

Office of Tax Assessor-Collector
COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

December 26, 2011

Ms. Marty Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, TX 78539



Dear Ms. Salazar:

Enclosed find Remote Deposit Capture/Remit Plus Services Agreement from First National Bank.

First National Bank has included an Addendum to this Agreement.

On Exhibit A, Remote Deposit Capture/Remit Plus Fees and Pricing, we are only looking at Remote Deposit, not the Remit Plus.

Kindly review and advise our office as soon as possible.

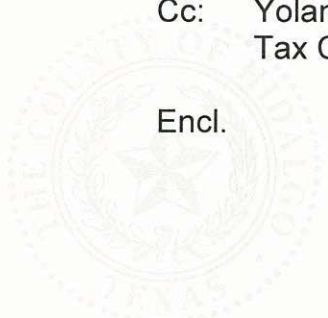
Very truly yours,

Armando Barrera Jr. RTA
Hidalgo County Tax Assr/Coll

ABJ:nc

Cc: Yolanda Villescas, RTA
Tax Collection's Manager

Encl.





Secure Mailbox ? HELP

VIEW MESSAGE

SUBJECT: Remote Deposit Capture Services
FROM: Dacia.Salinas@webfnb.com
TO: evangelina.garcia@co.hidalgo.tx.us
CC: yolanda.villescas@hidalgocountytax.org , evangelina.garcia@co.hidalgo.tx.us , roxanna.deleon@webfnb.com
SENT: Wed 15 Feb 2012 08:16:55 CST
EXPIRES: Fri 16 Mar 2012 08:16:55 CDT

?

Vangie,

This is to clarify Mr. Barrera's request for Remote Deposit Capture Services, the agreement provided is solely for the Remote Deposit Capture service. Remit Plus services would require an additional application to be completed which has not been requested.

Please let me know if you have any other questions.

Thank you,

DACIA A. SALINAS
AVP Commercial Sales
FIRST NATIONAL BANK
956-385-3532
956-385-3531 fax
dacia.salinas@webfnb.com
www.webfnb.com

"You're *Family* Here!"

PRIVACY NOTICE: This information is intended only for the use of the individual or entity to which it is addressed and contains information that is privileged, confidential or exempt from disclosure under applicable federal or state law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, contact the sender and delete the material from any computer. Any views or opinions expressed in this message are those of the individual sender and not necessarily those of First National Bank, shareholders, or directors.



Remote Deposit Capture/ Remit Plus Services Agreement

This Remote Deposit Capture/ Remit Plus Agreement ("Agreement"), a remote deposit/remit plus services agreement, is entered into as of February 28, 2012 ("Effective Date"), by and between **First National Bank, Edinburg, Texas** ("Bank") and Hidalgo County ("Customer"). Bank and Customer are hereinafter collectively referred to as the "Parties." The Parties agree that the term of this Agreement is to be for one year from the Effective Date, unless terminated or extended in accordance with the provisions of this Agreement.

Recitals

WHEREAS, Bank is engaged in providing Remote Deposit/Remit Plus Services ("Services") for commercial customers; and,

WHEREAS, Customer is a commercial customer that wishes to purchase the Services in connection with its business; and,

WHEREAS, the Parties wish to enter into this Agreement whereby (i) Customer will retain the services of Bank to provide the Services to Customer in order for Customer to process payments from its customers more efficiently; and (ii) Bank will provide the Services to Customer in furtherance of its business; and,

WHEREAS, Bank has agreed to provide the Services for fair and adequate consideration, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and based upon other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

Agreement

This Agreement governs Customer's use of the Services. Bank offers the Services under this Agreement only in association with Customer's deposit accounts with Bank ("Account(s)"), and this Agreement supplements but does not replace any agreement(s) Customer might have entered into with respect to other services including Customer's Deposit Account Agreement ("Deposit Agreement"). **By signing this Agreement, Customer agrees to be bound by these terms, conditions and obligations.**

I. GENERAL TERMS AND PROVISIONS

A. Authority. Customer represents that it has full and complete authority to enter into this Agreement. Bank may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person who is described as an authorized representative or authorized person of Customer (individually, an "Authorized Person"; and collectively, "Authorized Persons"). Bank may require further written confirmation of instructions given orally or by facsimile. Each Authorized Person is authorized to conduct any transaction within the scope of the Services. Bank may rely on any written notice containing signatures of an Authorized Person unless Bank has reason to believe that the signature is not genuine. Each Authorized Person may act alone. If Bank receives conflicting instructions from Authorized Persons, Bank may (a) honor one or more of the instructions received, (b) refuse to honor any of the instructions until Bank receives instructions to which all Authorized Persons agree or (c) submit to a court all funds which are subject to the conflicting instructions (at which time Bank will be automatically discharged from any obligations with respect to such funds).

B. Fees and Other Charges

1. Fees are payable as set forth in the Bank's Schedule of Fees delivered to Customer in connection with this Agreement (as amended from time to time, the "Schedule of Fees"). If sufficient funds are in the Account(s), Bank will offset such fees against the balance of the Account(s) on or after the date they are payable.

2. If the Account(s) do not contain funds in an amount sufficient to pay such fees, on the date they are payable, then Bank may, in its sole discretion, immediately terminate this Agreement (or the Services) and Customer's access to any of the Services without prior notice. Regardless of whether Bank exercises this termination right, Bank will assess, and Customer agrees to pay, a finance charge equal to 1% per month (18% per year) on all outstanding balances 31 days and older. Customer will be responsible to Bank for all costs incurred by Bank to collect any outstanding balances due Bank, including reasonable attorney's fees and court costs. Bank's fees and charges do not include sales, use, excise or similar taxes. Consequently, Customer is solely responsible for and agrees to pay amounts equal to any such taxes resulting from this Agreement or any activities hereunder. If any dispute arises involving any of such fees, Customer will promptly notify Bank of the dispute and will not withhold payment. Bank will investigate the disputed fees within 15 days and promptly notify Customer of the findings of its investigation. All fees and charges are subject to change by Bank upon 30 days' prior written notice to Customer.

C. Confidentiality. Subject to the provisions of the Texas Public Information Act, If Customer uses any software product or Internet delivered service provided by Bank in connection with the Services, Customer acknowledges that Bank has a proprietary interest in such software or Internet delivered service, as well as any records, manuals, codes, files or systems which accompany it or are provided in connection with it, the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto, together with any other documentation, user guide, or instructions (collectively, the "Software") and that such Software remains the property of Bank. Subject to the provisions of the Texas Public Information Act, Customer will not disclose the Software except to its employees who need to know the Software in order to perform their jobs and assure compliance with this Agreement. Subject to the provisions of the Texas Public Information Act, Customer also agrees not to disclose, and to instruct its employees not to disclose, the Software to anyone else. Subject to the provisions of the Texas Public Information Act, If Customer ceases to use the Services; Customer will return the Software to Bank. Subject to the provisions of the Texas Public Information Act, Customer will not disclose or reveal the terms of this Agreement or any fees and charges under this Agreement to anyone other than employees of Customer who require such information in the ordinary course and scope of their employment, or to other individuals whose assigned duties reasonably require that such disclosure be made, or if disclosure is required by legal process.

