

ESTABLISHING AN ACCOUNT

1. Complete and sign this FirstPay Agreement.
2. Prepare a check for your initial account deposit; make payable to your account name.
3. Mail signed agreement and your initial deposit to:
Frost Bank
Treasury Management Operations, 3rd Floor South Tower
3838 Rogers Road
San Antonio, TX 78251
4. FirstPay will notify you of your access numbers and new account information within 5 business days of receiving your agreement and initial deposit.
5. Upon receiving your access numbers, your company can immediately purchase services from any participating government entity.
6. If you have any questions, please contact FirstPay at **1-800-253-5749**.

ACCOUNT INFORMATION

Company/Applicant Name

Address

City State Zip Code ()

Contact Person Phone Number

E-mail Address

Tax ID Number

Indicate number of access numbers desired _____

Initial Deposit _____
(Estimated monthly purchases
of \$100, whichever is greater)**OPTIONAL SERVICE**

(Please check if applicable.)

 Electronic Auto-Replenishment (ACH Transfers)**ELECTRONIC REPLENISHMENT** **OPTIONAL**This section should be completed **ONLY** if the Electronic Auto-Replenishment Service is to be used. Please provide a copy of a voided check.

Your Bank Name

Your Bank City/State Your Bank Routing Number

Your Bank Telephone Number Your Account Number

Maximum Balance to be Maintained

Minimum Balance to be Maintained

For Verification purposes, please attach either: a) a voided check or b) a deposit slip

CERTIFICATION OF AUTHORITY

The undersigned certifies: (1) That the information contained in this Account Agreement is true and correct; (2) that he/she is either the owner of this account or an agent of the owner; and that he/she is authorized to bind the owner by his/her signature to this agreement; (3) that the owner has authorized the opening and use of this account and the signing of this agreement; (4) that any and all written instructions (such as corporate resolutions) which are required by the owner to authorize the opening and use of this account and the signing of this agreement have been duly prepared and executed and are still in full force and effect, and (5) that all other actions necessary to authorize the opening and use of this account and the signing of this agreement have been duly accomplished.

Printed Name of Account Owner

By: _____
Signature of Account Owner or Authorized Agent

Printed Name and Title of Signer

By: Robert Bernal
Robert Bernal
Vice President

TERMS AND CONDITIONS

“You” and “your” mean the corporation, partnership, unincorporated association, or proprietor(s) establishing the account. “We,” “us,” “our” and “Bank” mean Frost Bank. “Account” means the Bank deposit account you have designated as your FirstPay account. “Website” means the Bank’s website on the Internet found at www.Frostbank.com.

By signing this FirstPay agreement and providing the information requested hereon (together, the “Agreement”), you agree to be bound by the terms and conditions stated herein. Additionally, and to the extent you perform transactions hereunder using our Website, you agree, to the extent they are not inconsistent with the terms of this Agreement, to abide by the Terms of Use and Security Statement as posted on our Website from time to time.

THE SERVICE. The FirstPay service (“Service”) allows you to authorize direct payments to participating governmental units (“Agency(s)”) for services purchased by you from them (“Purchase(s)”). You authorize payments for Purchases by providing Agencies an Access Number (as defined herein below). Upon presentation to the Bank of a valid Access Number by an Agency as provided for herein and subject to availability of sufficient funds in the Account, we will provide payment from your Account to the Agency for the applicable Purchase.

OPENING BALANCE. You are required to open your Account with a minimum deposit of \$100.00.

BUSINESS PURPOSE; DEPOSIT ACCOUNTS. You agree that only demand deposit accounts, or other deposit accounts, or other asset accounts (individually, a “Deposit Account”, when more than one (1) account, “Deposit Accounts”) established exclusively for business purposes will be used for transactions pursuant to this Agreement. Furthermore, you agree that, in no event, will transactions hereunder be conducted using Deposit Accounts that were established primarily for personal, family or household purposes.

Any Deposit Account(s) accessed by the Service continues to be governed by the Bank’s Deposit Account Agreement and Other Disclosures and the Bank’s Fee Schedule, as amended from time to time.

You agree that in making any Purchases through the use of this Service, you will be deemed to have signed any deposit or withdrawal order or other agreement for the transactions or other requests and agree to be bound by the terms of any such instrument. You realize you should read and understand these related agreements before you use the Service.

DEPOSITS. Deposits may be made to your Account in person, by mail, or in any other manner we allow. We may treat any deposit received by us after 2:00 p.m. or received by us on a Saturday, Sunday or bank holiday as if made on our next business day.

