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September 20, 2023

Jamie A. Schafer
David B. Massey
Perkins Coie LLP
700 Thirteenth Street, N.W., Suite 800
Washington, DC 20005-3960
JSchafer@perkinscoie.com

Re: *Oregon Tool, Inc.*
Non-Prosecution Agreement

Dear Counsel:

1. The United States Attorney's Office for the District of Oregon (the "USAO") and Oregon Tool, Inc. (the "Company"), a corporation organized under the laws of Delaware and headquartered in Oregon, and which at all relevant times was known as Blount, Inc. ("Blount"), pursuant to the authority granted by its Board of Directors, enter into this Non-Prosecution Agreement ("Agreement"). On the understandings specified below, the USAO will not criminally prosecute the Company or any of its parents, subsidiaries or affiliates for any crimes relating to any of the conduct described in the Statement of Facts attached hereto as Attachment A including Aiding and Abetting an Unlicensed Money Transmitting Business, in violation of 18 U.S.C. §§ 1960 and 2. To the extent there is conduct that is not set forth in the attached Statement of Facts or has not otherwise been disclosed by the Company to the USAO, such conduct will not be exempt from prosecution and is not within the scope of or relevant to this Agreement.

2. The USAO enters into this Agreement based on the individual facts and circumstances presented by this case and the Company, including:

- (a) the nature and seriousness of the offense conduct that, among other things, involved receiving payments for products sold to two Nigerian distributors from 2014 to 2020 under circumstances in which employees of Blount were aware that the payments were transmitted to Blount through unlicensed money services businesses, and is further described in the Statement of Facts;
- (b) upon learning of the investigation by the USAO and Federal Bureau of Investigation ("FBI"), the Company conducted an internal investigation and

voluntarily disclosed to the USAO aspects of the conduct that forms the basis for this Agreement;

- (c) the Company received full cooperation credit for its cooperation with the USAO's investigation, including providing non-privileged facts relating to individual involvement in the conduct described in the Statement of Facts attached hereto as Attachment A and conduct disclosed to the USAO prior to the Agreement;
- (d) the Company engaged in extensive remedial measures, including terminating both of the Nigerian distributors, adopting global anti-money laundering controls, including prohibitions on third-party payments, an anti-money laundering policy, a personal device/third party messaging application policy, and enhanced training;
- (e) the Company has committed to continue to enhance its compliance program and internal controls, including ensuring that its compliance program satisfies the minimum elements set forth in Attachment B to this Agreement;
- (f) based on the Company's remediation and the turnover in executive management, the USAO determined that an independent compliance monitor is unnecessary;
- (g) the Company has no prior criminal history; and
- (h) the Company has agreed to continue to cooperate with the USAO in any ongoing investigation of the conduct of the Company and its officers, directors, employees, agents, business partners, and consultants relating to violations of U.S. fraud, money laundering and unlicensed money remittance laws.

3. Accordingly, after considering (a) through (h) in paragraph 2 above, the USAO has determined that the appropriate resolution of this case is a non-prosecution agreement with the Company and a civil forfeiture payment by the Company in the amount of \$1,724,802.75.

4. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of Blount's officers, directors, employees, and agents as set forth in the Statement of Facts attached hereto as Attachment A and incorporated by reference into this Agreement, and that the facts described in Attachment A are true and accurate. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the Statement of Facts attached hereto as Attachment A. The Company agrees that if it, its parent company, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult the USAO to determine (a) whether the text of the release or proposed statements at the

press conference are true and accurate with respect to matters between the USAO and the Company; and (b) whether the USAO has any objection to the release.

5. The Company's obligations under this Agreement shall have a term of one year from the date on which the Agreement is executed (the "Term of the Agreement"), with the exception of its obligations under paragraph 6(e) below, which shall continue until the completion of the civil asset forfeiture case described in paragraph 9 and the distribution of forfeited funds to verified victims as determined by the government.