D. Security Procedures. Customer will abide by Bank's security procedures for the Services. Customer has approved such security procedures and agrees that those procedures are commercially reasonable and adequate for the purposes intended. Bank may rely on the security procedures to determine whether any instructions are authorized, and Customer will be bound by instructions issued in its name by any Authorized Person and accepted by Bank in compliance with the security procedures, whether or not Customer actually authorized such instructions. The security procedures may include a PIN, user ID number, password or other code (collectively, a "Code"). If Customer believes or has reason to believe that any security procedure or Code has or may have become known by unauthorized persons (whether such persons are employed by Customer or not), Customer will immediately notify Bank by telephone and will confirm that oral notification in writing to Bank within 24 hours. Bank will have no liability for losses caused by unauthorized access to any confidential information. Bank will replace the security procedures in accordance with Bank's security requirements. Customer will be liable for any instructions and other communications initiated before Bank has received that notice and has had a reasonable opportunity to act on that notice. Bank reserves the right to change any or all of the security procedures at any time by giving written notice to Customer. Customer should carefully consider the security risks associated with the number of Authorized Persons granted access to the Services and limit that number in accordance with prudent business practices.

E. Internet Delivered Services. The Services involve use of the Internet for delivery of and obtaining files and other information. Customer represents that it is aware of the processes implemented by Bank with respect to the use of the Internet in connection with the delivery of the Services, and Customer agrees that such processes, including encryption, are commercially reasonable and acceptable to Customer (even if such processes, including encryption, do not consist of the most recently developed technologies for such activities). For any of the Services using the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of those third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event will Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Customer's ability to connect to the Internet, or Bank's ability to connect to the Internet on Customer's behalf.

F. Provision of Communication Devices. Bank will retain ownership of the equipment provided by the Bank for the Services and set forth on **Exhibit A (the "Equipment")**. Upon termination of this Agreement by either party for any reason, Customer shall return the Equipment in the condition as originally provided to Customer excepting ordinary wear and tear resulting from proper use, packed for proper shipment, shipped to such place or by such carrier as the Bank shall specify. In the event the Equipment has not been returned within fifteen (15) calendar days of the date of termination, Customer shall make payment to the Bank in an amount equivalent to the Bank's replacement cost for the Equipment, as established by the Bank and set forth in **Exhibit B**.

G. Software Licenses. Certain of the Services involve use by Customer of Software provided by Bank and for which Bank is the owner of the license. Customer will use such Software in connection with the Services under Bank's permission given in accordance with Bank's license and subject to the terms and provisions of such license. Customer further agrees that such permission may be withdrawn at any time by Bank. Bank's permission to use such Software will be automatically withdrawn upon termination of this Agreement.

H. Notices. Any notices required under this Agreement will be in writing, and the notice will be effective when received. Notices must either be sent by certified mail, return receipt requested, postage prepaid, or hand delivered, and addressed (a) to Customer or Bank at the address that is set forth on the signature page to this Agreement or to Customer at the address to which account statements are mailed, or (b) to either party at any other address designated in writing by one party to the other. Changes in either party's address must be sent to the other party according to these notice procedures at least 30 days before its effective date.

I. Successors and Assigns. This Agreement is binding upon and is for the benefit of Bank and Customer and their respective successors and assigns. Bank may, at any time and in its sole discretion, assign this Agreement to any affiliate, subsidiary, parent, any company owned or controlled by any affiliate, subsidiary or parent company or any entity that acquires substantially all of the assets of Bank. Otherwise, Bank and Customer may not assign this Agreement to any other person without the express written agreement of the other party.

J. Recording Telephone Conversations. Customer agrees on behalf of itself, its officers, employees and agents that Bank may (but has no obligation to) record or monitor any telephone conversation with any person in connection with this Agreement without further notice to any person.

K. Amendments. Bank may amend this Agreement at any time by giving 10 days' written notice to Customer. However, if the change is required by law, regulations or applicable clearinghouse rules, or by any



governmental agency having regulatory authority over Bank, or if Bank determines in its sole discretion that the change is necessary for the security of the Account(s) or the security or integrity of the systems used by Bank in performing the Services, Bank may amend this Agreement by giving Customer written notice promptly after the change. If the change is unacceptable to Customer in any case, Customer may terminate this Agreement by written notice to Bank before the effective date of the change (or within 10 days after receiving notice of any change for which prior notice is not required).

L. Business Day. A Business Day is any day that Bank is operating and open for business except Saturday, Sunday and all federal holidays. All transactions, deposits, instructions and entries received by Bank on a day which is not a Business Day will be treated as if received on the next Business Day.

M. Termination. This Remote Deposit Capture Services Agreement may be terminated without cause upon thirty (30) days' written notice by the County of Hidalgo and in no ways does it alter or amend the original Depository Contract signed on April 17, 2009. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other. **Bank may terminate this Agreement immediately** if the Customer (a) fails to maintain adequate balances in any applicable account or does not pay an overdraft upon demand, (b) violates this Agreement or any other agreement Customer has with Bank, including any loan, credit or letter of credit agreement, (c) fails to provide financial information that Bank reasonably requests, (d) has a material adverse change in its financial condition, or (e) makes a general assignment for the benefit of creditors or becomes a debtor in any bankruptcy or other insolvency or liquidation proceeding of any kind. Bank may also terminate this Agreement immediately if it can no longer practicably provide the Services. If Bank terminates this Agreement other than pursuant to the first sentence of this Paragraph, Bank has the right, effective immediately at the time of termination, to make no further transfers or payments from the Account(s), including any transactions previously authorized by Customer. The limitation of liability, indemnity and confidentiality provisions of this Agreement will survive its termination.

Ma. Funding Out Clause: Commitment of Current Revenues Only. In the event that, during any term hereof, the County of Hidalgo Commissioners Court does not appropriate sufficient funds to meet the obligations of Customer under this Agreement, Customer may terminate this Agreement upon sixty (60) days written notice to Bank and in no way does it alter or amend the original Depository contract signed on April 17, 2009. Customer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Customer pursuant to the provisions of Tex. Loc. Govt. code Ann. 271.903 (Vernon Supp. 1996).

N. Choice of Law. This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Texas. Venue for any dispute arising under this Agreement will be in the civil courts of Hidalgo County, Texas. Both Bank and Customer agree to waive objections to venue that they may now or hereafter have as to the venue in that court. Customer may be served with process by certified or registered mail, return receipt requested at Customer's **notice address provided in this Agreement or by any address used for the mailing of Bank depository account statements**, or in any other manner permitted by law. The prevailing party in any lawsuit related to this Agreement will be entitled to legal costs, including reasonable attorney's fees. Notwithstanding this Paragraph, in the event of a conflict between this Paragraph and Paragraph I.O. regarding arbitration, Paragraph I.O. will govern and control.