You authorize us to accept deposits made by you or any of your apparent officers, employees, or agents, and to accept for deposit checks payable to you even if not endorsed or if not endorsed by you, by any of your apparent officers, employees or agents or by stamped or printed endorsement. We may also refuse, limit, or return deposits for any reason.

We will credit your Account for the amount of checks deposited, subject to actually collecting the money for them. However, we reserve the right to wait until we have actually received the money for them before we allow withdrawal of the amount deposited, and we reserve the right to receive deposits subject to special conditions.

If we credit your Account for the amount of any check and it is returned to us for any reason, we may deduct that amount from your Account. We may do this even before a check is returned to us if we have reason to believe it cannot be collected or is being returned.

ELECTRONIC REPLENISHMENT (OPTIONAL SERVICE). If and when the balance of your Account falls below your chosen minimum balance, you authorize us to make an electronic transfer of funds from your primary bank account as listed in the “Electronic Replenishment” section of this Agreement, to replenish your Account to your chosen maximum balance. This will be done through the Automated Clearing House (“ACH”) system. You authorize your primary bank to make and honor all such ACH transfers from your primary account to your FirstPay Account as may be requested by us. We reserve the right to discontinue this optional service, at our discretion, at any time.

FIRSTPAY ACCESS NUMBERS. Upon opening your Account, you will be issued the number of unique FirstPay access numbers (the “Access Number(s)”) that you have requested in the “Account Information” section of this Agreement, Each such Access Number will be inclusive of your Customer Number (as defined below) and will be sixteen (16) digits in length.

In order to make a Purchase from an Agency through your FirstPay Account, you must provide an Access Number to the Agency. Additionally, and if applicable to your record keeping systems, you may provide the Agency with a “client number” and/or “case number” to be entered by the Agency with other Purchase information and used by you for record keeping purposes. You may provide this information via telephone, facsimile or in whatever other fashion you and the Agency agree is acceptable. The Agency will present the Access Number to us along with Purchase information via facsimile, via telephone or via our Website services. If the Access Number is valid, and sufficient funds are available in your Account, your Purchase will be approved and we will debit your Account and make payment to the applicable Agency’s account. You acknowledge and agree that the Bank has no responsibility for verifying the amount of the Purchase or confirming the means

by which the Agency obtained your Customer Number and/or Access Number. Additionally, the Bank has no responsibility for issuing, obtaining and/or maintaining the "client number" and/or "case number" as the tracking of this information is provided solely as a convenience to you. The Bank's sole responsibility is to verify that the Access Number is valid and that sufficient funds are available for the Purchase.

You authorize us to cancel each and/or every Access Number (i) upon your written request, or (ii) if the Account is terminated.

You agree to report lost or stolen FirstPay Access Numbers, and/or any misuse of Access Numbers, to us promptly. The Bank shall have no liability to you for any unauthorized Purchase involving your Account that occurs before you have notified us in writing of any such unauthorized use and before we have had a reasonable opportunity to act on such notice.

ONLINE ACCESS CODES. In addition to the Access Numbers issued to you, we will issue to you a unique customer number (the "Customer Number"). Furthermore, the Bank will issue individual user numbers (the "User IDs") and six (6) digit passwords (the "Passwords") to each person authorized by you to access your FirstPay Account information online. Each user authorized by you will be required to enter the Customer Number plus their User ID and Password to access your Account online. At initial logon or anytime thereafter, authorized users can change their Password by selecting the "change password" option and following the instructions provided. Your Customer Number will be assigned upon execution of this Agreement, and mailed by regular mail to you at the postal address provided hereon. Any individual User IDs authorized by this Agreement or authorized pursuant to a writing by you will be mailed by regular mail to the individual authorized for access by you at the postal address provided to us by you. You are responsible for providing these authorized users with the Customer Number. The Customer agrees that any online banking transaction initiated by use of the Customer Number and an authorized individual's User IDs will be subject to and governed by this Agreement.

CONFIDENTIALITY OF ACCESS NUMBERS AND ONLINE ACCESS CODES. YOU AGREE TO KEEP THE ACCESS NUMBERS, THE CUSTOMER NUMBER, ALL USER IDS AND ANY ASSOCIATED PASSWORDS CONFIDENTIAL AND FOR USE ONLY AS PROVIDED FOR HEREIN. WE STRONGLY RECOMMEND THAT YOU DO NOT DISCLOSE ANY SUCH ACCESS NUMBERS, IDS OR PASSWORDS TO ANY THIRD PARTIES NOT AUTHORIZED TO USE THE SERVICE AS PROVIDED FOR HEREUNDER. USE OF AN ACCESS NUMBER, THE CUSTOMER NUMBER, USER IDS AND/OR PASSWORDS, AS APPLICABLE BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY PURCHASE OR REQUEST COMMUNICATED TO US.

