

## # REGULATORY COMPLIANCE AGREEMENT

**\*\*Effective Date\*\*:** January 20, 2026

This Regulatory Compliance Agreement ("Agreement") is entered into by and between:

**\*\*Regulated Entity\*\*:** FinServ Solutions Inc. ("Company")

**\*\*Compliance Partner\*\*:** RegTech Advisors LLC ("Advisor")

### ## RECITALS

WHEREAS, Company operates in the financial services industry and is subject to various regulatory requirements;

WHEREAS, Advisor provides compliance consulting and monitoring services;

WHEREAS, the parties wish to establish the terms under which Advisor will assist Company with regulatory compliance.

### ## 1. REGULATORY FRAMEWORK

**\*\*1.1 Applicable Regulations\*\*:** This Agreement relates to compliance with the following regulations:

- (a) Bank Secrecy Act (BSA) and Anti-Money Laundering (AML) requirements
- (b) Know Your Customer (KYC) regulations
- (c) Securities and Exchange Commission (SEC) regulations
- (d) Financial Industry Regulatory Authority (FINRA) rules
- (e) Consumer Financial Protection Bureau (CFPB) regulations
- (f) Office of Foreign Assets Control (OFAC) sanctions requirements
- (g) General Data Protection Regulation (GDPR)
- (h) Payment Card Industry Data Security Standard (PCI-DSS)
- (i) Sarbanes-Oxley Act (SOX) requirements
- (j) Any other applicable federal, state, or international regulations

### ## 2. COMPLIANCE SERVICES

Advisor shall provide the following services:

**\*\*2.1 Compliance Assessment\*\*:** Conduct initial and periodic assessments of Company's compliance posture.

**\*\*2.2 Policy Development\*\*:** Develop and update compliance policies and procedures.

**\*\*2.3 Training\*\*:** Provide compliance training to Company personnel.

**\*\*2.4 Monitoring\*\*:** Monitor Company activities for potential compliance violations.

**\*\*2.5 Reporting\*\*:** Prepare required regulatory reports and filings.

**\*\*2.6 Audit Support\*\*:** Assist with regulatory examinations and audits.

### **## 3. COMPANY OBLIGATIONS**

**\*\*3.1 Regulatory Certifications\*\*:** Company shall obtain and maintain all required regulatory certifications and licenses, including:

- (a) State money transmitter licenses
- (b) SEC broker-dealer registration
- (c) FINRA membership
- (d) State banking licenses as applicable

**\*\*3.2 Compliance Program\*\*:** Company shall maintain a compliance program that includes:

- (a) Written compliance policies and procedures
- (b) Designated compliance officer
- (c) Regular compliance training
- (d) Internal audit function
- (e) Whistleblower procedures

**\*\*3.3 Record Retention\*\*:** Company shall maintain all records required by applicable regulations, including:

- (a) Customer identification documents – minimum 5 years
- (b) Transaction records – minimum 7 years
- (c) Compliance reports – minimum 7 years
- (d) Training records – minimum 5 years
- (e) Audit findings – minimum 10 years

**\*\*3.4 Suspicious Activity Reporting\*\*:** Company shall file Suspicious Activity Reports (SARs) within 30 days of detecting reportable activity.

**\*\*3.5 Currency Transaction Reports\*\*:** Company shall file CTRs for transactions exceeding \$10,000.

### **## 4. AUDIT RIGHTS**

**\*\*4.1 Internal Audits\*\*:** Company shall conduct internal compliance audits at least quarterly.

**\*\*4.2 External Audits\*\*:** Company shall engage an independent auditor for annual compliance audits.

**\*\*4.3 Regulatory Examinations\*\*:** Company shall cooperate fully with any regulatory examination or investigation.

**\*\*4.4 Advisor Access\*\*:** Advisor shall have reasonable access to Company's books, records, systems, and personnel for compliance monitoring purposes.

## **## 5. BREACH NOTIFICATION**

**\*\*5.1 Compliance Breaches\*\*:** Company shall notify Advisor within 24 hours of discovering any compliance breach or violation.

**\*\*5.2 Regulatory Contact\*\*:** Company shall notify Advisor within 24 hours of any contact from a regulatory agency regarding compliance matters.

**\*\*5.3 Remediation\*\*:** Company shall promptly implement any remediation measures recommended by Advisor or required by regulators.

## **## 6. REPRESENTATIONS AND WARRANTIES**

**\*\*6.1 Company Representations\*\*:** Company represents and warrants that:

- (a) All information provided to Advisor is accurate and complete
- (b) Company is in material compliance with all applicable regulations
- (c) Company has not received any notice of violation or enforcement action
- (d) Company's compliance program meets regulatory requirements
- (e) Company's officers and directors have no regulatory disqualifications

**\*\*6.2 Ongoing Compliance\*\*:** Company shall maintain compliance with all applicable regulations throughout the term of this Agreement.

## **## 7. INDEMNIFICATION**

Company shall indemnify Advisor against any claims, fines, or penalties arising from:

- (a) Company's regulatory violations
- (b) Inaccurate or incomplete information provided by Company
- (c) Company's failure to implement Advisor's recommendations

## **## 8. LIMITATION OF LIABILITY**

Advisor's liability under this Agreement shall not exceed the fees paid by Company in the twelve (12) months preceding the claim.

## **## 9. TERM AND TERMINATION**

**\*\*9.1 Term\*\***: This Agreement shall remain in effect for three (3) years.

**\*\*9.2 Termination for Cause\*\***: Either party may terminate upon material breach.

**\*\*9.3 Regulatory Termination\*\***: Advisor may terminate immediately if Company is subject to regulatory enforcement action.

## **## 10. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York.

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**\*\*COMPANY\*\***: FinServ Solutions Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**\*\*ADVISOR\*\***: RegTech Advisors LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_