6. The Company shall cooperate fully with the USAO in any and all matters relating to the conduct described in this Agreement and Attachment A and other conduct under investigation by the USAO and FBI relating to possible violations of money laundering or money transmission laws at any time during the Term of the Agreement, subject to applicable law and regulations, including data privacy and national security laws, until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the Term of the Agreement. The Company agrees that its cooperation shall include, but not be limited to, the following:

- (a) The Company shall timely and truthfully disclose all factual information not protected by a valid claim of attorney-client privilege or work product doctrine with respect to its activities, those of its parent company and affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which the Company has any knowledge or about which the USAO may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the USAO, upon request, any document, record or other tangible evidence about which the USAO may inquire of the Company.
- (b) Upon request of the USAO, the Company shall designate knowledgeable employees, agents or attorneys to provide to the USAO the information and materials described above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.
- (c) The Company shall use its best efforts to make available for interviews or testimony, as requested by the USAO, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

- (d) With respect to any information, testimony, documents, records or other tangible evidence provided to the USAO pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable law and regulations, to other governmental authorities, including United States authorities of such materials as the USAO, in its sole discretion, shall deem appropriate.
- (e) Upon request of the USAO, the Company shall provide information in its possession in order to verify the information provided in the anticipated victim petitions related to the civil forfeiture action described in paragraph 9 below, including confirming the victims' identities and payment amounts.

7. In addition, during the Term of the Agreement, should the Company learn of credible evidence or allegations of conduct that is similar to conduct described in this Agreement and Attachment A, the Company shall promptly report such evidence or allegations to the USAO. No later than thirty days after the expiration of the Term of the Agreement, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the USAO that the Company has met its disclosure obligations pursuant to this Agreement. Such certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001.

8. The Company represents that it is working to implement a compliance and ethics program designed to prevent and detect violations of U.S. fraud, money laundering and unlicensed money remittance laws throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include accepting payments from and communicating with distributors, including, but not limited to, the minimum elements set forth in Attachment B.

9. The Company agrees to forfeit the amount of \$1,724,802.75 to the United States Marshals Service via cashier's check or wire transfer no later than forty-five business days after the Agreement is fully executed. The Company acknowledges that this payment represents property, real or personal, involved in transactions in violation of 18 U.S.C. § 1960 as set forth in this Agreement and Statement of Facts. The Company further understands that the government will file a civil forfeiture case against the \$1,724,802.75, and that the government will ask the Court to treat the \$1,724,802.75 as the actual traceable proceeds of the 18 U.S.C. § 1960 violations set forth in this Agreement and Statement of Facts. The Company agrees that it will not file a claim in, or otherwise oppose, that civil forfeiture case or assist any others with filing a claim in that case. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of this amount. The Company shall not seek or accept directly or indirectly reimbursement or indemnification from any source with regard to the forfeited amount that the Company pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in Attachment A. Aside from the assistance related to victim petitions as described in paragraph 6(e) above, the Company agrees it

will play no role with regard to the distribution of any portion of the \$1,724,802.75 to victims, and that all such distributions will be at the sole discretion of the government.

10. The USAO agrees, except as provided herein, that it will not bring any criminal or civil case against the Company relating to any of the conduct described in the Statement of Facts, attached hereto as Attachment A. The USAO, however, may use any information related to the conduct described in the attached Statement of Facts against the Company: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code. This Agreement does not provide any protection against prosecution for any future conduct by the Company. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company.

11. If, during the Term of the Agreement, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) fails to cooperate as set forth in this Agreement; (d) fails to implement a compliance program as set forth in this Agreement and Attachment B; (e) otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, regardless of whether the USAO becomes aware of such a breach after the Term of the Agreement is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the USAO has knowledge, including, but not limited to, the conduct described in the attached Statement of Facts, which may be pursued by the USAO in the U.S. District Court for the District of Oregon or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the USAO's sole discretion. Any such prosecution may be premised on information provided by the Company or its personnel. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the USAO prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the USAO is made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

12. In the event the USAO determines that the Company has breached this Agreement, the USAO agrees to provide the Company with written notice prior to instituting any prosecution

resulting from such breach. Within thirty days of receipt of such notice, the Company shall have the opportunity to respond to the USAO in writing to explain the nature and circumstances of the breach, as well as the actions the Company has taken to address and remediate the situation, which the USAO shall consider in determining whether to pursue prosecution of the Company.

13. In the event that the USAO determines that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the USAO or to the Court, including the attached Statement of Facts, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the USAO against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the USAO.

14. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term of the Agreement, it undertakes any change in corporate form, including if it sells, merges, or transfers a substantial portion of its business operations as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The Company shall provide notice to the USAO at least thirty days prior to undertaking any such sale, merger, transfer, or other change in corporate form, including dissolution, in order to give the USAO an opportunity to determine if such change in corporate form would impact the terms or obligations of the Agreement.

15. This Agreement is binding on the Company and the USAO but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the USAO will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company. This Agreement does not provide any protection against prosecution for any future conduct by the Company or any of its present or former parents or subsidiaries. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company or any of its present or former parents or subsidiaries.

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Re: Oregon Tool, Inc. Non-Prosecution Agreement
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16. It is further understood that the Company and the USAO may disclose this Agreement to the public.

17. This Agreement sets forth all the terms of the agreement between the Company and the USAO. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the USAO, the attorneys for the Company, and a duly authorized representative of the Company.

Sincerely,

NATALIE K. WIGHT
United States Attorney

/s/ William M. Narus

WILLIAM M. NARUS
QUINN P. HARRINGTON
Assistant United States Attorneys

AGREED AND CONSENTED TO:

Oregon Tool, Inc.

Date: 9/27/23

BY:



ELLIOT ZIMMER
Chief Executive Officer
Oregon Tool, Inc.

Date: 9/27/23

BY:



JAMIE A. SCHAFER
DAVID B. MASSEY
Perkins Coie LLP

Attachment A

Statement of Facts

The following Statement of Facts and four exhibits are incorporated by reference as part of the non-prosecution agreement (the “Agreement”) between the United States Attorney’s Office for the District of Oregon (the “USAO”) and Oregon Tool, Inc. (the “Company”), which at all relevant times was known as Blount, Inc. (“Blount”). The Company hereby agrees and stipulates that the following information is true and accurate. The Company admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below:

The Federal Bureau of Investigation (“FBI”) opened an investigation in December 2019 of a criminal organization based in Nigeria that operated several online fraud schemes, including romance scams, targeting elderly women in the United States.

Over the course of the investigation, the FBI identified a Nigeria-based black market currency exchange network that offered U.S. dollar deposits into U.S.-based bank accounts in exchange for Nigerian currency. The currency exchange affected interstate and foreign commerce and was not licensed to operate a money transmitting business by the State of Oregon or registered pursuant to 31 U.S.C. § 5330. Blount’s two Nigerian distributors (hereafter “Distributor 1” and “Distributor 2”) used this unlicensed money transmitting business during periods from 2012 to 2020 to convert Naira to U.S. dollars which were used to pay Blount.

Distributor 1

In March 2012, the U.S. Secret Service notified Blount’s then-General Counsel (the “General Counsel”) that the agency was preparing to seize Distributor 1’s bank account. In February 2014, in response to a request from the General Counsel, the U.S. Secret Service sent the

complaint that had been filed and notified the General Counsel that Distributor 1's bank account was seized because it was alleged to be funded primarily by fraud and that the proceeds of such fraud were used to pay Blount.

From November 2016 to December 2017, Blount received deposits totaling \$974,954 to its bank account from several sources other than Distributor 1 that were used to pay Distributor 1's invoices. These sources included individuals (many of whom the FBI assesses were women over age 60), business LLCs, and anonymous cash depositors. The deposits originated from either anonymous sources or sources with no logical business relationship or established history with Distributor 1 or Blount. The deposits originated from several U.S. states unrelated to Distributor 1's operations. Some of the deposits included memos inconsistent with a payment for Blount's goods, including "loan repayment" and a reference to a person's name who is not affiliated with Blount or any distributor, and were in varied round dollar amounts from \$200 to \$200,000. During this period, employees of Blount to include senior executives were made aware of additional allegations of fraud, as detailed below. None of those senior executives is currently with the Company.

In November 2016, a Blount Regional Manager wrote in an email to eight Blount employees that Distributor 1 was obtaining U.S. dollars on the "black market" so Distributor 1 can pay as fast as possible.

In August 2017, the Dekalb County (Illinois) Sheriff's Office notified Blount's then-Chief Financial Officer (the "Chief Financial Officer") of deposits into Blount's bank account totaling \$72,900 from a fraud victim that occurred in early 2017.

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In August 2017, a Senior Credit Analyst at Blount learned that two deposits totaling \$40,700 were made by a person who believed the person was purchasing artwork for someone the person had met on a dating website.

