreement, and Client has read and understands the Fee Schedule. The Fee Schedule has been approved by the Department and may be changed by Veritec at any time and from time to time as necessary to ensure that the Fee Schedule does not conflict with or violate any of the DDL Laws. Notice of any such change shall be provided to Client via posting on the Site at least thirty (30) days prior to the effectiveness of

## Oklahoma DDL Agreement for Database Services

such change, unless directed otherwise by the Department. The Fee Schedule, as in effect now and from time to time, is incorporated in and made a part of this Agreement, the same as if fully set forth herein.

- b. **Payment.** As consideration for the Services, Client shall promptly pay to Veritec, on a monthly basis, all fees and charges due in accordance with the Fee Schedule.
  - c. **Invoices.** Veritec will provide Client with a monthly invoice via the Site and a copy, or notice, of the invoice via electronic mail for each Client approved billing entity detailing volumes, prices and charges by location no later than the 10th day of the month following the monthly billing period. Client is responsible for accessing these invoices via the Site or reviewing the electronic mail in a timely manner. Each invoice is due by the 20<sup>th</sup> day of the month following the monthly billing period.
  - d. **Late Payments and Collection.** Invoices not paid by the last business day of the month shall be charged a late fee of 1.5 percent per month on the outstanding balance plus any accrued late fees. Upon failure to timely pay any invoice, Veritec may, following a minimum of ten (10) days written notice to Client, restrict or terminate any Services provided to the Client as approved by the Department. The process for restriction or termination of services is accessible to authorized users via the Site. Client acknowledges that restricting or terminating access to Services may render Client ineligible to conduct business under the DDL Laws.
4. **TERM.** This Agreement commences upon the Effective Date and shall remain in effect until i) termination of Client's status as a DDL licensed by the Department, iii) Client chooses to utilize another vendor that is approved by the Department pursuant to the DDL Laws, or iii) Veritec terminates this Agreement in accordance with the terms of this Agreement.
  5. **DATA TRANSMISSION.** Veritec assumes no liability for loss of data or other information unless and except to the extent such loss is caused by the negligence or wrongful act of Veritec. Client shall maintain and retain backup copies of all data and other information relating to data and information submitted by Client to Veritec.
  6. **INFORMATION SECURITY AND CONFIDENTIALITY.** Veritec will take commercially reasonable steps to maintain and protect Client's data in a manner that is consistent with applicable law, industry practices and Veritec's Privacy Policy, subject to relevant law or court order. Veritec acknowledges that all data received from Client, including but not limited to customer lists and transaction data, is the property of Client and may contain consumer's non-public personal information. Client authorizes Veritec to use such information for purposes contemplated by this Agreement and the DDL Laws. Veritec shall maintain an appropriate disaster recovery plan, which shall include, but not be limited to, redundant systems and at least daily back-ups of the Database and the Client data. Veritec must have use of data for purposes consistent with DDL Law. Veritec will not sell the information, use it for marketing purposes or otherwise use it beyond the requirements of the DDL Laws. Veritec's Privacy Policy, as approved by the Department, will be available to Client on the Site. All data and information may be provided to employees, directors, officers, managers, agents and authorized representatives of Veritec, its affiliates and independent contractors in connection with the performance of any part of the Services furnished under this Agreement; provided that each such party agrees to abide by the terms of this paragraph regarding the security and protection of Client's data.
  7. **INDEMNIFICATION.** Subject to Section 9, Client agrees to indemnify and hold harmless Veritec, its affiliates, their independent contractors, and their respective employees, directors, officers, managers, agents and authorized representatives (the "Veritec Indemnitees"), from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against any Veritec Indemnitees on account of the actual or alleged acts or omissions of Client and/or Client's employees, agents, or representatives, including breach of contract, violation of law,

## Oklahoma DDL Agreement for Database Services

gross negligence, and any actions not in compliance with DDL Laws.

Subject to Section 9, Veritec agrees to indemnify and hold Client, its affiliates, their independent contractors and each of their respective employees, directors, officers, members, managers, shareholders, agents and authorized representatives (the "Client Indemnitees") harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against any Client Indemnitees on account of the actual or alleged acts or omissions of Veritec and/or Veritec's employees, agents, or representatives, including breach of contract, violation of law, gross negligence, and any actions not in compliance with DDL Laws.

8. **NO WARRANTY UNLESS STATED.** Except as specifically set forth in this Agreement, Veritec does not make, and hereby disclaims, any and all express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, noninfringement, title, and any warranties arising from a course of dealing, usage, or trade practice. Veritec does not warrant that Services will be uninterrupted, error-free, or completely secure; provided, however, that Veritec shall use its commercially reasonable best efforts to deliver uninterrupted, error-free and secure Services to Client.
9. **REMEDIES.** Any monetary default by Client, including a failure to timely pay an invoice, shall be sufficient cause for Veritec to terminate the enrollment of the Client as set forth in paragraph 3 above. If in any calendar month Veritec fails to meet its obligations under this Agreement, including Database availability requirements of ninety-nine (99) percent uptime for a calendar month excluding scheduled maintenance, Client will be entitled to two weeks of free Service during one of the next two months following the occurrence, or repayment of any fees paid by the Client, at the discretion of Veritec, provided however, that regardless of the number, nature or extent of failures in a calendar month, in no event shall Client be entitled to any other payment or any other free services. In lieu of the preceding sentence, if there shall occur during any calendar month (the "Current Month") three (3) or more "Down Days" (as defined below), then, in the subsequent calendar month, Client will be entitled to two free days of service for each Down Day occurring in the Current Month, not to exceed fourteen days of free service regardless of the number of Down Days during the Current Month. For the purposes of this paragraph, "Down Day" means a calendar day during which the Database is unavailable for more than an aggregate of 60 minutes (whether or not consecutive) during such calendar day, excluding scheduled maintenance. By the 10<sup>th</sup> day of each month, Veritec shall provide Client access to a report via the Site, or another specified URL, showing all downtime during the previous month, setting forth the reasons for such down-time and describing the steps Veritec has taken and intends to take to correct the problem.