WITHDRAWALS FOR PURCHASES. As we are notified by the Agency of Purchases and presented with a valid Access Number by such Agency, the Bank will issue an authorization code (the "Approval Code") to the Agency provided you have sufficient funds available in the Account. This Approval Code confirms to an Agency that the Access Number is valid and that there are sufficient funds available in your Account for the Purchase. Upon further request of an Agency to execute the Purchase, the Bank will make payment out of your Account to that Agency for the Purchase. You expressly authorize us to make payments out of your Account to the Agency for Purchases as provided for herein. The level of your Account will be recorded by us daily.

You agree that we will be entitled to charge your Account for all Purchases as reported to us by Agencies presenting a valid Access Number, without investigating the facts or circumstances surrounding each Purchase. You agree that any indebtedness created in connection with this Account and/or use of this Service by any of your apparent officers, employees or agents shall be your debt.

You agree that we are under no obligation to complete any Purchase or instruction related to this Service that (i) exceeds your collected and available funds on deposit in the Account, even if we have done so in the past, (ii) is not in accordance with any condition requested by you and agreed to by us, (iii) we have reason to believe may not be authorized by you, (iv) involves funds subject to a hold, dispute or legal process preventing their withdrawal, (v) violates, in our opinion, any provision of any present or future risk control program of the Federal Reserve or any other applicable federal or state law, (vi) does not comply with any other requirement stated in this Agreement or any of our policies, procedures or practices, and/or (vii) for our protection or yours, we have reasonable cause not to honor.

STOP PAYMENT. As between the Bank and you, you shall have no right to stop payment of a Purchase after the Bank has received a valid Access Number for that Purchase from the Agency and the Bank has issued an Approval Code to the Agency as provided for herein. Any payment by us, in accordance with this Agreement, shall reduce, by the amount of the payment, our debt to you in connection with the Account.

BANK'S USE OF THIRD PARTIES. The Bank's ability to provide the Service depends on its ability to provide access to third party networks. You expressly acknowledge and agree that third party networks may be used to provide the Service hereunder. In the event the Bank determines, in its sole discretion, that it is unable to provide third party network access, the Bank may discontinue the Service or any aspect thereof, or may provide the Service or any aspect thereof, through alternate third party networks, and shall have no liability for the unavailability of such access.

FEES, CREDITS, AND CHARGES. Your FirstPay Account will be subject to monthly account service fees, as such fees are set forth on the "FirstPay Fee Schedule" (the "Fee Schedule") or as subsequently modified in accordance with this Agreement. You authorize us to debit your Account for the FirstPay service fees associated with your use of the Service. Applicable credits to offset these fees will be allowed on collected balances maintained in your FirstPay Account, as such credits are set forth on the Fee Schedule.

If you owe us any money which is due pursuant to the terms of this Agreement and/or your use of this Service, you agree that when permitted by law, we may use the money in your Account to pay the amount due. In these instances, you agree to pay any applicable charges as set forth on our schedule of charges in effect, as a partial reimbursement for the expense and cost of handling your Account, and we may apply those charges to your Account.

STATEMENTS. Monthly statements will be provided which reflect all transactions that have been processed through your Account. In addition to being mailed to you at the address provided herein or as otherwise provided to us in writing, your monthly statement and any other information in connection with your Account are available on the Website. You agree to notify us promptly in writing if you change your mailing address. You agree to review your statements and notify us within fourteen (14) days of any suspected errors or any other irregularities. If you so notify us and if our records show that we have made an error on your statement, or if we are responsible for any irregularity, we will correct it subject to the limitation of liability provision provided herein.

DAILY PURCHASE SECURITY REPORT. A "daily purchase activity report" (the "Activity Report") is available to you on the Website. This Activity Report is a supplement to your monthly statement and reflects Purchases in FirstPay Access Number order. The Activity Report also reflects any "client number" and/or "case number" for each Purchase as provided by you at the time of the transaction. Note that accessing this report in excess of once daily may result in additional fees to you as provided for on the FirstPay Fee Schedule.

DATA RECORDING. You consent to our recording and monitoring of any telephone conversations and online transmissions or communications including, but not limited to, requests or instructions. We, however, have no duty to record or monitor such telephone conversations or online transmissions and communications, and the election to record and/or monitor is totally within our discretion.

ASSIGNMENT. Your Account cannot be assigned or transferred without our prior written consent.