Following the notification from the Dekalb County (Illinois) Sheriff's Office, Blount began reviewing the deposits received on behalf of Distributor 1 and implemented a policy of not crediting Distributor 1 with payments received beginning on August 16, 2017. In September 2017, Blount executives including the General Counsel and Chief Financial Officer reviewed deposits on behalf of Distributor 1, identified several unusual depositors, and questioned Distributor 1 about the origin of the deposits. Distributor 1 responded that, in order to obtain U.S. dollars, it had to "source foreign exchange from the black market, and other possible sources outside Nigeria."

In late 2017, a Credit Manager at Blount compiled a spreadsheet of "Suspect Payments" benefiting Distributor 1 totaling \$862,085. The spreadsheet included a \$131,000 deposit from a person in Beaverton, Oregon in June 2017. The FBI learned this person made the deposit at the request of someone she met on a dating website. The FBI learned several other people on the list reported being the victim of similar fraud schemes.

Based on its review of the prior deposits made on behalf of Distributor 1, in September 2017, Blount required Distributor 1 to (1) only provide payment from accounts regarding which Distributor 1 or its owner was verified as a signatory by the relevant bank; and (2) recertify compliance with Blount's Code of Conduct. In addition, Blount informed Distributor 1 that it would return wired transfer funds received since August 16, 2017.

In February 2018, a U.S. bank notified Blount that an elderly fraud victim had deposited \$200,000 directly into Blount's account in August 2017.

In March 2018, Blount returned \$40,700 to a depositor. In April 2018, Blount returned \$200,000 to a depositor. Deposits totaling **\$724,254** linked to suspect sources noted above, including the two deposits totaling \$72,900 that the Dekalb County Sheriff's Office told a Blount executive originated from a fraud victim and the \$131,000 deposit from a person in Beaverton, were not returned. *See Exhibit 1.*

In about February 2018, Distributor 1 began to use a U.S.-based bank account under a different business name to pay Blount. Per Blount's new policy, Distributor 1 provided a letter from the bank administering the account confirming that Distributor 1 and/or its owner were signatories on the account. Unbeknownst to Blount at that time, this bank account was funded by individuals with no logical business relationship to Distributor 1 or Blount. Between July 2020 and October 2020, Distributor 1 received **\$139,000** from these sources, and the money was used to pay Blount. *See Exhibit 2.*

Distributor 2

Unbeknownst to Blount at the time, in April 2017, Distributor 2 began to receive payments to its U.S.-based bank account that the FBI has linked to fraud. Distributor 2 used this bank account to pay Blount. Between April 2017 and February 2018, Distributor 2 received payments totaling **\$652,548.75** from several individuals with an average age of approximately 68 years old. *See Exhibit 3.* None of the depositors had a logical business relationship to Blount or Distributor 2, and several reported being the victim of romance scams and other online fraud schemes. Blount was not made aware of the fraudulent origin of payments originating from Distributor 2 during this period.

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In June 2018, a weekly report distributed within Blount stated that Distributor 2 was having difficulties obtaining U.S. dollars and noted media reports of a strong increase in fraudulent payments from Nigeria.

In February 2020, Blount received ten deposits of \$19,975 each from Nigeria-based accounts that were used to pay for Distributor 2's invoices. Two of the deposits contained the memo, "for logistics and fairly used car payments."

In February 2020, Blount's Chief Accounting Officer (the "Chief Accounting Officer") was told of deposits to Blount from unusual sources, some of which included deposit memos for used car payments. The Chief Accounting Officer was told the deposits were from individuals, not Distributor 2, had odd payment instructions, and that this was the same pattern Blount had previously encountered with Distributor 1.

From May to June 2020, Blount received **\$209,000** from several sources other than Distributor 2 that were used to pay Distributor 2's invoices. *See Exhibit 4.* These sources included 39 money orders over two days in mostly \$1,000 and \$900 amounts, anonymous cash deposits, and checks from individuals with no logical business relationship to Blount or Distributor 2. On several occasions, Distributor 2 sent an email to a Blount Credit Manager and Senior Credit Analyst with photographs of cashier's checks and confirmations to claim the payments.