At no time shall the aggregate amount payable by Veritec or Client with respect to any one or more claims for indemnification under Section 7, any one or more claims for breach or wrongful act, or any one or more other claims under or with respect to this Agreement, exceed the aggregate amount actually paid by Client to Veritec during the then preceding twelve (12) months. The parties expressly disclaim and agree not to seek any consequential, punitive, special or exemplary damages.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed as written, construed and enforceable as so limited.
12. **AMENDMENT.** This Agreement may be modified or amended in writing, if the party obligated

## Oklahoma DDL Agreement for Database Services

under the amendment signs the writing.

13. **ARBITRATION.** The parties shall submit all disputes arising under or related to this Agreement to binding arbitration according to the then prevailing rules and procedures of the American Arbitration Association. Oklahoma law shall govern the rights and obligations of the parties with respect to the matters in controversy. One arbitrator shall be named by the person demanding to submit the dispute to arbitration, a second shall be named by the person against whom the claim is made, and a third arbitrator shall be named by the two arbitrators so chosen. In the event that the third arbitrator is not agreed upon, he or she shall be named by the American Arbitration Association. The parties shall name the arbitrators within ten (10) days after notice of intent to arbitrate has been given. Arbitration proceedings shall be conducted according to the Commercial Rules of the American Arbitration Association. The decision of the arbitrators shall be binding and conclusive, and judgment upon the award or decision of the arbitrators may be entered in the appropriate federal or state courts of law in the State of Oklahoma, and the parties consent to the exclusive jurisdiction of such courts and further agree that any process or notice of motion or other application to the court or a judge thereof may be served both within and without the State of Oklahoma by certified or registered mail, return receipt requested, first class, postage prepaid, or by personal service, provided a reasonable time for appearance is allowed. The costs and expenses of such arbitration hereunder and their apportionment between the parties shall be determined by the arbitrators in their award or decision.
14. **WAIVER OF TRIAL.** The parties agree that they both waive any right to a trial with respect to any dispute arising from or relating to this Agreement.
15. **CHOICE OF LAW.** The laws of the State of Oklahoma shall govern this Agreement. The parties agree to Oklahoma City, Oklahoma as the exclusive venue for resolution of all disputes.
16. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
17. **ASSIGNMENT.** Client may not assign or transfer this Agreement without prior written consent of Veritec, which consent shall not be unreasonably withheld. Veritec may assign any part or all of its rights and delegate any part or all of its obligations under this Agreement to any person assuming a part, or all, of Veritec's duties hereunder as approved by the Department.

### Client

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Veritec

Name: Thomas H Reinheimer Title: Chief Executive Officer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***ACH Authorization/Enrollment Form  
Applicable to Each Agreement for Services  
With Each Licensed Deferred Deposit Lender (“DDL”)  
in the State of Oklahoma)***

*(As in effect April 2004)*

Note: The document and its terms apply, and are incorporated by reference into, each Agreement for Services (“Agreement”), as approved by the Oklahoma Department of Consumer Credit (the “Department”), by and between a licensed Deferred Deposit Lender in the State of Oklahoma (“DDL”) and Veritec Solutions, LLC, a Florida limited liability company (“Veritec”). Each capitalized term appearing in this document and not otherwise defined shall have the meaning ascribed to such term in the applicable Agreement.

\_\_\_\_\_  
CLIENT FEDERAL ID

\_\_\_\_\_  
CLIENT NAME (Please Print)

(      )  
\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
CLIENT ADDRESS (Please Print)

The above named Client hereby contracts for Services in relation to the Database. In accordance with the Agreement, Client does hereby authorize Veritec, and/or its authorized agents, to initiate credit/debit entries for payment of moneys owed to Veritec by Client for the Services, and to adjust credits/debits as necessary for entries made in error to Client account. All such entries shall be made to the account indicated below and depository (bank) named below is hereby authorized to debit and/or credit the same from or to said account.

\_\_\_\_\_  
CLIENT BANK

\_\_\_\_\_  
BRANCH

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
BANK ROUTING NUMBER / ACCOUNT # / ACCOUNT TYPE (Checking or Savings)

This authority is to remain in full force and effect until Client has provided written authorization to Veritec for its termination at such time and in such manner as to afford its agent and Depository a reasonable opportunity to act on it (10 days). Client and the undersigned represent and warrant that the undersigned is authorized and empowered to execute this authorization for the purpose specified herein.

CLIENT

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**Attach voided Check**