O. Arbitration. Either Customer or Bank may request (before or after judicial proceedings have begun) that any controversy or claim related to this Agreement be settled by mandatory and binding arbitration using the Commercial Arbitration Rules of the American Arbitration Association. In that case, all statutes of limitation that would otherwise apply will continue to apply and the arbitration will be conducted in Edinburg, Texas by a single arbitrator (or by 3 arbitrators if the amount in controversy exceeds \$1 million). The arbitrator(s) may (a) order discovery to be conducted in accordance with the Federal Rules of Civil Procedure and (b) make summary rulings such as summary judgments and orders of dismissal after a party submits a motion to dismiss. Any arbitration award will be final and binding. Nothing herein prevents either Bank or Customer from exercising self-help remedies such as offset, or from foreclosing any lien or security interest it may have or from obtaining emergency court relief where it would otherwise be available.

P. Standard of Care. Bank's responsibility to Customer under this Agreement is limited to the exercise of ordinary care. If Bank substantially complies with the procedures set forth in this Agreement, Bank will be considered to have exercised ordinary care. If Bank occasionally and unintentionally deviates from the procedures in this Agreement, the deviation will not be considered to be a failure to exercise ordinary care in respect to the transactions in which they occurred.

Q. [INTENTIONALLY LEFT BLANK]

R. Entire Agreement. THIS AGREEMENT AND ALL AMENDMENTS, EXHIBITS AND ATTACHMENTS EMBODY THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND BANK REGARDING THE SERVICES. THIS AGREEMENT SUPERSEDES ALL PROPOSALS AND PRIOR AGREEMENTS AND ALL ORAL DISCUSSIONS RELATING TO THE SUBJECTS COVERED BY THIS AGREEMENT. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN BANK AND CUSTOMER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN CUSTOMER AND BANK.

S. Other Governing Documents and Laws. In addition to this Agreement, transactions covered by this Agreement are also governed by the following as applicable: signature cards, applicable software or Internet delivered program user guides, Bank's Rules and Regulations Governing Deposit Accounts, applicable or relevant software license agreements, Automated Clearing House ("ACH") operating rules (specifically, the NACHA Operating Rules and Guidelines), Article 4 and Article 4A of the Texas Business and Commerce Code, the Electronic Fund Transfers Act, Regulation E and Regulation J of the Federal Reserve Board, the Bank Secrecy Act and all other applicable federal or state laws or regulations. Customer is bound by all of these documents, laws, rules, regulations, terms and conditions whether or not Customer has signed the documents or read the applicable agreement, document, law, rule, regulation, term or condition. If Bank's Rules and Regulations Governing Deposit Accounts are inconsistent with this Agreement, this Agreement controls.

T. Encryption. Customer, and not Bank, bears the sole responsibility and obligation with respect to compliance by the encryption services and products provided by Bank under and in connection with this Agreement (the "Encryption Services") with the laws of all jurisdictions other than the United States of America and the states thereof ("Foreign Jurisdictions"). If Customer is organized under the laws of a Foreign Jurisdiction, or if Customer transfers data that is encrypted by means of the Encryption Services from a Foreign Jurisdiction into the United States of America or from the United States of America to a Foreign Jurisdiction, then in each case, Customer will (a) consult with its legal counsel regarding compliance of the Encryption Services with the laws of such Foreign Jurisdiction, and (b) comply in all respects with the laws of such Foreign Jurisdiction with respect to the Encryption Services.

U. Limit of Liability. IN NO EVENT WILL BANK OR BANK'S SERVICE PROVIDERS BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF THE USE BY CUSTOMER OF ANY SERVICE OR THE FAILURE OF BANK OR ITS SERVICE PROVIDERS TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF BANK OR BANK'S SERVICE PROVIDERS HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO CUSTOMER OR TO ANY OTHER PERSON AS TO THE SERVICE OR ANY ASPECT THEREOF, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE CREATES A



WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO CUSTOMER AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICE (INCLUDING CUSTOMER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, CUSTOMER'S SOFTWARE, OR CUSTOMER'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT CUSTOMER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BANK IS NOT RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CUSTOMER TO BANK OR FROM BANK TO CUSTOMER. BANK IS NOT RESPONSIBLE FOR NOTIFYING CUSTOMER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE.

V. Miscellaneous Terms and Conditions

1. Exhibits Incorporated. All exhibits referred to in this Agreement are incorporated in this Agreement for all purposes just as if such exhibits were set forth in their entirety within this Agreement.

2. Severability. If any section, provision or condition of this Agreement is deemed invalid or unenforceable, that provision will, to the extent permitted by applicable law, be deemed reformed so as to be enforceable. If reformation is not possible, this Agreement will be read as if that provision was never a part of it and the remainder of the Agreement will be enforced.

3. Compliance With Laws. Customer will comply with, and will take whatever action is necessary for Bank to remain in compliance with, all federal and state laws and regulations regarding the provision of Services covered by this Agreement.

4. Captions & Headings. The captions and headings included in this Agreement are for convenience only and do not control or affect the meaning or construction of this Agreement.

5. No Waiver. If Bank waives any failure of Customer hereunder, such waiver will not operate to waive any other breach of the same or a different provision.

6. Reporting Errors. Customer must promptly report in writing any error in connection with any of the Services and any discrepancy between Customer's records of its orders and requests (including wire and ACH payment orders) and the notices Customer receives from Bank regarding Bank's execution of Customer's orders and requests. Customer agrees that 60 days is a reasonable time for Customer to notify Bank of discrepancies, including unauthorized and erroneous payment orders, unless any other applicable administrative documents, agreements or laws provide for a shorter notification time, in which case such shorter time will apply. Customer will provide Bank with all information Bank reasonably requests in connection with any discrepancy. This Paragraph does not change Bank's Rules and Regulations Governing Deposit Accounts notification requirements regarding checks paid without a properly authorized signature or errors or discrepancies other than those specifically related to any Services.



7. Cooperation. Bank and Customer agree to cooperate with each other in investigating and prosecuting any loss recovery.

8. Additional Information. Customer will execute any additional documents and provide any information (including information necessary to remake or reconstruct any deposit, transmission, file or entry) that Bank reasonably requests.

9. Extension of Credit. Certain provisions of this Agreement may require Customer to have specified amounts of collected or available funds in its accounts at Bank or an affiliate at certain times. Neither Bank nor the affiliate is ever obligated to extend credit to Customer unless Bank has specifically agreed to do so in a separate writing and any conditions to that obligation have been satisfied. However, Bank has the option to extend credit to Customer from time to time by permitting overdrafts in its accounts, delaying collection of amounts due or otherwise. If Bank extends credit to Customer, the outstanding principal amount is immediately due and payable and will bear interest from the date the credit is extended until it is repaid at an annual interest rate determined by Bank, not to exceed the lesser of 18% per annum or the maximum non-usurious rate of interest permitted under applicable Texas or federal law (whichever permits the higher rate). If Bank does not elect to extend credit to Customer, Customer must provide immediately available funds sufficient to satisfy its obligations under this Agreement.

