

STATE OF NEBRASKA
Department of Banking & Finance

IN THE MATTER OF:)	
)	
Asure Operations Inc.)	FINDINGS OF FACT
405 Colorado Street, Suite 1800)	CONCLUSIONS OF LAW
Austin, Texas)	AND
)	CONSENT AGREEMENT
NMLS No. 2351397)	

THIS MATTER comes before the Nebraska Department of Banking and Finance (“Department”), by and through its Director, pursuant to its authority under the Nebraska Money Transmitters Act, Neb. Rev. Stat. §§ 8-2701 to 8-2747 (Reissue 2022; LB 92, 2023) (the “Act”). Pursuant to Neb. Rev. Stat. § 8-2744 (Reissue 2022), the Department has investigated alleged violations of the Act by Asure Operations Inc., 405 Colorado Street, Suite 1800, Austin, Texas (“Asure”). As a result of such investigation, and being duly advised and informed in the matter, the Director and Asure enter into the following Findings of Fact, Conclusions of Law, and Consent Agreement (“Consent Agreement”).

FINDINGS OF FACT

1. On June 1, 2023, Asure unilaterally submitted a Money Transmitter License Application to the Department through the Nationwide Mortgage Licensing System and Registry (“NMLS”), under Identifier No. 2351397. Asure had not been previously licensed by the Department. As a result of Asure’s disclosures in the license application, the Department became aware of Asure’s business operations in Nebraska.

2. On June 5, 2023, Asure informed the Department that it denies it is, or was, engaged in money transmission requiring a license under the Act, and made a submission to the Department as to why its activities did not constitute money transmission under the Act. The Department

reviewed the submission and notified Asure that Asure's business constituted money transmission requiring licensing under the Act.

3. Asure has represented to the Department that Asure transacted Nebraska business from April 1, 2022, to March 31, 2023, including 84,990 transactions generating \$3,875,275.00 in fees during the foregoing period, with Nebraska residents. Asure was not licensed with the Department during this period.

4. The Department incurred a minimum of Five Thousand Dollars (\$5,000.00) in investigation costs in this matter.

CONCLUSIONS OF LAW

1. Neb. Rev. Stat. § 8-2716 (Reissue 2022) defines money transmission as the business of the sale or issuance of payment instruments or stored value or of receiving money or monetary value for transmission to a location within or outside of the United States by any and all means, including wire, facsimile, or electronic transfer. Notwithstanding any other provision of law, money transmission also includes bill payment services not limited to the right to receive payment of any claim for another but does not include bill payment services in which an agent of a payee receives money or monetary value on behalf of such payee.

2. Neb. Rev. Stat. § 8-2725 (Reissue 2022) provides that a person shall not engage in money transmission without a license issued pursuant to the Act.

3. Neb. Rev. Stat. § 8-2726 (Reissue 2022) provides that to qualify for a license under the Act, an applicant at the time of filing for a license, and a licensee at all times after a license is issued, shall satisfy the following requirements: (a) Each applicant or licensee must have a net worth of not less than fifty thousand dollars; (b) The financial condition and responsibility, financial and business experience, and character and general fitness of the applicant or licensee must

reasonably warrant the belief that the applicant's or licensee's business will be conducted honestly, fairly, and in a manner commanding the confidence and trust of the community; (c) Each corporate applicant or licensee must be in good standing in the state of its incorporation; and (d) Each applicant or licensee must be registered or qualified to do business in the state.

4. Section 8-2744 provides that if the Director finds, after notice and hearing in accordance with the Administrative Procedure Act, that any person has violated the Act or any rule, regulation, or order of the Director thereunder, the Director may order such person to pay (a) an administrative fine of not more than five thousand dollars for each separate violation and (b) the costs of investigation.

5. The facts listed in above Finding of Fact No. 3 constitute a sufficient basis for the Director to have determined that Asure has violated the Act by engaging in unlicensed activity. In that instance, each of Asure's money transmitter transactions would constitute a separate violation of Section 8-2725. As a result, the Director would have cause to deny Asure's license application and/or could institute a proceeding to impose an administrative fine in an amount of not more than five thousand dollars for each separate violation, plus costs of investigation, in accordance with Section 8-2744.

6. Under the Act's statutory framework, the Director has the legal and equitable authority to fashion significant remedies.

7. It is in the best interest of Asure, and it is in the best interest of the public, for Asure and the Department to resolve the issues included herein.

STIPULATIONS

In connection with this Consent Agreement, Asure and the Director stipulate to the following:

1. The Department has jurisdiction as to all matters herein.
2. This Consent Agreement shall resolve all matters raised by the Department's investigation of Asure, its affiliates, and its subsidiaries, in connection with Asure's application for a license under the Act for Asure. Should future circumstances warrant, the facts from this matter may be considered in future administrative action by the Department.
3. This Consent Agreement shall be in lieu of all other proceedings available to the Department, except as specifically referenced in this Consent Agreement.
4. Except in an action by the Department to enforce the obligations in this Consent Agreement, this Consent Agreement is not intended to be deemed or used as (a) an admission of, or evidence of, the validity of any alleged wrongdoing, liability, or lack of any wrongdoing or liability; or (b) an admission of or evidence of, any such alleged fault or omission of Asure in any civil, criminal, arbitration, or administrative proceeding in any court, administrative agency, or other tribunal.

