

# SETTLEMENT AGREEMENT AND CONSENT ORDER

CO-2025-0001

BLOCK, INC.

The States, listed in “Appendix A” attached to this Settlement Agreement and Consent Order (hereinafter referred to as the “Agreement” or “Order”), 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 Agreement.

**WHEREAS**, Block, Inc. (f/k/a Square, Inc.) (“Block”) is a Delaware corporation with its principal executive office in Oakland, California and assigned NMLS identifier number of 942933. Block is licensed as a money transmitter under the respective laws of each Participating State. Block operates the funds transfer platform called “Cash App.”

**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 Block in a collective and coordinated manner, working through the Multi-State MSB Examination Taskforce (“MMET”). The State Money Transmission Regulators and Block are collectively referred to herein as the (“Parties”).

**WHEREAS**, on or about May 15, 2023, the State Money Transmission Regulators commenced a multi-state examination (the “Multi-State Examination”) of Block covering the period of January 1, 2021, through March 31, 2023, to determine Block’s compliance with applicable State and Federal laws and regulations. The Multi-State Examination was conducted by the State Money Transmission Regulators of California, Colorado, Kentucky, Massachusetts, New Hampshire, Ohio, Texas, and Washington. The Multi-State Examination of Block was conducted 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”). The Joint Multi-State Report of Examination (“ROE”) was issued on November 6, 2023, and identified findings related to the adequacy of Block’s Bank Secrecy Act/Anti-Money Laundering Program (“AML Program”), including certain anti-money laundering matters that have allegedly occurred over this and past examination cycles. On or about December 6, 2023, Block provided its response to the ROE, including a summary of new controls put into place during and following the exam period to enhance its AML Program and further planned enhancements. Block has worked cooperatively with the State Money Transmission Regulators throughout the Multi-State Examination.

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

**WHEREAS**, the State Money Transmission Regulators have legal authority to initiate administrative actions based on the conduct alleged in the ROE.

**WHEREAS**, the intention of the State Money Transmission Regulators in issuing this Order is to resolve their concerns regarding Block’s AML Program and the violations identified in the ROE and in these recitals, and

to close the ROE 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 Block regarding any licensable activities outside the scope of this Order. Additionally, a State Money Transmission Regulator may consider this Order and the facts set forth herein in connection with, and in deciding upon, any examination, action, or proceeding under the jurisdiction of that State Money Transmission Regulator, if the basis of such examination, action, or proceeding is not a direct result of the specific activity alleged in the ROE. This Order may, if relevant to such examination, action, or proceeding, be admitted into evidence in any matter before a State Money Transmission Regulator.

**WHEREAS**, Block 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. Block acknowledges that it has full knowledge of its rights to notice and a hearing pursuant to the laws of the respective Participating States. By voluntarily entering into this Agreement, Block waives 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 Block, 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. Block further acknowledges that it has had an opportunity to consult with independent legal counsel in connection with its waiver of rights and with the negotiation and execution of this Agreement.

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

**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.

**WHEREAS**, Block acknowledges that the State Money Transmission Regulators are relying, in part, upon Block's representations and warranties stated herein in making their determinations in this matter. Block further acknowledges 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 Block, if the State Money Transmission Regulators later find that Block 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 ROE, 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**

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

## **II. AGREEMENT GOVERNANCE**

**A. Executive Committee.** An Executive Committee comprised of representatives of the Participating States ("Executive Committee") shall serve as the point of contact for Block and a qualified,

independent, third-party auditor (“Independent Consultant”) and the Participating States and shall receive reports and communications from Block and the Independent Consultant. The initial member states of the Executive Committee are the State Money Transmission Regulators of Arkansas, California, Massachusetts, Texas, and Washington. The Executive Committee may substitute representation as necessary.