10. Software. If Customer uses one or more of Bank's proprietary computerized data transmission systems or supporting Software, it is bound by Bank's and other third parties' terms and conditions relating to information services, in addition to the terms that relate to the specific Services Customer accesses by that transmission facility.

11 Force Majeure. No party will be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include: any failure or interruption of any electronic communication system between Customer and Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.

12. Delegation to Administrator. With respect to certain of the Services provided under this Agreement, Customer may request, and Bank may agree, that certain aspects of Customer's role in connection with such Services be delegated to an administrative representative of Customer (the "Administrator"). In connection with any Services for which an Administrator has been designated, Bank will set up such Services as if there were only one user, the Administrator, and the Administrator will assign rights and duties with respect to such Services to other officers and employees of Customer as Administrator may select. With respect to any Service for which an Administrator is selected, (a) Bank may look solely to the Administrator as the sole user of such Service, (b) Bank will be deemed to have no knowledge of, or responsibility for, (i) the identity of any person who the Administrator or Customer may have designated as a user of the Service, (ii) the status of any such designation (i.e. whether such designation is in effect or has been changed), or (iii) any act or omission by any such person, notwithstanding any actual knowledge Bank may have regarding any such matter. Customer has sole responsibility for (i) the selection of any person designated by Administrator or Customer as a user of any Service and (ii) the acts and omissions of any such person in connection with any Service. Customer holds Bank harmless from and against any claim relating to the identity of any person selected by the Administrator or Customer to use a Service, the status of any such delegation, and acts or omissions of any such person with respect to any Service.

13. No Third Party Beneficiaries. This Agreement confers no rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against Customer or Bank, their respective successors, assigns or affiliates.

14. Construction. This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by the Parties in reliance upon the economic and legal bargains contained herein, and is to be interpreted and construed in a fair and impartial manner without regard to such factors as the party that prepared the instrument or drafted any provision hereof, the relative bargaining powers of the Parties, or the domicile of any party.

II. SERVICES. Bank will provide the Services to Customer, which allows Customer to make deposits to Account(s) maintained with Bank from Customer's place of business by scanning checks on a desktop scanner, or to initiate electronic signals for paperless entries through Bank to accounts maintained at Bank and in other depository financial institutions by means of the ACH. Customer must obtain ACH origination services from Bank before initiating ACH debit entries. The scanner will capture an image of the front and back of the check and will read and capture the Magnetic Ink Character Recognition ("MICR") line of the check. After capture of the image and data, Customer will transmit a file, via the Bank's online web banking service, to Bank or Bank's third party service provider ("TPSP") and Bank will provisionally credit an Account for the amount of the deposit and enter the images of the checks or the paperless debit entries into the collection process in accordance with the Deposit Agreement and this Agreement. Bank may discontinue the Services, or any related content, features, products or services, or the terms thereof, at any time without notice or liability to Customer or any third party. Bank will supply the Services to the Customer in accordance with the following terms:

A. Deposited Checks. Customer will scan and remotely deposit only checks that are acceptable to Bank for deposit into a deposit account at the Bank. Customer will only deposit checks ("Checks"), as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"), at 12 C.F.R. Section 229.2(k), payable to Customer. Customer will not deposit Checks that are issued by Customer or Customer's affiliates drawn on Customer's or Customer's affiliates' accounts, or in violation of any law, or any Check that Customer suspects or should know to be fraudulent or not authorized by the legal owner of the account on which the Check is drawn.

CUSTOMER WILL NOT DEPOSIT, WITHOUT BANK'S PRIOR WRITTEN CONSENT, "SUBSTITUTE CHECKS" AS DEFINED BY FEDERAL LAW OR IMAGE REPLACEMENT DOCUMENTS THAT PURPORT TO BE SUBSTITUTE CHECKS AND WHICH HAVE BEEN PREVIOUSLY ENDORSED BY A BANK. IF CUSTOMER DEPOSITS SUCH AN ITEM, CUSTOMER WILL REIMBURSE BANK FOR ANY LOSSES, COSTS AND EXPENSES BANK MAY INCUR ASSOCIATED WITH WARRANTY OR INDEMNITY CLAIMS. IF CUSTOMER PROVIDES BANK WITH AN ELECTRONIC REPRESENTATION OF A SUBSTITUTE CHECK FOR DEPOSIT INTO THE ACCOUNT(S) INSTEAD OF AN ORIGINAL CHECK, CUSTOMER WILL REIMBURSE BANK FOR LOSSES, COSTS AND EXPENSES BANK INCURS BECAUSE THE SUBSTITUTE CHECK RESULTING FROM THE ELECTRONIC REPRESENTATION DOES NOT MEET APPLICABLE SUBSTITUTE CHECK STANDARDS OR CAUSES DUPLICATE PAYMENTS. CUSTOMER WILL NOT DEPOSIT FOREIGN CHECKS DRAWN ON FINANCIAL INSTITUTIONS THAT ARE LOCATED OUTSIDE OF THE UNITED STATES OR TERRITORIES OF THE UNITED STATES.

B. Hardware and Software.

1. The Services require Customer to use the Equipment, which meets certain technical requirements for the proper delivery of the Services and to provide Customer with secure Internet access. Customer will use the Equipment in a manner consistent with the terms of the Services. Customer is solely responsible for the operation and maintenance of all Equipment used as part of this Agreement, and Customer will ensure that the vendor recommended maintenance is performed by trained personnel. Bank is not responsible for any computer virus or related problems that may be associated with using electronic mail or the Internet to deliver the Services. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Customer's computer hardware or software. Bank advises



Customer to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. Customer will only use hardware provided by Bank or hardware approved by Bank, including image scanners and personal computers, described on **Exhibit A** and meeting the minimum system requirements set forth on **Exhibit A**.

2. Customer is responsible for maintaining any additional equipment that is necessary for the Services, such as telephones, terminals, modems, scanners, and computers. Customer will use equipment that is compatible with Bank's programs, systems and Equipment, which Bank may change from time to time. Bank assumes no responsibility for the defects or incompatibility of any computers or software that Customer uses in connection with the Services, even if Bank has previously approved their use. Customer will notify Bank promptly if any Software or Equipment that Bank provides to Customer becomes defective, and Bank's sole responsibility (if any) in such instances will be to repair or replace the defective Software or Equipment. Customer is responsible for any purchased Equipment and for its repairs. Purchased Equipment may come with manufacturer's warranty, and Customer is responsible for purchasing any extended warranty, if desired.

3. All right, title and interest in and to any and all Software will be and remain the property of Bank or any third party software provider, as applicable. Unless otherwise expressly authorized, Customer may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of the Software in any form. Customer will not reverse engineer or reverse compile any Software.