LIMITATION OF LIABILITY. To the extent permitted by law, and except for the remedies provided expressly herein for breach of this Agreement, you agree that we will have no liability whatsoever for any loss, damage, or claim (collectively, a "Claim") arising out of the performance of or non-performance of this Service in accordance with the terms of this Agreement, EVEN IF SUCH CLAIM ARISES, IN WHOLE OR IN PART, FROM OUR NEGLIGENCE, but excluding any claim arising from our gross negligence or willful misconduct. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY INDIRECT LOSS THAT YOU MAY INCUR OR SUFFER IN CONNECTION

WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES. Any third party service provider is an independent contractor and not our agent. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF AGENCY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE BY US WITH RESPECT TO ANY SERVICE HEREUNDER AND WE DISCLAIM ALL SUCH WARRANTIES. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, we shall not be liable at any time to you or any other person or entity for loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of our responsibilities under this Agreement which is caused or occasioned by any act or thing beyond our reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by a service provider or another bank or financial institution. In addition, we shall be excused from any failure or delay in executing a transaction hereunder, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that we shall not have any liability whatsoever for any loss caused by the act, error, or omission by you or any other person, including, without limitation, any service provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed our agent. You understand and agree that the fees charged for the performance of the Service have been established in contemplation of these limitations on liability.

INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS US AND OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COURT COSTS, (COLLECTIVELY, A "LOSS") WHICH RESULT, DIRECTLY OR INDIRECTLY, FROM OUR PROVIDING OF THE SERVICES TO YOU HEREUNDER, EVEN IF SUCH LOSS ARISES, IN WHOLE OR IN PART, FROM OUR NEGLIGENCE, BUT EXCLUDING ANY LOSS ARISING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE DEPOSIT ACCOUNT AGREEMENT.

NOTICES. All notices required to be sent to you will be effective when we mail or deliver them to the last address that we have for you in our records. If your Account is a joint account, notice to any of the joint accountholders will be effective as if delivered to all of the accountholders.

CLOSING YOUR ACCOUNT; CANCELLING THE SERVICE. Subject to the terms and conditions of this Agreement including all obligations for payment of Purchases, either party may close the Account and/or cancel the Service at any time upon written notification to the other.

BINDING ARBITRATION; VENUE; JURY TRIAL WAIVER. You agree that transactions under this Agreement constitute transactions in "commerce" within the meaning of the Federal Arbitration Act ("FAA") (9 U.S.C. § 1 et seq.). You agree that any controversy or claim arising out of or relating to this Agreement, or any of the transactions contemplated under this Agreement, or any of the Services provided pursuant to this Agreement, or any of the discussions or negotiations leading up to the making of this Agreement, or any relationship that results from any of the foregoing, whether based in contract, or an alleged tort, or on any other legal theory, and whether asserted as an original or amended claim, counterclaim, cross claim, or otherwise, shall be settled by binding arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") under its then current Commercial Arbitration Rules. The arbitration proceedings and hearings shall be conducted at the Houston, Texas office of the AAA, unless another location is selected and mutually agreed to by the parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. At the request of either party, the arbitrator shall be an attorney having at least fifteen (15) years experience. Any dispute regarding whether a particular claim is subject to arbitration will be decided by the arbitrator, including, without limitation, any claim that this Agreement or this agreement to arbitrate disputes was induced by fraud. Any court of competent jurisdiction may compel arbitration of claims pursuant to this Agreement. This agreement to arbitrate disputes will survive termination of this Agreement. BOTH PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER PARTY WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.

AMENDMENTS. We reserve the right to change any of the terms and conditions of this Agreement, as well as all fees and credits associated with the use of the Service. We will notify you by mail of any changes at least thirty (30) days prior to the effective date of the change, unless applicable law requires us to give you additional notice. As relates to the Service provided hereunder, this Agreement replaces any prior agreement governing your Account and/or your use of the Service.

WHAT LAW APPLIES. This Agreement will be governed by the laws of the State of Texas (without regard to conflicts of law principles) and any applicable federal law governing the transactions hereunder. All obligations under this Agreement are performed at our banking house in San Antonio, Bexar County, Texas. If any of these terms and conditions cannot be legally enforced, they will be considered changed to the extent necessary to comply with the law.

ENTIRE AGREEMENT. This Agreement, the applicable Deposit Account Agreement, and the Terms of Use and the Security Statement posted on our Website contain all of the terms and conditions governing your FirstPay Account and your use of the Service, and may be amended only as provided for herein.

FOR BANK USE ONLY