**B. Compliance Management Committee.** Block shall appoint a committee to assist with the administration of this Agreement (“Compliance Management Committee”). The Compliance Management Committee shall be comprised of Block representatives with the appropriate knowledge, familiarity, and authority to monitor compliance with the provisions and obligations of this Order and shall have broad representation across the key divisions responsible for developing, managing, monitoring, and maintaining the AML Program. The Compliance Management Committee shall monitor and oversee Block’s compliance with the provisions of this Order and liaise with the Executive Committee. The Compliance Management Committee shall meet at least quarterly, until the later of the Executive Committee receiving a copy of the Independent Consultant’s Validation Report, as that term and concept is provided for in paragraph II.D.2.a, or for a total of eight (8) quarters from the Effective Date of this Order, and at which point thereafter the Compliance Management Committee may be dissolved at the sole discretion of Block. The Compliance Management Committee shall maintain minutes of its meetings.

**C. Role of Board of Directors.** The Board of Directors of Block (the “Board”) shall have ultimate responsibility for overseeing Block’s compliance with this Order, including (1) authorizing whatever actions are necessary for Block to fully comply with the Order, (2) requiring timely reporting by the Compliance Management Committee to the Board on the status of compliance with the obligations set forth in the Order, (3) overseeing the activities of the Compliance Management Committee, and (4) providing strategic direction related to compliance with the Order. To meet the obligation described in this paragraph, the following shall apply:

1. In addition to the reporting identified below, within thirty (30) calendar days after each Compliance Management Committee meeting, the Compliance Management Committee shall submit to the Board, or a duly authorized committee thereof, a written progress report (collectively “Board Reports”), which should set forth at a minimum (1) the current status of Block’s compliance with the Order, and (2) a description of any corrective actions being taken to achieve compliance with this Order, the status of that corrective action, and the party or parties responsible for the completion of outstanding corrective actions; and
2. The Board, or a duly authorized committee thereof, shall meet with the Compliance Management Committee as needed, but, at a minimum, at least quarterly, so as to ensure compliance with the Order and that proper direction related to compliance with the Order is being provided.
3. The Executive Committee may request copies of any and all Board Reports and Block shall furnish such Board Reports to the Executive Committee.

**D. Independent Consultant.**

1. **Review and Report.** The Independent Consultant shall independently review Block’s AML Program and provide a copy of the Independent Consultant’s Assessment Report (“Assessment Report”) to Block and the Executive Committee within nine (9) months of this Agreement’s Effective Date. Within forty-five (45) calendar days after receipt of the Assessment Report, the Executive Committee may furnish written questions to the

Independent Consultant related to the findings in the Assessment Report, with a copy of those questions provided to Block. The Independent Consultant shall develop and submit to the Executive Committee a written response to those questions, with a copy to Block, within fifteen (15) calendar days of receipt of such questions. The Assessment Report will review and report on:

a) The comprehensiveness and adequacy of Block's AML Program under the applicable laws, rules, and regulations of the Currency and Foreign Transactions Reporting Act of 1970, its amendments, and the other statutes relating to the subject matter of that Act, as specifically administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network, which are known collectively as the Bank Secrecy Act ("BSA"), insofar as each of the foregoing provisions are applicable to Block; and

b) Any determination that corrective measures are necessary to ensure Block has developed, implemented, and maintains an effective AML Program as provided for under 31 CFR § 1022.210 along with the relative priority of each measure. Instances in which a specific component of the AML Program is deemed by the Independent Consultant to fail to meet the effectiveness standard set out in 31 CFR § 1022.210(a), as informed by 31 CFR § 1022.210(b), (c), and (d), shall be considered as requiring corrective measures.

2. **Corrective Action.** If the Independent Consultant identifies in the Assessment Report that any corrective measures are necessary, Block will develop a plan to address the identified concerns ("Corrective Action Plan"). The Corrective Action Plan must consider and appropriately incorporate the relative priority of each corrective measure as determined by the Independent Consultant and documented in the Assessment Report. The Corrective Action Plan must be formally approved by the Board, or a duly authorized committee thereof. The Compliance Management Committee must provide the Corrective Action Plan to the Executive Committee within ninety (90) calendar days after the Assessment Report is issued, and Block shall immediately begin implementing the Corrective Action Plan. Block may update the Corrective Action Plan, or any updated Correction Action Plan, as needed, with such changes permitted based on a reasonable basis that may arise during the implementation of the Corrective Action Plan. Any such updates to a Corrective Action Plan shall be immediately provided to the Executive Committee.