4. **Testing.** Bank reserves the right to service, repair, exchange, test, and perform reasonable and occasional quality assurance exams on all the Equipment, if deemed necessary by Bank, both on and off the Customer's premises. Such exams will not exceed a frequency of once per month unless mutually agreed by the Parties. Bank reserves the right to process test system inquiries on Customer's behalf and at Customer's expense in order to monitor network performance and quality assurance. After the initial installation of the Equipment, any relocation thereafter must be approved or performed by an authorized Bank representative. Failure to comply will constitute grounds for termination of this Agreement and immediate repossession of all the Equipment.

5. **Third Party Services.** In providing the Services hereunder, Bank may use and rely upon certain TPSPs to provide database storage, database access, switching and other data communications services to Bank. Customer's rights under this Agreement will be solely and exclusively against Bank, and Customer will have no right or recourse against any TPSP hereunder, and Customer hereby waives any and all such rights or recourse, directly or indirectly, against any TPSP or the Federal Deposit Insurance Corporation.

C. Certain Fees and Charges.

1. **Service Fee:** A monthly fee will be assessed to the Customer, pursuant to the Schedule of Fees, as compensation to Bank for training and installation of the Equipment, access to the Services through Bank's Remote Deposit/Remit Plus service vendor, and Bank's customer support. All fees and charges are subject to change by Bank upon 30 days' prior written notice to Customer.

2. **Other Costs:** Customer will be responsible for all telecommunications-related costs necessary to access the Services. Bank will not be obligated to supply any special equipment (e.g., electrical outlets, telephone outlets, surge protectors, extension cords) necessary to operate any Equipment.

D. Scanning of Checks and Transmission of Files. After successful implementation and installation of any software or hardware related to the use of the Services (including the Software and the Equipment), Customer will: (a) with respect to each Check to be deposited, ensure Checks are endorsed in a manner in which provides adequate information to verify the payee received the intended credit for the Check, scan (and capture the image of) the front and back of each Check and capture the MICR encoding, and (b) with respect to image file(s) or batched ACH data or entries (individually, a "File", collectively "Files"), transmit the Files to

Bank. Customer agrees that (a) if changes are made to the MICR encoding in the file, it is only for correction of errors, and (b) to take reasonable steps to safeguard the confidentiality and security of Codes and any other proprietary property or information Bank provides to Customer in **connection with the Services**. Bank's security procedures are not designed for the detection of errors. Bank will not be obligated to detect errors by Customer or others, even if Bank takes certain actions from time to time to do so.

To ensure accuracy, Customer will balance the deposit dollar amount to the sum of the Checks or Checks comprising such deposit ("Balance" or "Balanced") before transmitting the File. Customer may send multiple Files to Bank throughout the day not to exceed the number of Files specified on **Exhibit B**. The total dollar value of the File received on any day will not exceed the dollar amount specified on **Exhibit B** ("Deposit Limit"). If the total dollar value of the Files transmitted to Bank on any particular day exceeds the Deposit Limit, Bank may refuse to accept the File that exceeds the Deposit Limit. Customer agrees not to exceed the Deposit Limit. The Balanced File must be received by Bank no later than the cut-off time specified on **Exhibit B** ("Cut-Off Time"). A File that is not Balanced or that is received after the Cut-Off Time will be deemed to have been received on the Business Day after the Business Day on which the File is actually received by Bank. Bank reserves the right to change the number of Files that may be transmitted per day, the Deposit Limit, and the Cut-Off Time. Any such change is to be effective immediately and may be implemented before Customer's receipt of the newly established Deposit Limit or Cut-Off Time. Customer may contact Bank at any time to verify the current Deposit Limit.

E. Maintenance and Destruction of Original Check. After scanning the Check, Customer will stamp and or use the scanner Franking functionality to mark the original Check with text or a numerical code to indicate that the Check has been "**processed**". Customer will store the original Check for 30 days after Customer has validly transmitted the File to Bank, such storage to be maintained in a secure fashion under procedures similar to which Customer maintains other confidential or proprietary information. During that 30-day period, Customer will take appropriate security measures to ensure that only authorized personnel have access to the original Check, that the information contained on the Check will not be disclosed, that the original Check is not duplicated or scanned more than one time, and that the original Check will not be deposited or negotiated in any form. Customer will destroy, by shredding, the original Check at the end of the 30-day period.

F. Image and MICR Quality. The File transmitted by Customer to Bank will contain images of the front and the back of the Checks scanned and remotely deposited by Customer ("Images"). The Images will be of such quality that the following information can clearly be read by sight review of the Images:

- The amount of the Check
- The Payee
- **The Drawer's Signature**
- The Date of the Check
- The Check number
- The information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line
- Other information placed on the Check before the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

Images will also meet any standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearinghouse or association. Customer will also capture and transmit to Bank the full-field MICR encoding on each Check. Customer will ensure that the following information is captured from the MICR line of the Check:

- Routing Transit Number
- Account Number
- When encoded, the Serial Number and the Process Control Field.



G. Receipt of File. Customer will remain liable for, and Bank will not be accountable to, Customer for a File or Check(s) that are not received by Bank or for a File or Check(s) that are intercepted or altered by an unauthorized third party.

Bank has no obligation to accept a File and therefore may reject any File or Images of Checks submitted by Customer. Bank has no obligation to notify Customer of the rejection of a File or Images but will make reasonable efforts to do so. Bank will have no liability to Customer for rejection of a File or Image(s) or for failure to notify Customer of a rejection. Customer assumes sole responsibility for providing Bank with complete and accurate information in the form and format that Bank requires. Bank is not responsible for confirming such information.

Upon receipt of the File, Bank may examine the File and the Images. If errors exist in the data or the Images contained in the File, Bank, in its sole discretion, may reject and not accept the entire File or Bank may elect to correct the error, accept and process the File ("Corrected File"). In the event of a correction, Bank may credit the Account(s) for the full amount of the deposit and thereafter make any necessary adjustments to correct the error. Bank may, at its option, perform a risk management analysis of the File submitted by Customer to detect potentially fraudulent Checks, and, in its sole discretion, reject the File or Image(s). If after examination of the File and Images, Bank determines that Customer has processed and transmitted the File in accordance with this Agreement, the File is Balanced, and the Images meet the requirements of Paragraph II. F., then Bank **will accept the File ("Accepted File") for deposit to the Account(s)**. Notwithstanding the fact that Bank has accepted the file for deposit, any credit made to the Account(s) will be provisional and Customer will remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against Bank on the part of any person. It is not possible for the Services to be totally free from operator, programming or equipment error, and errors in processing and compiling data may occasionally occur (for example, due to failure of others to provide accurate information or telecommunication failures). As such, Customer will review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. **Unless otherwise required by law, Bank's sole responsibility for any reporting errors caused by Bank will be to reprocess the information for the period in question and to provide corrected reports at Bank's own expense.** Customer will maintain adequate backup files of the data Customer submits for a reasonable period of time in order to **facilitate any needed reconstruction of Customer's transactions.** **If Bank is unable to provide the Services for any reason, Bank will promptly inform Customer of the problem and will take reasonable steps to resume processing.**

H. Provisional Credit and Availability of Funds. Upon acceptance of the File, Bank will grant the Account(s) provisional credit for the total amount of the Corrected File or the Accepted File. The provisional credit means that the credit is made to the Account(s) subject to final payment of the Checks and subject to the Deposit Agreement. For the purpose of determining availability of funds and the period of time for which funds may be held by Bank under Reg CC, the place of deposit will be Edinburg, Texas.