In January 2022, the FBI notified the Company of its investigation involving the Company, among others. The FBI provided the Company information about its investigation including details of fraudulent deposits to Distributor 1's and Distributor 2's U.S.-based bank accounts.

In November 2021, the Company terminated its relationship with Distributor 2. In April 2022, the Company terminated its relationship with Distributor 1. In addition, the Company has

adopted and implemented a global Anti-Money Laundering policy restricting third-party payments along with required training of relevant personnel.

Attachment B

Corporate Compliance Program

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the prohibition on money laundering and aiding and abetting an unlicensed money transmitting business (collectively “anti-money laundering laws”), the Company agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to modify its compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective, risk-based anti-money laundering program that detects and prevents illicit activity; and (b) a rigorous anti-money laundering compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of 18 U.S.C. § 1960. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company’s existing internal controls, compliance code, policies, and procedures:

High-Level Commitment

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-money laundering laws, its compliance policies, and its Code of Conduct.

Policies and Procedures

2. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of anti-money laundering laws, which shall be memorialized in a written compliance policy or policies.

3. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the unlicensed money remittance, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the unlicensed money transmitting by personnel at all levels of the Company. These anti-money laundering policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Company in a foreign jurisdiction, including but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, “agents and business partners”). The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the company.

Periodic Risk-Based Review

4. The Company will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of the Company, in particular the money laundering risks facing the Company.

5. The Company shall review its anti-money laundering compliance policies and procedures no less than annually and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Proper Oversight and Independence

6. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company’s anti-money laundering compliance policies and procedures. Such corporate official(s) shall have the authority to report

directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Company's Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

Training and Guidance

7. The Company will implement mechanisms designed to ensure that its Code of Conduct and anti-money laundering compliance policies and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a money laundering risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such directors, officers, employees, agents, and business partners, certifying compliance with the training requirements.

8. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's anti-money laundering compliance policies and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

Internal Reporting and Investigation

9. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the anti-

money laundering laws or the Company's Code of Conduct or anti-money laundering compliance policies and procedures.

10. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-money laundering laws or the Company's anti-money laundering compliance policies and procedures.

Enforcement and Discipline

11. The Company will implement mechanisms designed to effectively enforce its Code of Conduct and anti-money laundering compliance policies and procedures, including appropriately incentivizing compliance and disciplining violations.

12. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-money laundering laws and the Company's Code of Conduct and anti-money laundering compliance policies and procedures by the Company's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, Code of Conduct, and compliance policies and procedures and making modifications necessary to ensure the overall anti-money laundering compliance program is effective.

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Third-Party Relationships

13. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

- a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;
- b. informing agents and business partners of the Company's commitment to abiding by anti-money laundering, and of the Company's Code of Conduct and anti-money laundering compliance policies and procedures; and
- c. seeking a reciprocal commitment from agents and business partners.

14. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-money laundering laws, which may, depending upon the circumstances, include: (a) anti-money laundering representations and undertakings relating to compliance with the anti-money laundering laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-money laundering laws, the Company's Code of Conduct or compliance policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

15. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on

potential new business entities, including appropriate anti-money laundering due diligence by legal, accounting, and compliance personnel.

16. The Company will ensure that the Company's Code of Conduct and compliance policies and procedures regarding the anti-money laundering laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 8 above on the anti-money laundering laws and the Company's compliance policies and procedures regarding anti-money laundering laws; and

b. where warranted, conduct an anti-money laundering specific audit of all newly acquired or merged businesses as quickly as practicable.

Monitoring and Testing

17. The Company will conduct periodic reviews and testing of its Code of Conduct and anti-money laundering compliance policies and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-money laundering laws and the Company's Code of Conduct and anti-money laundering compliance policies and procedures, taking into account relevant developments in the field and evolving international and industry standards.