a) **Validation.** Upon Block's determination that the Corrective Action Plan has been completed and upon notification to the Executive Committee, the Independent Consultant will conduct a validation assessment of all corrective measures in the Corrective Action Plan and shall document its findings in a validation report ("Validation Report"), and provide a copy of that Validation Report to Block and the Executive Committee within ten (10) calendar days. Within forty-five (45) calendar days after receipt of a Validation Report, the Executive Committee may furnish written questions to the Independent Consultant related to the findings in that Validation Report, with a copy of those questions provided to Block. The Independent Consultant shall develop and submit to the Executive Committee a written response to those questions, with a copy to Block, within fifteen (15) calendar days of receipt of such questions.

b) **Updated Corrective Action Plan.** Block shall, if applicable, within sixty (60) calendar days of the date of the Validation Report, provide an updated Corrective Action Plan to the Executive Committee that addresses those specific components of the AML Program deemed to continue to fail to meet the effectiveness standard set out in 31 CFR §

1022.210(a), as informed by 31 CFR § 1022.210(b), (c), and (d), and shall be subject to the requirements of this section.

- c) **Timeline for Corrective Action.** A Corrective Action Plan, inclusive of any applicable updated Corrective Action Plan, shall be completed within twelve (12) months. To the extent it is expected to take more than twelve (12) months to complete a Corrective Action Plan, then Block may seek an extension of the Corrective Action Plan (an “Extended Corrective Action Plan”). The basis and need for an Extended Corrective Action Plan shall be reviewed and documented by the Independent Consultant. If the Independent Consultant determines that there is no basis or need for any Extended Corrective Action Plan, then the completion of the Corrective Action Plan shall take no more than twelve (12) months. Any documentation related to this provision shall be provided by the Independent Consultant to Block and the Executive Committee.
3. **Progress Reports by the Independent Consultant.** Based on a request of the Executive Committee, and on a quarterly basis at a minimum, the Independent Consultant shall develop and submit a written progress report to Block and the Executive Committee (a “Progress Report”) within ten (10) calendar days of such request or after the end of an applicable quarter. Within twenty (20) calendar days after receipt of a Progress Report, the Executive Committee may furnish written questions to the Independent Consultant related to the content provided for in that Progress Report, with a copy of those questions provided to Block. The Independent Consultant shall develop and submit to the Executive Committee a written response to those questions, with a copy to Block, within fifteen (15) calendar days of receipt of such questions. An Independent Consultant’s Progress Report shall provide, at a minimum, the Independent Consultant’s project management tracking document as well as any supporting information needed to understand the current status, at the time of the specific report, related to the Independent Consultant’s role, responsibilities, and functions provided for in this Order.
4. **Contemporaneous Receipt of Reports.** Any report or plan the Independent Consultant must produce in accordance with this Order must be provided to Block and the Executive Committee at the same time.
5. **Meetings.** The Compliance Management Committee shall meet with the Executive Committee quarterly, with the first regularly scheduled meeting to occur within thirty (30) calendar days of the Compliance Management Committee’s receipt of the Assessment Report. At any time, the Executive Committee may request that the Compliance Management Committee schedule and hold a meeting with the Executive Committee, Independent Consultant and Compliance Management Committee. Upon such a request, the Compliance Management Committee will schedule and hold such meeting at a mutually agreed upon time.
6. **Work Product.** The Executive Committee may request and shall be furnished any and all documents, information, records, reports, and work papers produced by the Independent Consultant as a direct result of the duties imposed upon the Independent Consultant as described in this Order.
7. **Block’s Role and Cooperation.** Block agrees to fully cooperate with the Independent

Consultant and support its work by, at minimum, providing the Independent Consultant with access to any and all relevant personnel, third-party service providers, facilities, files, information, reports, and records.

