WESTERN UNION PAYMENTS SERVICE AGREEMENT

This Payment Services agreement (the "**Agreement**") for the Western Union Payments/QuickPay services ("**Service(s)**") is between Western Union Financial Services, Inc., a Colorado corporation ("**Western Union**"), having a principal office at 12500 E. Belford Avenue, Englewood, Colorado 80112, and the undersigned ("**Client**"). Western Union and Client may be referred to singularly as "Party" or collectively as the "Parties."

Legal Name of Client:	**Contact Person**	
Williamson County Attorney Hot Check Division acting by and through Williamson County, Texas,	Kelly Arnett	
DBA:	**Title:**	
Williamson Cnty Atty Hot Check	Restitution Specialist	
Street Address:	**Floor/Suite:**	
405 MLK Box 11		
City:	**State:**	**Zip Code:**
Georgetown	TX	78626
Telephone:	**Tax ID:**	
(512) 943-1135	74-6000978	

Industry Type (Check One):

☐ Finance Company
☐ Mortgage Company
☐ Collection Agency
☒ Other: Describe: Government

Services (Check One):

☐ **Payments Service** ☐ **QuickPay** ☒ **Payments Service and QuickPay**

Service Detail:

- Expected monthly Service transaction volume: ☐ 250-499 ☐ 500-999 ☐ 1,000 plus
- Client will use next day Service Recap Report or the Western Union notification Web Site.

By signing this Agreement, Client certifies that the information provided herein is complete and accurate, and agrees to the Terms and Conditions attached hereto. This Agreement is not binding on Western Union until signed by Western Union. The effective date of this Agreement (the "**Effective Date**") shall be the last date indicated below.

WILLIAMSON COUNTY ATTORNEY HOT CHECK DIVISION, acting by and through Williamson County, Texas	WESTERN UNION FINANCIAL SERVICES, INC.
By: _____ *(Must be signed by Corporate Officer or Owner of Client)*	By: _____ *(signature required)*
Name: _____ *(print name)*	Name: _____ *(print name)*
Title: _____	Title: _____
Date: _____	Date: _____

Note: For provision of the Payment Service and QuickPay Service(s), Western Union requires Client's certain compliance and due diligence information, including but not limited to a) Client's current financial information and/or the most recent Annual Report and b) completion of the Compliance Questionnaire and any other due diligence documentation that may be requested by Western Union. Client shall provide Western Union with updated financial statements (or similar financial or compliance information) from time-to-time upon Western Union's request.

For Internal Use:_____ Account No.:_____ Install Date:_____

TERMS AND CONDITIONS

The Parties agree as follows:

1. Western Union agrees to receive payments from customers of Client ("**Customers**") and remit those Customer payments ("**Payments**"), as set forth herein, to Client. Client will inform Customers that they may make Payments to Client through Western Union, including Western Union agent ("**Agent**") locations, or other Western Union Payment channels including, as applicable, Western Union internet, mobile, telephone or other functionality. In order to initiate a Payment, Customers must provide Western Union with: (a) the account number to which the Payment is to be credited and (b) funds equal to the amount to be credited on the Customer's account, plus Western Union's fee ("**Service Fee**"), (c) if applicable, a designation of Customer's desired speed of Payment delivery, and (d) such other information as Western Union or the Agent may reasonably request. Each Customer must also agree to the Western Union terms and conditions applicable to the Service (e.g. those terms and conditions set forth on the appropriate Western Union Send Form, website or IVR).

2. In addition to the Service described in Section 1, Western Union, in coordination with its affiliates, may provide the online banking service ("**Online Banking Service**") to Client to enable the delivery of bill payments from or through online banking portals. Customer Payments that are initiated through the Online Banking Service will be integrated into Client's Service Payments and processed, delivered, and settled by Western Union in a manner operationally consistent with the terms of this Agreement. Western Union will not charge Client or Customers a fee for Payments processed through the Online Banking Service. Online Banking Service payments may result in a charge to the Customer from the Customer's bank.

3. Western Union will remit Payment funds to Client on the second day following (but not including) the day of the transaction by means of an Automated Clearing House ("**ACH**") electronic transfer credit (a wire transfer will be used for Clients located outside of the United States) to the bank account designated by Client. QuickPay Service transactions are subject to conversion to the Client's bank account, currency at Western Union's standard commercial conversion rate. If the currency in which Client is paid is different from the currency in which a Customer remits payment, Western Union will convert the value of the Payment to Client's currency at an exchange rate set by Western Union. This exchange rate may be less advantageous to Client than exchange rates available elsewhere. Any profit derived from the exchange of currencies may be retained by Western Union.

4 Client shall only use the Services to collect funds owed to Client by Customers. For example, if the Client is a bank, the Client may use the Services to collect mortgage or other loan payments or credit card payments. The Client shall not use the Services to receive payments for (a) stocks, bonds, securities, mutual fund shares or other investments; (b) insurance products with investment or cash accumulation features; (c) deposit into any account maintained at the Client, whether by the remitting Customer or otherwise (other than the Client's own accounts maintained to service loans to its Customers); (d) credit to stored value cards, debit cards or other instruments or accounts whereby funds may be made available to Customers or others through ATM (automatic teller machine) networks; or (e) for gambling (including, without limitation, betting on sporting events) to or from the United States or any other jurisdiction where such transmission may be illegal or regulated.