Exhibit 1

Posted Date	Source	Receiving Account	Amount	Type	Location
11/2/2016	Identified Person 1	BOA - Acct 4003	\$ 45,000.00	Wire	Mediapolis, IA
11/10/2016	Identified Person 2	BOA - Acct 4003	\$ 11,000.00	Wire	Plymouth, MA
11/18/2016	Identified Business Entity 1	BOA - Acct 4003	\$ 65,950.00	Wire	New Hudson, MI
12/8/2016	Cash	BOA - Acct 4003	\$ 5,450.00	Cash	New York, NY
12/9/2016	Cash	BOA - Acct 4003	\$ 1,550.00	Cash	
12/9/2016	Identified Person 3	BOA - Acct 4003	\$ 5,000.00	Check	Baltimore, MD
12/9/2016	Cash	BOA - Acct 4003	\$ 7,000.00	Cash	Baltimore, MD
12/21/2016	Identified Person 4	BOA - Acct 4003	\$ 60,000.00	Wire	Sask., Cananda
12/21/2016	Cash	BOA - Acct 4003	\$ 5,000.00	Cash	Houston, TX
1/5/2017	Identified Person 5	BOA - Acct 4003	\$ 28,000.00	Wire	Bowie, MD
1/11/2017	Cash	BOA - Acct 4003	\$ 200.00	Cash	
1/30/2017	Cash	BOA - Acct 4003	\$ 7,600.00	Cash	Glendale, AZ
2/1/2017	Identified Person 6	BOA - Acct 4003	\$ 9,000.00	Check	Novi, MI
2/10/2017	Cash	BOA - Acct 4003	\$ 2,000.00	Cash	Brooklyn, NY
2/10/2017	Identified Person 7	BOA - Acct 4003	\$ 11,500.00	Wire	Avondale, AZ
2/13/2017	Cash	BOA - Acct 4003	\$ 5,000.00	Cash	Trenton, NJ
2/13/2017	Identified Person 6	BOA - Acct 4003	\$ 28,500.00	Check	Novi, MI
2/21/2017	Identified Person 8	BOA - Acct 4003	\$ 45,900.00	Wire	Hinckley, IL
3/6/2017	Identified Person 9	BOA - Acct 4003	\$ 13,000.00	Wire	Fort Collins, CO
3/14/2017	Identified Person 8	BOA - Acct 4003	\$ 27,000.00	Wire	Hinckley, IL
3/16/2017	Identified Business Entity 2	BOA - Acct 4003	\$ 25,500.00	Wire	Douglasville, GA
3/30/2017	Cash	BOA - Acct 4003	\$ 8,000.00	Cash	Baltimore, MD
3/30/2017	Cash	BOA - Acct 4003	\$ 5,000.00	Cash	Baltimore, MD
4/11/2017	Identified Business Entity 3	BOA - Acct 4003	\$ 17,500.00	Check	Houston, TX
5/12/2017	Identified Person 10	BOA - Acct 4003	\$ 57,000.00	Wire	Cartersville, GA
6/9/2017	Identified Person 11	BOA - Acct 4003	\$ 131,000.00	Wire	Beaverton, OR
6/16/2017	Cash	BOA - Acct 4003	\$ 9,700.00	Cash	Trenton, NJ
6/22/2017	Cash	BOA - Acct 4003	\$ 24,724.00	Cash	Baltimore, MD
6/23/2017	Cash	BOA - Acct 4003	\$ 9,500.00	Cash	Trenton, NJ
6/26/2017	Cash	BOA - Acct 4003	\$ 8,500.00	Cash	Trenton, NJ
7/18/2017	Identified Business Entity 4	BOA - Acct 4003	\$ 28,180.00	Check	Lake Wylie, SC
8/17/2017	Identified Person 12	BOA - Acct 4003	\$ 15,700.00	Wire	Fairbury, IL
8/21/2017	Identified Person 12	BOA - Acct 4003	\$ 25,000.00	Wire	Fairbury, IL
8/21/2017	Cash	BOA - Acct 4003	\$ 8,000.00	Cash	Fort Meyers, FL
8/21/2017	Cash	BOA - Acct 4003	\$ 8,000.00	Cash	Fort Meyers, FL
8/24/2017	Identified Person 13	BOA - Acct 4003	\$ 200,000.00	Credit	Groton, CT
12/20/2017	Identified Business Entity 5	BOA - Acct 4003	\$ 10,000.00	Check	Baltimore, MD