8. **Replacement of Independent Consultant.** In the event that an Independent Consultant is no longer willing or able to continue to act as the Independent Consultant, the Compliance Management Committee shall notify the Executive Committee within ten (10) calendar days of the Compliance Management Committee's becoming aware of the need to replace the Independent Consultant. Upon selection of a new Independent Consultant (a "Replacement Independent Consultant"), Block shall notify the Executive Committee of its selection within ten (10) calendar days of making that selection. Block must enter into an engagement with the Replacement Independent Consultant within thirty (30) calendar days of notification of Block's selection to the Executive Committee. A Replacement Independent Consultant shall be qualified, independent, and be an unaffiliated third-party, and shall have all the same rights, powers, duties, and obligations provided for under this Order.
9. **Extension of Reporting Deadlines.** Block may request an extension of any reporting deadline in this section based on reasonable grounds, and the Executive Committee may grant such extension for good cause.

### **III. ADMINISTRATIVE COSTS, PENALTY AND REMEDIES**

A. **Settlement Amount.** Block agrees to the monetary settlement amount of eighty million dollars (\$80 million) set forth as follows:

1. **Administrative Penalty.** Block shall pay an Administrative Penalty of seventy-nine million and seventy-five thousand dollars (\$79,075,000) to be distributed equally among the Participating States listed in "Appendix B" attached to this Agreement (the "per-state payment"). Block shall pay the total Administrative Penalty amount within twenty (20) calendar days following the receipt of payment instructions, by paying each Participating State listed in "Appendix B" attached to this Agreement the per-state payment by the means designated by each State.
2. **Administrative Costs.** That Block shall pay Administrative Costs of nine hundred and twenty-five thousand dollars (\$925,000) to the Participating States listed in "Appendix C" attached to this Agreement that also took part in the investigation or settlement to cover administrative costs associated with the investigation and investigation resolution process, with such costs are allocated and provided for in "Appendix C" attached to this Agreement. Block shall pay the Administrative Costs within twenty (20) calendar days following the receipt of payment instructions by the means designated by each Participating State receiving such payment.

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

C. **Alternatives.** A State Money Transmission Regulator may elect to have its allocation of the Administrative Penalty set forth in Paragraph A of this section to be applied towards other alternatives authorized under the respective Participating State's law. Should a State Money Transmission Regulator elect to apply its allocation of administrative penalties in such an alternative manner, solely for the purpose of ensuring the effective administration of payments pursuant to the terms of this Agreement, that State Money Transmission Regulator shall notify the MMET in writing of such election on or before the Effective Date of this Agreement.

#### IV. ENFORCEMENT

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

B. **No Restriction on Existing Examination and Investigative Authority.** This Order shall in no way preclude any State Money Transmission Regulator from exercising its examination or investigative authority authorized under the laws of the corresponding Participating State in the instance a determination is made wherein Block is found not to be adhering to the requirements of the Order, other than inadvertent and isolated errors that are promptly corrected by Block, or involving any unrelated matter not subject to the terms of this Order. The Parties agree that the failure of Block to comply with any term or condition of this Order with respect to a particular State shall be treated as a violation of an Order of the State and may be enforced as such. Moreover, Block acknowledges and agrees that this Order is only binding on the State Money Transmission Regulators and not any other Local, State or Federal Agency, Department or Office.

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

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

#### V. RELEASE

A. **General Release.** By their execution of this Agreement, the State Money Transmission Regulators release and forever discharge Block, Block's current and former parent corporations or other forms of legal entities, direct and indirect subsidiaries, brother or sister corporations or other forms of legal entities, divisions or affiliates, and the predecessors, successors, and assigns of any of them, as well as the current and former directors, officers, and employees (collectively, the "Released Parties") of any of the foregoing from the following: any civil or administrative claim, of any kind whatsoever, direct or indirect, that a State Money Transmission Regulator has or may have or assert, including, without limitation, claims for damages, fines, injunctive relief, remedies, sanctions, or penalties of any kind whatsoever based on, arising out of, or resulting from the Covered Conduct, as defined in this section, occurring between January 1, 2019, and the Effective Date of this Agreement, as well as the findings in the ROE.