5. Client represents and warrants to Western Union that Client holds all licenses, permits and other authorizations necessary for Client to perform its business and receive funds through the Services. Client is responsible for ensuring that its use of the Services are in compliance with all applicable laws, including, without limitation, laws intended to prevent money-laundering, gaming and laws intended to protect consumers against unfair debt collection. The techniques and processes of the Services shall not be disclosed by Client to any third-party except with Western Union's prior written consent, or except as may be required by law. Client shall be responsible for all taxes associated with the Services and/or any Payment transaction and/or the transfer of any funds performed hereunder, including, without limitation, withholding taxes, value added taxes, sales taxes and use taxes. If it is determined that Western Union may owe any such taxes, Client shall promptly reimburse Western Union therefor.

6. Client may change their banking designation by giving fourteen (14) business days' notice Western Union. Western Union shall notify Client of Payments received by Customers via (a) daily fax recap report (b) daily email recap report to Client's contact or (c) a designated web site provided by Western Union. The Payment information for Customers shall be in a format mutually approved by Client and Western Union. Western Union shall provide training of Client's personnel in the processing and handling of Service transactions. Client and Western Union shall work together to develop an appropriate training program.

7. Western Union shall be responsible for responding to and resolving inquiries and complaints from Customers arising out of the Service. Client will cooperate with Western Union in resolving such inquiries and complaints. Client shall be responsible for resolving any inquiries or complaints other than those caused by Western Union or the Service.

8. Western Union agrees to keep any confidential data supplied by Client about its Customers confidential and to make no disclosure thereof to any third party, except as required by law. For purposes of this Section 8, the names and addresses of Customers when supplied to Western Union by the Customer as well as information collected by Western Union in effecting transactions for Customers shall not be deemed confidential information of Client.

9. Client agrees that it shall not either directly or indirectly disclose, disseminate or otherwise make available to any third party, any related policies, procedures, systems or processes of Western Union, any information concerning Western Union's Agent network or any information regarding the Client's transaction volume, except as required by law.

10. Client shall comply (and shall cause its employees, agents, and subcontractors to comply) with all laws, orders, rules and regulations applicable to Client's business, including but not limited to, the Fair Debt Collection Practices Act. Any act or omission in violation of any such law, order, rule or regulation shall constitute a material breach of this Agreement. Client represents and warrants that all information disclosed to Western Union in connection with this Agreement for Services, is true, accurate and complete. This representation and warranty shall be deemed an ongoing representation and warranty from Client.

11. Western Union's sole responsibility for damages for error, delay, or nonpayment, whether or not caused by negligence (apart from Western Union's responsibility to collect the principal amount from Customer), shall be limited to a refund of the Service fee to the affected Customer, and Western Union shall have no liability therefor to Client. Under no circumstances will Western Union be liable to Client or Customers for indirect, incidental, special, exemplary or consequential damages, whether or not either Party knew or had reason to know that they might be incurred.

12. In case of any overpayment by Western Union to Client, for any reason, Client agrees to promptly, upon request, refund the overpayment to Western Union. Client also agrees to promptly, upon request, reimburse Western Union for any duplicate payments, any payments refunded to Customers by Western Union or any incorrect payments. Client may cancel or refuse a Payment received from one of its Customers by notifying Western Union by telephone, no later than the next business day following Client's receipt of the Payment, of Client's desire to cancel or refuse the Payment; Western Union will arrange for the cancellation of the Payment and will refund the principal amount to Customer. If Client fails to provide the required notice, Client shall deposit the Payment into Client's account and make good faith refund arrangements with Customer separately. Western Union, at its option, may deduct any overpayment, duplicate payment, any payment returned to a Customer or any other incorrect payment from future payment amounts transmitted by Western Union to Client hereunder and promptly notify Client of any such deductions.

13. The initial term ("**Initial Term**") of this Agreement shall be one (1) year from the start of Service date and continue for successive additional one (1) year renewal terms unless terminated as herein provided. Either Party may terminate this Agreement by providing to the other Party ninety (90) days prior written notice prior to the end of the then existing term. Western Union may terminate or suspend this Agreement or the Service to Client at any time without notice if Western Union determines in its sole discretion that Client or any Customer is using the Service to transmit funds: (a) for gambling (including, without limitation, betting on sporting events) to or from the United States or any other jurisdiction where such transmission may be illegal or regulated; (b) to purchase or sell stocks, bonds, securities, mutual fund shares or other investments; (c) insurance products with investment or cash accumulation features; (d) in any way which may violate anti-money-laundering laws of the United States or any jurisdiction to or from which the money is transmitted; (e) for credit to any entity other than Client; (f) for any other purpose which may violate applicable law, banking regulation or Western Union policy. Western Union may also terminate this Agreement, or suspend its performance hereunder or the Service, without notice to Client if Western Union determines that any information provided by Client is false or misleading or that Client has breached or defaulted under any term of this Agreement.

14. Western Union and Client are acting as independent contractors not joint venturers, and neither is the partner, employee, employer or agent of the other. Each term and condition herein is severable from the others, and if any term or condition of this Agreement is unenforceable, the remaining terms and conditions shall nevertheless remain in force. Western Union, Quick Collect, QuickPay and other marks and indicia used herein are registered trademarks of Western Union and/or its affiliates in the United States and elsewhere and may not be used without Western Union's written permission.

15 This Agreement, together with the exhibits, schedules, or other documents attached hereto, represents the entire agreement of the Parties with respect to the subject matter hereof, and may be modified or amended only in writing signed by duly authorized representatives of the Parties to be bound thereby. Email exchanges between the Parties do not constitute an amendment to the Agreement. Client may not assign or otherwise transfer its rights and obligations pursuant to this Agreement without Western Union's prior written consent. Nothing set forth in this Agreement shall affect, diminish or impair Western Union's rights with regard to any contract or agreement with any Customer, including those concerning Service transactions. Western Union may, in its sole discretion, refuse service to any person or entity.