\$ 974,954.00

\$ (40,700.00) Funds Returned

\$ (200,000.00) Funds Returned

\$ (10,000.00) Funds Returned

\$ 724,254.00

Exhibit 2

Posted Date	Source	Receiving Account	Amount	Type	Location
7/9/2020	Identified Person 14	Santander - Savings 5119	\$ 30,000.00	Check	Ewing, NJ
7/17/2020	Identified Person 15	Santander - Savings 5119	\$ 40,000.00	Check	Lawrenceville, NJ
9/14/2020	Identified Person 16	Santander - Checking 9750	\$ 45,000.00	Check In	Ewing, NJ
9/23/2020	Identified Person 16	Santander - Checking 9750	\$ 12,000.00	Check In	Ewing, NJ
10/5/2020	Identified Person 16	Santander - Checking 9750	\$ 12,000.00	Check In	Ewing, NJ

\$ 139,000.00

Exhibit 3

Posted Date	Source	Receiving Account	Amount	Type	Location
4/14/2017	Identified Person 17	Wells Fargo Bank - Checking 8320	\$ 14,000.00	Cash	Reseda, CA
1/16/2018	Identified Person 18	Wells Fargo Bank - Checking 8320	\$ 14,500.00	Cash	Lindon, UT
1/16/2018	Identified Person 19	Wells Fargo Bank - Checking 8320	\$ 10,000.00	Cash	Salem, OR
1/16/2018	Identified Person 20	Wells Fargo Bank - Checking 8320	\$ 25,000.00	Wire	
1/17/2018	Identified Person 21	Wells Fargo Bank - Checking 8320	\$ 130,000.00	Check	Lehigh Acres, FL
1/17/2018	Identified Person 21	Wells Fargo Bank - Checking 8320	\$ 130,000.00	Check	Lehigh Acres, FL
1/17/2018	Identified Person 22	Wells Fargo Bank - Checking 8320	\$ 9,000.00	Wire	
1/18/2018	Identified Person 23	Wells Fargo Bank - Checking 8320	\$ 13,500.00	Cash	San Diego, CA
1/18/2018	Identified Person 24	Wells Fargo Bank - Checking 8320	\$ 45,000.00	Check	Cumming, GA
1/22/2018	Identified Person 25	Wells Fargo Bank - Checking 8320	\$ 5,500.00	Cash	Nashville, TN
2/12/2018	Identified Person 26	Capital One - Checking 6867	\$ 120,000.00	Wire	
2/20/2018	Identified Person 27	Capital One - Checking 6867	\$ 117,350.75	Wire	
2/22/2018	Identified Person 28	Capital One - Checking 6867	\$ 3,850.00	Wire	
2/27/2018	Identified Person 29	Capital One - Checking 6867	\$ 14,848.00	Wire	

\$ 652,548.75

Exhibit 4

Posted Date	Source	Receiving Account	Amount	Type	Location
5/18/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 900.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 900.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 900.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 900.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 900.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 900.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 900.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 900.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 900.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 900.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 900.00	Money Order	Elizabeth, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 500.00	Money Order	Roselle, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 500.00	Money Order	Roselle, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 500.00	Money Order	Roselle, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 500.00	Money Order	Roselle, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Roselle, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 500.00	Money Order	Roselle, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 900.00	Money Order	Roselle, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 800.00	Money Order	Roselle, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 280.00	Money Order	Roselle, NJ
5/18/2020	Money Order	BOA - Acct 4003	\$ 980.00	Money Order	Roselle, NJ
5/18/2020	Cash	BOA - Acct 4003	\$ 3,540.00	Cash	Roselle, NJ
5/19/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/19/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/19/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/19/2020	Money Order	BOA - Acct 4003	\$ 300.00	Money Order	Elizabeth, NJ
5/19/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/19/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/19/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/19/2020	Money Order	BOA - Acct 4003	\$ 1,000.00	Money Order	Elizabeth, NJ
5/19/2020	Cash	BOA - Acct 4003	\$ 2,700.00	Cash	Elizabeth, NJ
5/20/2020	Cashier's Check	BOA - Acct 4003	\$ 26,000.00	Check	New York, NY
5/20/2020	Identified Person 30	BOA - Acct 4003	\$ 9,500.00	Check	Duluth, GA
5/28/2020	Cashier's Check	BOA - Acct 4003	\$ 80,000.00	Check	New York, NY
6/1/2020	Identified Person 31	BOA - Acct 4003	\$ 28,500.00	Check	Suwanee, GA
6/15/2020	Identified Person 32	BOA - Acct 4003	\$ 25,000.00	Check	Cran. Town., PA

\$ 209,000.00