B. **Agents.** 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).

C. **Covered Conduct.** 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 deficient business practices described in the ROE or relating to compliance with applicable BSA laws, rules and regulations, and/or any similar AML laws, rules, regulations, guidance, or pronouncements subject to the jurisdiction of a State Money Transmission Regulator, including, but not limited to, the following (1) the acts and practices alleged in the ROE, (2) the use, conduct or supervision of vendors, agents and contract employees, whether affiliated or unaffiliated, related to Block’s AML Program, (3) the adequacy of staffing, training, systems, controls that is related to Block’s AML Program and business activities conducted in accordance with the AML Program, and (4) quality control, quality assurance, compliance, audit, testing, risk management, oversight, reporting, or certification or registration requirements related to the AML Program.

D. **Effectiveness.** The release provided for in this section shall become effective immediately upon the occurrence of (a) the Effective Date, and (b) upon receiving the full and complete payment of the Administrative Penalty and Administrative Costs as required under Section III.A above.

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

## VI. GENERAL PROVISIONS

A. **Effective Date.** This Order shall become effective on the 15<sup>th</sup> day of January 2025 (the “Effective Date”).

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

C. **Binding Nature.** The terms of this Order shall be legally binding upon Block’s officers, owners, directors, employees, heirs, successors and assigns. The provisions of this Order shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this Order shall have been modified, terminated, suspended, or set aside, in writing by mutual agreement of the State Money Transmission Regulators collectively and Block, or Block ceases to engage in licensed activity.

D. **Standing and Choice of Law.** Each State Money Transmission Regulator has standing to enforce this Order in the judicial or administrative process otherwise authorized under the laws and regulations of the corresponding Participating State. Upon execution, this Order shall be deemed a final order of each respective State Money Transmission 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 Block regarding the enforceability or interpretation of this Order and compliance therewith, the courts or administrative agency authorized under the laws of the corresponding Participating State shall have exclusive jurisdiction over the dispute, and the laws of the Participating State shall govern the interpretation, construction, and enforceability of this Order.

E. **Adoption of Subsequent Orders to Incorporate Terms.** A State Money Transmission Regulator, if deemed necessary under the laws and regulations of the corresponding Participating State, may issue a separate administrative order to adopt and incorporate the terms and conditions of this Order. A State Money Transmission Regulator may sua sponte issue such subsequent order without the review



and approval of Block provided the subsequent order does not amend, alter, or otherwise change the terms of the Order; and in the event such subsequent order amends, alters, or otherwise changes the terms of the Order, the terms of the Order, as set forth herein, will control.

F. **Privilege.** This Order shall not constitute a waiver of any applicable attorney-client or work product privilege, confidentiality, or any other protection applicable to any negotiations relative to this Order.

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

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

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

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

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

L. **Notices.** Any notice to Block and/or the State Money Transmission Regulators required or contemplated by this Order shall be delivered, if not otherwise described herein, by electronic copy to Block through the "Primary Company Contact" for Block listed in the Nationwide Multistate Licensing System (NMLS), or similar contact system, and to the State Money Transmission Regulators by direct written notification.

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

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

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It is so **ORDERED**.

**IN WITNESS WHEREOF**, in consideration of the foregoing, including the recital paragraphs, and with the Parties intending to be legally bound, do hereby execute this Order this 15<sup>th</sup> day of January 2025.

*Signature pages to follow*

BLOCK, INC.

By:

