

▶ 1 COMPANY INFORMATION Federal regulations require that we collect and retain for our records information to verify merchant identity.					
COMPANY LEGAL NAME: County of Clay, Texas			TAXPAYER ID		75-600861
REGISTERED TRADE NAME		YEAR BUSINESS STARTED			
PHYSICAL STREET ADDRESS: (NO PO BOX OR PAID MAIL BOX)		214 North Main			
CITY	Henrietta	STATE	TX	ZIP CODE	76365
PRIMARY CONTACT			TELEPHONE #		940-538-4631
TYPE OF ENTITY					
<input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC* <input checked="" type="checkbox"/> OTHER: <u>Government</u>					
TYPE OF OWNERSHIP:					
<input type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE <input type="checkbox"/> NON PROFIT * IF LLC, TAXED AS: <input type="checkbox"/> DISREGARDED ENTITY <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP					
STATE OF FORMATION		Texas		DATE OF FORMATION (MM/DD/YYYY)	
TRADING SYMBOL				FISCAL YEAR END (MM/DD/YYYY)	
HAS MERCHANT EVER FILED BANKRUPTCY?		IF YES, WHAT CHAPTER?		FILING DATE:	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
DO YOU HAVE LOCATIONS, SELL GOODS OR SERVICES, OR HAVE VENDORS OR SUPPLIERS IN COUNTRIES SANCTIONED BY THE US? (CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA, CRIMEA REGION)				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DO YOU HAVE ANY SIGNIFICANT BUSINESS OPERATIONS (>10% OF OPERATIONS) OUTSIDE OF THE U.S.? <input type="checkbox"/> YES (EXPLAIN BELOW AND LIST COUNTRIES) <input checked="" type="checkbox"/> NO					
WHO ARE YOUR CUSTOMERS? (SELECT ALL THAT APPLY)					
<input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> MANUFACTURERS <input type="checkbox"/> CHARITABLE ORGANIZATIONS <input type="checkbox"/> RETAIL BUSINESS <input type="checkbox"/> WHOLESALERS <input type="checkbox"/> NON-PROFITS <input type="checkbox"/> SERVICE PROVIDERS <input checked="" type="checkbox"/> GOVERNMENT ENTITIES <input type="checkbox"/> OTHER (EXPLAIN)					
DO YOU HAVE ANY MAJOR CUSTOMERS (>10% OF SALES) OUTSIDE OF THE U.S.? <input type="checkbox"/> YES (EXPLAIN BELOW AND LIST COUNTRIES) <input checked="" type="checkbox"/> NO					
WHO ARE YOUR SUPPLIERS / VENDORS? (SELECT ALL THAT APPLY)					
<input type="checkbox"/> RETAILERS <input type="checkbox"/> WHOLESALERS <input type="checkbox"/> MANUFACTURERS <input type="checkbox"/> IMPORT SERVICES <input checked="" type="checkbox"/> OTHER: (EXPLAIN) <u>No Suppliers/Vendors</u>					
DO YOU HAVE ANY MAJOR SUPPLIERS OR VENDORS (>10% OF MERCHANDISE) OUTSIDE OF THE U.S.? <input type="checkbox"/> YES (EXPLAIN BELOW AND LIST COUNTRIES) <input checked="" type="checkbox"/> NO					
TOTAL BUSINESS REVENUE – THE TOTAL AMOUNT OF YOUR COMPANY’S ANNUAL SALES AND OTHER SOURCES OF INCOME (US AND FOREIGN COMBINED)					
TOTAL BUSINESS REVENUE: <u>\$7,150,891</u>			AS OF FISCAL YEAR ENDING: <u>9/30/2013</u>		
SOURCE OF REVENUE (SELECT ALL THAT APPLY)					
<input type="checkbox"/> SALE OF GOODS <input type="checkbox"/> SALE OF ASSETS <input checked="" type="checkbox"/> GRANTS / DONATIONS <input checked="" type="checkbox"/> SALE OF SERVICES <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> OTHER: (EXPLAIN) _____					
TOTAL BUSINESS ASSETS – THE SUM OF ALL CASH, INVESTMENTS, RECEIVABLES, ETC. OWNED BY THE BUSINESS (US AND FOREIGN COMBINED)					
TOTAL ASSET VALUE: <u>\$9,049,539</u>			AS OF DATE: <u>9/30/2013</u>		
SELECT PRIMARY COUNTRY OF ASSETS <input checked="" type="checkbox"/> US <input type="checkbox"/> OTHER COUNTRY (NAME) _____					

OWNERS
 OWNERS MUST PROVIDE SOCIAL SECURITY NUMBER. EACH OWNER SIGNING AUTHORIZES JPMORGAN CHASE BANK N.A. AND PAYMENTECH, LLC, AS PART OF THIS INVESTIGATION, TO OBTAIN AND REVIEW THIRD PARTY CREDIT BUREAU REPORTS ON SUCH OWNER. OWNERSHIP DETAILS MUST BE PROVIDED FOR EACH INDIVIDUAL OR LEGAL ENTITY OWNER WITH A 10% OR GREATER OWNERSHIP INTEREST. ATTACH ADDITIONAL SHEETS, IF NECESSARY, ALONG WITH SIGNATURES OF ANY OWNER WHO IS AN INDIVIDUAL.