I. Collection of Checks. Bank, in its sole discretion, will determine the manner in which Images will be presented for payment to the drawee bank. Likewise, Bank, in its sole discretion, will select the clearing agents used to collect and present the Images and Bank's selection of the clearing agents will be considered to have been designated by Customer. Bank will not be liable for the negligence of any clearing agent. Customer agrees to be bound by any agreements entered into by and between Bank and any clearing agents, and Customer agrees to be bound by all clearinghouse rules and regulations ("Rules"), including regulations of the Board of Governors of the Federal Reserve System, Federal Reserve Bank Operating Circulars, National Check Exchange (NCE), Small Value Payments Company (SVPC), Viewpointe and Endpoint Exchange in which Bank is a member or to which Rules Bank has agreed to be bound. Collection of Checks is also subject to the terms of the Deposit Agreement.

J. Contingency Plan. If Customer is not able to capture, Balance, process, or otherwise transmit a File to Bank for any reason, including communications, equipment or software outages, interruptions or failures, Customer will transport the physical Checks and deposits to the closest office of Bank and deposit the original Checks with Bank until such time as the outage or other interruption can be identified and resolved. The deposit of original Checks at an office of Bank will be governed by the Deposit Agreement and not by this

Agreement. Notwithstanding the foregoing and to the extent applicable, Paragraph II. K., dealing with warranties, will apply to the deposit of original Checks.

K. Warranties. In addition to other warranties elsewhere in this Agreement, Customer represents and warrants to Bank:

- *Checks Deposited.* Customer will only deposit Checks that are authorized by this Agreement and the Deposit Agreement.
- *Image Quality.* The Images of the Checks transmitted by Customer to Bank contain an accurate representation of the front and the back of each Check and the Images comply with the requirements of Paragraph II. F. of this Agreement.
- *Accuracy of Information.* All data submitted by Customer to Bank is complete and accurate, including data contained in the MICR line of the Check.
- *Business Purpose Only.* Customer is not a consumer and the Services will be used for business purposes only. If Customer grants access to the Services to its employees for their personal use, Customer agrees to indemnify and hold Bank harmless from and against any and all claims, losses, liability, costs, and expenses (including **reasonable attorneys' fees**) arising from such use in accordance with Paragraph I. Q.
- *No Duplicates.* Customer will not create duplicate Images of the Checks. Customer will not transmit a duplicate Image(s) or File(s) to Bank. Customer will not deposit or otherwise negotiate the original Check(s) from which the Image(s) was created and that no subsequent transferee, including Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Check from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Check(s).
- *No Loss.* No subsequent transferee of the Check(s), including Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check.
- *Information.* All information provided by Customer to Bank is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Customer. Customer is not engaged or affiliated with any businesses, products or methods of selling other than those provided by Customer to Bank, except as to any such change for which Bank has been given notice in compliance with Paragraph II.M.
- *No Litigation.* There is no action, suit or proceeding pending or to Customer's **knowledge threatened** which, if decided adversely, would impair Customer's **ability to carry on its business substantially as now conducted** or which would adversely affect Customer's **financial condition or operations**.
- *Transactions.* All Checks and business transactions of Customer are bona fide.
- *Rule Compliance.* Customer conducts its business and submits Checks and Files in compliance with all laws and Rules.
- *Computer Virus.* The File and Checks(s) do not contain computer viruses or other harmful, intrusive, or invasive codes.

L. Returned Checks.

1. *Chargeback of Returned Checks.* If Images of Checks previously deposited by Customer are dishonored and returned unpaid by the drawee bank, Customer agrees that, since Customer either maintains the original Check or has destroyed the original Check in accordance with Paragraph II. E. of this Agreement, the original Check will not be returned and Bank may charge back an Image of the Check, an ACH debit, or other electronic or paper debit to Customer's **checking account**. Customer agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check.

2. *Special Instructions.* Customer may request that Bank re-present returned Checks to the drawee bank or to process returned Checks according to instructions provided by Customer to Bank ("Special Instructions"). The Special Instructions may be given to Bank in a separate document in conjunction with or after the execution of this Agreement. Bank will not be bound by the Special Instructions until such time as Bank has agreed in writing to accept the Special Instructions. Notwithstanding the fact that Bank



has agreed to accept the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Check back to the Account to which the Check was deposited. If Customer requests that returned Checks be re-presented, in no event will Bank re-present a Check or ACH entry in excess of the limit established or permitted for the number of times that a Check or ACH entry may be re-presented by law, rules, regulations, agreement, or Rules. Customer may change the Special Instructions by providing Bank a written request to change the Special Instructions. Changes to the Special Instructions will not become effective until accepted in writing by Bank. Customer hereby agrees to pay Bank the fees contained in Bank's Schedule of Fees for processing returned Checks and applicable Special Instructions, such as re-run.

M. Update Notice. Customer will provide written notice to Bank of any changes to the information provided by Customer to Bank, including additional locations, any change in business, any new business, the identity of principals or owners, the form of business organization, type of goods and services provided, and method of conducting sales. Such notice must be received by Bank within 5 Business Days of the change. **Further, upon Bank's request,** Customer will provide updated information within 5 Business Days of such request. Bank retains the right to (i) review Customer's Check and business activity from time to time to confirm Customer is conducting business as stated by Customer at the time of the execution of this Agreement, and (ii) re-price or terminate Bank's Services based on changes to the facts previously stated by Customer.

N. Financial Information. Bank may from time to time request financial information from Customer in order to evaluate a continuation of the Services to be provided by Bank hereunder or adjustment of any limits set by this Agreement. Customer will provide the requested financial information immediately upon request by Bank, in the form reasonably requested by Bank. If Customer refuses to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of Customer is unacceptable, Bank may terminate this Agreement. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.



The undersigned Customer hereby agrees that the Services to be provided by Bank will be governed by the terms and provisions of this Agreement, as may be amended from time to time. By signing this Agreement, the undersigned Customer agrees to be bound by all the terms of the Agreement, any addenda to the Agreement, and the exhibits described in the Agreement as if it had executed each of such documents, and further agrees that for the purposes of the Agreement, the term "Customer" includes the affiliates or subsidiaries of Customer named below that receive Services from Bank under the Agreement. Customer acknowledges receipt of the Rules and Regulations Governing Deposit Accounts with respect to Customer's Account(s) at Bank.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed by their duly authorized representatives.