  
\_\_\_\_\_  
Jack Dorsey  
Block Head and Chairperson

**SETTLEMENT AGREEMENT AND CONSENT ORDER**

**BLOCK, INC.**

**APPENDIX A: PARTICIPATING STATES**

**Alabama Securities Commission**

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

Name: Amanda L. Senn

Title: Director

Date: 1/14/2025

**California Department of Financial Protection  
and Innovation**

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

Name: Mary Ann Smith

Title: Deputy Commissioner, Enforcement Division

Date: 1/14/2025

**State of Alaska, Division of Banking and  
Securities**

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

Name: Robert H. Schmidt

Title: Director

Date: 1/14/2025

**Connecticut Department of Banking**

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

Name: Jorge L. Perez

Title: Commissioner

Date: 1/15/2025

**Arkansas Securities Department**

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

Name: Susannah T. Marshall

Title: Securities Commissioner

Date: 1/14/2025

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

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

Name: Karima Woods

Title: Commissioner

Date: 1/14/2025

**Arizona Department of Insurance and  
Financial Institutions**

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

Name: Barbara D. Richardson

Title: Director/Cabinet Executive Officer

Date: 1/14/2025

**Delaware Office of the State Bank Commissioner**

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

Name: Robert A. Glen

Title: State Bank Commissioner

Date: 1/15/2025

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**BLOCK, INC.**

**APPENDIX A: PARTICIPATING STATES**

**Florida Office of Financial Regulation**

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

Name: Russell C. Weigel, III

Title: Commissioner

Date: 1/14/2025

**Illinois Department of Financial and Professional Regulation**

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

Name: Francisco Menchaca

Title: Director, Division of Financial Institutions

Date: 1/14/2025

**Georgia Department of Banking and Finance**

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

Name: Kevin B. Hagler

Title: Commissioner

Date: 1/14/2025

**Indiana Department of Financial Institutions**

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

Name: Thomas Fite

Title: Director

Date: 1/14/2025

**State of Hawaii, Division of Financial Institutions**

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

Name: Dwight Young

Title: Commissioner

Date: 1/14/2025

**Iowa Division of Banking**

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

Name: James Johnson

Title: Superintendent of Banking

Date: 1/14/2025

**Idaho Department of Finance**

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

Name: Patricia R. Perkins

Title: Director Idaho Department of Finance

Date: 1/14/2025

**Kansas Office of the State Bank Commissioner**

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

Name: Mike Enzbrenner

Title: Deputy Commissioner

Date: 1/14/2025

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**BLOCK, INC.**

**APPENDIX A: PARTICIPATING STATES**

**Kentucky Department of Financial Institutions**

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

Name: Marni Rock Gibson

Title: Commissioner

Date: 1/14/2025

**Massachusetts Division of Banks**

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

Name: Mary L. Gallagher

Title: Massachusetts Commissioner of Banks

Date: 1/14/2025

**Louisiana Office of Financial Institutions**

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

Name: P. Scott Jolly

Title: Commissioner

Date: 1/15/2025

**Michigan Department of Insurance and Financial Services**

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

Name: Karin Gyger

Title: Chief Deputy Director

Date: 1/15/2025

**Maine Bureau of Consumer Credit Protection**

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

Name: Linda Conti

Title: Superintendent, Bureau of Consumer Credit Protection

Date: 1/15/2025

**Minnesota Department of Commerce**

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

Name: Jacqueline Olson

Title: Assistant Commissioner of Enforcement

Date: 1/14/2025

**Maryland Office of Financial Regulation**

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

Name: Antonio P. Salazar

Title: Commissioner of Financial Regulation

Date: 1/14/2025

**Mississippi Department of Banking and Consumer Finance**

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

Name: Rhoshunda G. Kelly

Title: Commissioner

Date: 1/14/2025

**SETTLEMENT AGREEMENT AND CONSENT ORDER**

**BLOCK, INC.**

**APPENDIX A: PARTICIPATING STATES**

**Missouri Division of Finance**

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

Name: Mick Campbell

Title: Commissioner

Date: 1/15/2025

**State of Nevada, Financial Institutions Division**

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

Name: Sandy O'Laughlin

Title: Commissioner

Date: 1/14/2025

**Nebraska Department of Banking and Finance**

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

Name: Kelly Lammers

Title: Director

Date: 1/14/2025

**New Mexico Financial Institutions Division**

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

Name: Mark D. Sadowski

Title: Director

Date: 1/14/2025

**New Hampshire Banking Department**

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

Name: Emelia A.S. Galdieri

Title: Bank Commissioner

Date: 1/14/2025

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

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

Name: Katherine M.R. Bosken

Title: North Carolina Commissioner of Banks

Date: 1/14/2025

**New Jersey Department of Banking and Insurance**

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

Name: Justin Zimmerman

Title: Commissioner, New Jersey Department of Banking and Insurance

Date: 1/15/2025

**North Dakota Department of Financial Institutions**

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

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

Name: Lise Kruse

Title: Commissioner

Date: 1/14/2025

**SETTLEMENT AGREEMENT AND CONSENT ORDER**

**BLOCK, INC.**

**APPENDIX A: PARTICIPATING STATES**

**Ohio Division of Financial Institutions**

DocuSigned by:

By: 38686E6312E746D...