Asure further represents as follows:

1. Asure is aware of its right to a hearing on these matters at which it may be represented by counsel, present evidence, and cross-examine witnesses. The right to such a hearing, and any related appeal, is irrevocably waived.
2. Asure is acting free from any duress or coercion of any kind or nature.
3. This Consent Agreement is executed to avoid further proceedings. Asure neither admits nor denies the above Findings of Fact and Conclusions of Law, but executes this Consent Agreement in the interest of resolving the matters described in the above Findings of Fact and Conclusions of Law in an economical and efficient manner.

CONSENT AGREEMENT

IT IS THEREFORE AGREED as follows:

1. Within ten (10) days after the effective date of this Consent Agreement, Asure shall pay a fine of Thirty-Five Thousand Dollars (\$35,000.00) in respect of the alleged violations of Section 8-2725.

2. Within ten (10) days after the effective date of this Consent Agreement, Asure shall pay the Department's investigation costs in this matter in the amount of Five Thousand Dollars (\$5,000.00).

3. The total amount of the fine, Thirty-Five Thousand Dollars (\$35,000.00), plus the total amount of investigation costs, Five Thousand Dollars (\$5,000.00), shall be payable in one check or money order in the amount of Forty Thousand Dollars (\$40,000.00) to the Department. At its option, Asure may transmit payment electronically to the Department, which will provide ACH transfer instructions upon request.

4. In the event Asure fails to comply with any of the provisions of this Consent Agreement, the Department may commence such action as it deems necessary and appropriate in the public interest.

5. If, at any time, the Department determines Asure has committed any other alleged violations of the Act, the Department may take any action available to it under the Act.

6. Within ten (10) days after the Department's receipt of Asure's full payment of all fines and costs, the Department shall approve Asure's Money Transmitter License Application through the NMLS. If the license is issued in 2023, the license will expire on the last day of December 2023, unless sooner renewed for the following year, suspended, revoked, cancelled, or surrendered.

7. Within thirty (30) days after the effective date of this Consent Agreement, or within ten (10) days after the Department's approval of Asure's license application, whichever is sooner, Asure shall update its disclosure record on NMLS to include this Consent Agreement.

8. The effective date of this Consent Agreement will be the date of the Director's signature.

DATED this 9 day of August, 2023.

Asure Operations Inc.

By:  0E0B7D337A894DB...
Patrick Goepel, Chief Executive Officer

405 Colorado Street, Suite 1800
Austin, Texas 78701
(512) 437-2700

DATED this 10th day of August, 2023.

**STATE OF NEBRASKA
DEPARTMENT OF BANKING AND FINANCE**

By:  81A8ACE4898B41D...
Kelly Lammers, Director

1526 K Street, Suite 300
Lincoln, Nebraska 68508
(402) 471-2171

Certificate Of Completion

Envelope Id: 99FBC0B6BE3749CFA073C4302241AF7A	Status: Completed
Subject: Complete with DocuSign: Asure Operations Inc-Consent Agreement-Unlicensed Business Activity.docx	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christopher German
Time Zone: (UTC-06:00) Central Time (US & Canada)	1526 K Street
	Suite 300
	Lincoln, NE 68508
	Christopher.German@nebraska.gov
	IP Address: 164.119.5.149

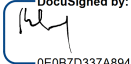
Record Tracking

Status: Original	Holder: Christopher German	Location: DocuSign
8/8/2023 9:30:41 AM	Christopher.German@nebraska.gov	

Signer Events

Patrick Goepel
 pat.goepel@asuresoftware.com
 Chairman and ceo
 Security Level: Email, Account Authentication (Optional)

Signature

DocuSigned by:

 0E0B7D337A894DB...
 Signature Adoption: Drawn on Device
 Using IP Address: 174.244.81.136
 Signed using mobile

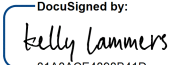
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Electronic Record and Signature Disclosure:

Accepted: 8/8/2023 8:55:09 AM
 ID: 916f53d2-377a-4b97-8665-f7a320fd58ac
 Company Name: Nebraska Department of Banking and Finance

Kelly Lammers
 kelly.lammers@nebraska.gov
 Director
 Department of Banking and Finance
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 164.119.5.112

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 Company Name: Nebraska Department of Banking and Finance

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Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

Carbon Copy Events **Status** **Timestamp**

Christopher German
 christopher.german@nebraska.gov
 Senior Staff Attorney
 Nebraska Department of Banking and Finance
 Security Level: Email, Account Authentication (Optional)

COPIED

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Carbon Copy Events	Status	Timestamp
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ID: e6f5a349-9b24-4000-8c1c-6e0772e7f341
Company Name: Nebraska Department of Banking and Finance

Chris Bell
chris.bell@asuresoftware.com
Security Level: Email, Account Authentication (Optional)



Sent: 8/10/2023 7:19:36 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	8/10/2023 7:19:34 AM
Completed	Security Checked	8/10/2023 7:19:36 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Nebraska Department of Banking and Finance:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 402-471-2171

To contact us by email send messages to: mike.fabry@nebraska.gov

To contact us by paper mail, please send correspondence to:

Nebraska Department of Banking and Finance

1526 K Street

Suite 300

Lincoln, NE 68508

To advise Nebraska Department of Banking and Finance of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dob.info@nebraska.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from Nebraska Department of Banking and Finance

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mike.fabry@nebraska.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Nebraska Department of Banking and Finance

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- Until or unless you notify Nebraska Department of Banking and Finance as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Nebraska Department of Banking and Finance during the course of your relationship with Nebraska Department of Banking and Finance.