Customer (Authorized Signer of Account)

Signature _____
Title _____
Date _____

First National Bank (Lending Officer)

Signature [Handwritten Signature]
Title Chief Operations Officer
Date 02/10/12

Customer (Authorized Signer of Account)

Signature _____
Title _____
Date _____

Affiliates / Subsidiaries of Customer to be included in this Agreement

Customer Address:

Bank Address:

**First National Bank
100 W. Cano Street
Edinburg, Texas 78540**

Attention: _____

Attention: Dacia A. Salinas

EXHIBIT A

Remote Deposit Capture/Remit Plus FEES AND PRICING

All fees shall be as set forth in the Schedule of Fees

Remote Deposit Capture Maintenance/Processing Fees

Monthly maintenance fee (tiered pricing based on projected volume at time of initial set-up)

Pricing Tiers	Select Projected Volume (Initial below)
<input type="checkbox"/> 0-1000	X _____ Initials
<input type="checkbox"/> 1001-5000	X _____ Initials
<input checked="" type="checkbox"/> 5000+ items	X _____ Initials

On-us/Transit items (per check)

Credit items (per item)

~~Cancellation fee for early termination (1 year agreement)~~

Remote Deposit Capture Scanner Options

Select an option and initial where indicated below:

Leasing Options		
<input type="checkbox"/> Low volume single-feed scanner (monthly recurring)	# of Scanners _____	X _____ Initials
<input checked="" type="checkbox"/> High volume multi-feed scanner (monthly recurring)	# of Scanners <u>10</u>	X _____ Initials

Purchase Options		
<input type="checkbox"/> Low volume single-feed scanner (cost divided into 4 equal payments)	# of Scanners _____	X _____ Initials
<input type="checkbox"/> High volume multi-feed scanner (cost divided into 4 equal payments)	# of Scanners _____	X _____ Initials

~~Remit Plus~~ (Account Analysis fees may apply)

~~Setup fee~~

~~Monthly recurring fee~~

~~Equipment fees may apply~~

By accepting and signing this agreement, you, the Remote Deposit Capture/Remit Plus Customer, also agree to be placed under the Bank's Account Analysis program. New Account Analysis customers not meeting the 400 (+) item limitations for standard analysis qualifications will only be considered for the fees listed on the Schedule of Fees.

[SIGNATURE PAGE FOLLOWS]

Customer (Authorized Signer of Account)

Signature _____

Title _____

Date _____

EXHIBIT B

Remote Deposit Capture/ Remit Plus Services

SYSTEM REQUIREMENTS, REPLACEMENT COSTS, AND LIMITS/CUT OFF

Minimum System Requirements

- 1.2 GHz Processor (or greater)
- 512 MB RAM
- 1.5 GB of available hard-disk space
- Windows XP SP2
- Internet Explorer 6 SPI
- Current critical Windows updates

Unreturned/Damaged Equipment Fees *(Referenced in Paragraph I. F. of Agreement)*

Scanner:

Purchase Low Volume Refer to Schedule of Fees

Purchase High Volume Refer to Schedule of Fees

Limits and Cut Off Time

1. The number of Files per day transmitted by Customer will not exceed _____
2. The total dollar amount per day transmitted by Customer will not exceed \$ 60,000,000.00
3. Cut-off Time will be at **6:00pm CT** for next business day availability.



**EMPLOYEE AUTHORIZATION
REMOTE DEPOSIT CAPTURE/ REMIT PLUS**

Complete this form for every employee you are requesting to have online web banking access for Remote Deposit Capture and/or Remit Plus.

Online web banking access will allow this individual to do the following:

- Activate the scanning software on the designated pc
- Ability to export file to a business accounting software if desired
- Research scanned items
- Create a custom report on items scanned

The following information is to be completed by the Client:

Company Name: _____

Employee Name: _____

Employee Signature: _____

Employee E-mail address: _____

Current Netteller ID: _____

Authorized Accounts

This individual is authorized to process deposits on the listed account:

Account Number:	Account Name:
_____	_____
_____	_____
_____	_____
_____	_____

The company on this ___ day of _____, 20__ hereby requests First National Bank to allow only the mentioned personnel to have access to and the specific capabilities of "online" Remote Deposit Capture/Remit Plus web banking access. The company will be liable for notifying First National Bank of any changes to the above mentioned owner/employee list.

The person signing this authorization represents to the Bank that (i) the person listed above has been authorized by the Company to initiate online web banking access for the Remote Deposit Capture/Remit Plus system and (ii) the person signing this authorization is authorized to sign and bind the Company. The authorizations provided herein are effective as the day and year below, and such authorization remains in effect until canceled or modified in the manner and time period in the Remote Deposit Capture/Remit Plus agreement by and between Company and First National Bank.

Authorized Signature

Name

Title

_____/_____/_____
Date



Addendum to Remote Deposit Capture/Remit Plus Services Agreement

This Addendum to Remote Deposit Capture/Remit Plus Services Agreement (the "Addendum") is entered into as of February 28, 2012 ("Effective Date"), by and between **First National Bank, Edinburg, Texas** ("Bank") and Hidalgo County ("Customer").

Bank and Customer have entered into a Remote Deposit Capture/Remit Plus Services Agreement (the "Agreement") dated as of the Effective Date. The terms of the Agreement shall apply to this Addendum during the Waiver Period described below. Capitalized terms not defined in this Addendum will have the meanings set forth in the Agreement.

The period for the waiver of terms and/or fees as set forth below (the "Waiver Period") will begin on Feb 28, 2012 and expires on May 9, 2013. During the Waiver Period, you will be able to utilize the Services and will be responsible for all safekeeping of all Equipment that is issued to Customer.

If at any time you wish to cancel the Services, please notify us in writing at: First National Bank, P.O. Box, 810, Edinburg, TX. 78539-0810 or by phone at (956) 393-6840, option 1. In the event that you decide you do not want to continue the Services after the Waiver Period, you must return all of the Equipment to First National Bank. If the Equipment is not received within 15 business days after the expiration of the Waiver Period, you will be charged for the purchase price of the Equipment during the month following the Waiver Period in accordance with Paragraph I. F of the Agreement.

By signing below, you acknowledge the fees and/or other terms of the Agreement set forth below will be waived or modified for the Waiver Period only. Upon the expiration of the Waiver Period, you acknowledge and agree that you will be responsible for the fees set forth in the Schedule of Fees unless written notification has been received by Bank with instructions to cancel the Services and all Equipment has been returned to Bank at the expiration of the Waiver Period. You authorize Bank to debit your Account(s) at Bank for all fees incurred by you in connection with the Services and the Equipment.