Name: Kevin Allard

Title: Superintendent

Date: 1/14/2025

**Oklahoma State Banking Department**

Signed by:

By: 7A15650A9C2E47D...

Name: Matt Mowdy

Title: Legal Counsel

Date: 1/15/2025

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

*Andrew R. Stolft, Director, Department of Consumer and Business Services*

Signed by:

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

Name: Dorothy Bean

Title: Chief of Enforcement

Date: 1/14/2025

**Pennsylvania Department of Banking and Securities**

DocuSigned by:

By: C693A109270410...

Name: Timothy Knopp

Title: Deputy Secretary

Date: 1/14/2025

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

DocuSigned by:

By: 171B634579EB4AD...

Name: Elizabeth Kelleher Dwyer, Esq.

Title: Director of Rhode Island Department of Business Regulation

Date: 1/14/2025

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

DocuSigned by:

By: CCA1DB9297534C9...

Name: Alan Wilson

Title: Commissioner

Date: 1/15/2025

**South Dakota Division of Banking**

Signed by:

By: BFD50409ACE14C8...

Name: Bret Afdahl

Title: Director

Date: 1/14/2025

**Tennessee Department of Financial Institutions**

DocuSigned by:

By: 48CAB141778E432...

Name: Greg Gonzales

Title: Commissioner

Date: 1/14/2025



**SETTLEMENT AGREEMENT AND CONSENT ORDER**

**BLOCK, INC.**

**APPENDIX A: PARTICIPATING STATES**

**Texas Department of Banking**

Signed by:

By: 498A4DCEB4E34f-b...

Name: Charles G. Cooper

Title: Commissioner

Date: 1/14/2025

**West Virginia Division of Financial Institutions**

DocuSigned by:

By: 447020091/8A4DA...

Name: Dawn Holstein

Title: WV Commissioner of Financial Institutions

Date: 1/14/2025

**Utah Department of Financial Institutions**

DocuSigned by:

By: 011920202020202020...

Name: Darryle P. Rude

Title: Commissioner of Financial Institutions

Date: 1/14/2025

**Wisconsin Department of Financial Institutions**

DocuSigned by:

By: 8B9C6B2EA467466...

Name: Kim Swissdorf

Title: Division of Banking Administrator

Date: 1/14/2025

**Vermont Department of Financial Regulation**

DocuSigned by:

By: 1988F6553BC1489...

Name: Sandy Bigglestone

Title: Acting Commissioner

Date: 1/14/2025

**Wyoming Division of Banking**

Signed by:

By: 273004f.....

Name: Jeremiah Bishop

Title: Banking Commissioner

Date: 1/14/2025

**Washington State Department of Financial Institutions**

Signed by:

By: 4442e480B07F044C...

Name: Charles E. Clark

Title: Director

Date: 1/14/2025

**SETTLEMENT AGREEMENT AND CONSENT ORDER**

**BLOCK, INC.**

**APPENDIX A: PARTICIPATING STATES**

**Virginia State Corporation Commission Bureau  
of Financial Institutions**

DocuSigned by:

By: 7DEFF2AE2E5140E..

Name: E. J. Face, Jr.

Title: Commissioner of Financial Institutions

Date: 1/15/2025

**SETTLEMENT AGREEMENT AND CONSENT ORDER**

**BLOCK, INC.**

**APPENDIX A: PARTICIPATING STATES**

**Colorado Division of Banking**

DocuSigned by:

By: FB6993EC5EBC43B...

Name: Ken Boldt

Title: State Bank Commissioner

Date: 1/16/2025