▶ 2

NAME	County of Clay, Texas	SOCIAL SECURITY OR TAX ID NUMBER	75-6000861	BIRTHDATE OR DATE OF INCORPORATION	
STREET ADDRESS				TELEPHONE NUMBER	
CITY		STATE		ZIP CODE	
SIGNATURE				PERCENT OWNERSHIP	%

NAME		SOCIAL SECURITY OR TAX ID NUMBER		BIRTHDATE OR DATE OF INCORPORATION	
STREET ADDRESS				TELEPHONE NUMBER	
CITY		STATE		ZIP CODE	
SIGNATURE				PERCENT OWNERSHIP	%

DO YOU HAVE ANY ADDITIONAL OWNERS (NOT LISTED ABOVE) THAT HAVE 10% OR GREATER OWNERSHIP?
 YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE) NO

IS THERE ANYONE NOT LISTED ABOVE WHO HAS THE AUTHORITY TO MAKE FINANCIAL DECISIONS OR CONTROL COMPANY POLICY ON BEHALF OF YOUR BUSINESS?
 YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE) NO

▶ 3 OFFICERS

COMPANY PRESIDENT:	Kenneth Liggett	COMPANY CFO:	Debra Alexander
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▶ 4 AUTHORIZED ADMINISTRATOR FOR ACCOUNT BOARDING AND IMPLEMENTATION

AUTHORIZED ADMINISTRATOR FOR PURPOSES OF ACCOUNT BOARDING AND IMPLEMENTATION MEANS AN OWNER, PARTNER, OFFICER, EMPLOYEE OR OTHER AGENT OF THE MERCHANT THAT HAS BEEN APPOINTED BY AN EXECUTIVE OF MERCHANT AND WHO IS FULLY AUTHORIZED TO PROVIDE INFORMATION AND EXECUTE DOCUMENTATION ON BEHALF OF AND RELATED TO MERCHANT IN ORDER TO FACILITATE THE INITIAL SET UP OF MERCHANTS'S ACCOUNT WITH CHASE PAYMENTECH. PER CHASE PAYMENTECH POLICY, AUTHORIZED ADMINISTRATORS ARE NOT PERMITTED TO MODIFY THE MERCHANT'S ACCOUNT WITH CHASE PAYMENTECH AFTER COMPLETION OF THE INITIAL SET UP OF MERCHANTS'S ACCOUNT. SUCH CHANGES MUST BE MADE, BY AN EXECUTIVE OR FINANCIAL CONTACT, AS APPLICABLE AND AS THOSE ROLES ARE DEFINED BY MERCHANT.

NAME (please print)	Sasha Kelton	TITLE (please print)	County Clerk
TELEPHONE NUMBER	940-538-4631	EMAIL ADDRESS:	CCCLERK@CLAYCOUNTYTX.COM
SIGNATURE	<i>Sasha Kelton</i>	DATE:	5/13/15

▶ 5 CERTIFICATION

I, the undersigned, being an officer/principal of County of Clay, Texas represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation, including without limitation, authorization for a bank to release standard banking information.

(Photocopy of signature below is valid for the release of information and will remain valid until the termination or expiration of the Merchant Agreement)

NAME (please print)	Sasha Kelton	TITLE (please print)	County Clerk
SIGNATURE	<i>Sasha Kelton</i>	DATE	5/13/15

PAYMENTECH INTERNAL USE ONLY

SUBMITTER NAME	Tyler Technologies, Inc.
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*Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.



**SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

Paymentech, LLC (“*Paymentech*” or “we”, “us” or “our” and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. (“Member”), is very excited about the opportunity to join Tyler Technologies, Inc. in providing you with state-of-the-art payment processing services. When your Customers pay you through Tyler Technologies, Inc., you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the “Payment Brands”) require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Tyler Technologies, Inc.. You are also required to fill out an Application with Paymentech. The Application provides Paymentech with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Tyler Technologies, Inc. service. We understand and acknowledge that you have contracted with Tyler Technologies, Inc. to obtain Card processing services on your behalf and that Tyler Technologies, Inc. may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

The following information is designed to inform and assist you as we begin our relationship.

1. Your Acceptance of Cards

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time to time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
 - (1) Accept **all** types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
 - (2) Accept **only** Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
 - (3) Accept **only** Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer’s Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Tyler Technologies, Inc.. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the “Funding Schedule” section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. Chargebacks

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
 - (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
 - (2) An authorization/approval code was required and not obtained;

- (3) The Transaction was fraudulent;
- (4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
- (5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. Data Security and Privacy

- By signing below, you represent to us that you **do not** have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Tyler Technologies, Inc.. In the event that you do happen to receive Card Information in connection with the processing services provided by Tyler Technologies, Inc. or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. Funding Schedule

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: Wells Fargo

ABA No.: 111900659

Account No.: 7322689824

Account Name: CLAY COUNTY OFFICER'S FEE FUND C/O CLAY COUNTY TREASURER

Reference: _____

6. Definitions

“Application” is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

“Card” is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

“Chargeback” is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

“Customer” is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

“Member” is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

“Payment Brand” is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

“Payment Brand Rules” are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

“Card Information” is information related to a Customer or the Customer’s Card, that is obtained by you or Tyler Technologies, Inc. from the Customer’s Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer’s zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer’s name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

“Paymentech”, “we”, “our”, and “us” is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

“Security Standards” are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards (“PCI DSS”), Visa’s Cardholder Information Security Program (“CISP”), Discover’s Information Security & Compliance Program, American Express’s Data Security Operating Policy, MasterCard’s Site Data Protection Program (“SDP”), Visa’s Payment Application Best Practices (“PABP”), the Payment Card Industry’s Payment Application Data Security Standard (“PA DSS”), MasterCard’s POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

“Transaction” is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Agreed and Accepted by:

County of Clay, Texas
MERCHANT LEGAL NAME (Print or Type)

214 North Main Henrietta, Texas 76365
Address (Print or Type)

Kenneth Liggett Kenneth Liggett
By (authorized signature)

Kenneth Liggett County Judge
By, Name, Title (Print or Type)

May 26, 2015
Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By:

Print Name: David Miller

Title: Managing Director of Credit

Date:

Address: 4 Northeastern Boulevard, Salem, NH 03079