FREE TRIAL ___ DAYS (MUST BE BANK APPROVED FOR PROMOTIONAL TRIAL PERIOD)

OTHER (REFERENCE EXHIBIT A) – List below:

Fes and items listed below Do Not Apply:

- 1. RDC Monthly maintenance fee
- 2. Scanner lease fee - initial 10 scanners
- 3. Cancellation fee for early termination (1 year agreement)

[SIGNATURE PAGE FOLLOWS]



Customer (Authorized Signer of Account)

Signature _____

Title _____

Date _____

First National Bank (Lending Officer)

Signature _____

Title _____

Date _____

***First National Bank (Regional President)**

Signature _____

Title _____

Date _____

**Required approval*



Remote Deposit Capture Merchant Application

BRANCH #: _____

CIF #: _____

REFERRED BY: _____

New Application Change to an existing Merchant

Business Name and Location			
DBA Name or Corporate Name:			
Physical Address		Mailing Address	
City, State and Zip		City, State, Zip	
Contact Name		Business Phone Number	
Email Address		Tax ID #	
Owners and Officers			
Owner / Officer 1			
Name	Title	Social Security Number	Drivers License (State – Number)
Residence Address	City, State and Zip	Home or Cell Phone Number	
Owner / Officer 2			
Name	Title	Social Security Number	Drivers License (State – Number)
Residence Address	City, State and Zip	Home Phone	
Have any Owners / Officers or major shareholders ever filed Bankruptcy? <input type="checkbox"/> NO <input type="checkbox"/> Yes If "Yes", explain below:			
Business Profile			
Type of Ownership: <input type="checkbox"/> Corporation <input type="checkbox"/> Governmental <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not for Profit <input type="checkbox"/> Partnership <input type="checkbox"/> S Corp <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
Type of Goods or Services Sold:			
Deposit Velocity and Adjustments			
Velocity Settings		Variance Settings	
Highest Single Scanned Check Amount: \$ _____		<input type="checkbox"/> 0.00- Rejects any deposit total with a variance	
Highest Cumulative Daily Scanned Deposit Amount: \$ _____		<input type="checkbox"/> Unlimited-will Adjust any deposit with a variance	
Highest Cumulative Deposit Amount for a 2 Week Period: \$ _____		<input type="checkbox"/> Set variance- Will Adjust any deposit total with a variance +/- \$ _____	
Highest Cumulative # of checks scanned in a 2 Week Period: # _____			

Scanner Information & Options

Will Multiple Scanners be Leased/Purchased? <input type="checkbox"/> NO <input type="checkbox"/> YES If YES, how many? _____	Will Scanned Checks be deposited into One or Multiple FNB Accts.? <input type="checkbox"/> ONE FNB ACCOUNT # _____ <input type="checkbox"/> MULTIPLE FNB ACCOUNTS # _____, # _____ # _____, # _____, # _____
--	---

Lease	Purchase	Already own equipment:
<input type="checkbox"/> Single Feed Scanner Qty. _____ <input type="checkbox"/> Multi Feed Scanner Qty. _____	<input type="checkbox"/> Single Feed Scanner Qty. _____ <input type="checkbox"/> Multi Feed Scanner Qty. _____	Make (Brand) _____ Model Number _____

If mailing out equipment, specify what address you would like it shipped to: (Must be a Physical Address)

Name of Business: _____

Address: _____

City: State: Zip: _____

Phone Number: _____ Attention: _____

Requested Documentation to Accompany Completed Application

General Information:

Copy of the Articles of Incorporation, Assumed Name Certificate or Partnership Agreement

Credit Report

A financial statement and or a tax return (may be requested)

Merchant Acceptance/Consent to Obtain Credit Report

Each person signing below agrees to the terms and conditions stated in all pages of this merchant processing agreement and certify that all information provided is true, correct, and complete. Each person authorizes the Bank to obtain one or more consumer credit reports for the sole purpose of this application.

Owner/Officer	Owner/Officer
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Date	Date
Print Name	Print Name

For Bank Use Only

Merchant Analysis (To be completed by Bank Officer)

Description:

***Note: It is important to provide a thorough and specific description of the merchant for this product/service. The description should define characteristics, perspectives, concerns and opportunities that identify the merchant.**

Does the Merchant Own or Lease the business? <input type="checkbox"/> Own <input type="checkbox"/> Lease/Rents If renting, from whom: Phone:	X
I hereby verify that I have <i>inspected the business</i> of the Merchant and the information stated above is correct to the best of my knowledge and belief.	Date:
Bank Officer Approval Print Name:	
Title:	

Received by _____ Date Received _____ Web ID/Token Assigned BIF Code Updated

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, January 10, 2012 12:54 PM
To: 'Evangelina Garcia'
Cc: 'cris villarreal'; 'Yolanda Villescas'; 'Darlene Betancourt';
eva.mireles@taxoffice.co.hidalgo.tx.us
Subject: RE: Remote Deposit Capture services

YES!

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, January 10, 2012 9:45 AM
To: 'Martha Salazar'
Cc: 'cris villarreal'; 'Yolanda Villescas'; 'Darlene Betancourt'; eva.mireles@taxoffice.co.hidalgo.tx.us
Subject: FW: Remote Deposit Capture services

Marty:
Do I proceed with the agenda item pursuant to the following clarification?

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Yolanda Villescas [mailto:yolanda.villescas@hidalgocountytax.org]
Sent: Monday, January 09, 2012 4:03 PM
To: Martha Salazar; darlene.betancourt@co.hidalgo.tx.us; armando.barrera@taxoffice.co.hidalgo.tx.us
Cc: cris.villarreal@co.hidalgo.tx.us; evangelina.garcia@co.hidalgo.tx.us; Eva Mireles
Subject: FW: Remote Deposit Capture services

Marty:
I received this from Dacia, First National Bank, I guess we can proceed with presenting this to Commissioners Court for approval.
Thank You.
Yolanda

From: Dacia A. Salinas [mailto:Dacia.Salinas@webfnb.com]
Sent: Monday, January 09, 2012 9:26 AM
To: Yolanda Villescas
Cc: Eva Mireles; Roxanna De Leon; Eddie Leal
Subject: RE: Remote Deposit Capture services

Yolanda,

Remote Deposit Capture services requested by the County of Hidalgo Tax Office will be provided at no additional cost as stated in the amended agreement.

Let me know if you have any other questions or if I may be of further assistance.

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, February 14, 2012 4:17 PM
To: 'Evangelina Garcia'
Subject: FW: First National Bank Document

Vangie: to quote Ms. Letty: "You Rock"!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, February 14, 2012 3:57 PM
To: 'Martha Salazar'
Subject: RE: First National Bank Document

The revised agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, February 14, 2012 2:01 PM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'
Subject: FW: First National Bank Document
Importance: High

Mr. Crain:

FNB has provided us with agreement which has removed items you recommended. Please review and comment as to form.

Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, February 14, 2012 8:48 AM
To: 'Martha Salazar'
Subject: First National Bank Document

Marty:

Attached is the revised agreement as submitted by First National Bank in connection to legal's request to remove certain language and add other language. Please forward document to legal for their review as to the agreement so as to proceed with an agenda item as requested by the Tax Office.

Thank you

*Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us*