

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO PREPAID TECHNOLOGIES COMPANY, INC.'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Prepaid Technologies Company, Inc., ("PT"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted PT's Corporate Prepaid Card Agreement (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purpose of providing specified card programs (the "Services"); and

WHEREAS, County desires that PT provide Services as will be more specifically described in this Agreement; and

WHEREAS, PT represents that it is qualified and desires to perform such Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of the Agreement is effective upon execution of both parties, and will end no later than two (2) years thereafter, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
2. **Scope of Services.** Subject to this Addendum, PT will render Services to County as described in Exhibit A.
3. **Non-appropriation; Taxes.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
4. **Public Information Act.** PT expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any

information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by PT shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless PT or any other party for any reason are hereby deleted.
6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by PT in any way associated with the Agreement.
7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, PT hereby verifies that PT and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PT does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PT does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PT does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

8. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, PT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Use of Customer Name.** PT may use County's name without County's prior written consent only in any of PT's customer lists, any other use must be approved in advance by County.
11. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
12. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
13. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
14. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
15. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
16. **Compliance with Laws.** PT shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage

statutes and regulations, licensing laws and regulations. When required by County, PT shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. PT in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. Termination.

17.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

17.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(a). If PT fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;

(b). If PT materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

17.3. If, after termination, it is determined for any reason whatsoever that PT was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 17.1 above.

17.4. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to PT.

17.5. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

18. Independent Contractor. In the performance of work or services hereunder, PT shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of PT or, where permitted, of its subcontractors. PT and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

19. Further Assurances. Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to

refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.

20. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

21. **Notices.**

21.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

21.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Treasurer's Office
Attn: County Treasurer
301 Jackson Street, Suite 514
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Prepaid Technologies Company, Inc.
600 University Park Place #500
Homewood, Alabama 35209

21.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 21.1 and 21.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

21.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

21.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

PREPAID TECHNOLOGIES COMPANY, INC.

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR’S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: PT’s Corporate Prepaid Card Agreement

Exhibit A

PREPAID TECHNOLOGIES CORPORATE PREPAID CARD AGREEMENT

This Corporate Prepaid Card Agreement ("Agreement") is entered as of **MONTH DAY, YEAR** (the "Effective Date"), by and between Prepaid Technologies Company, Inc. a Delaware Corporation, ("PT") and Fort Bend County ("Company") for the purpose of providing card programs as defined herein. ("Program(s)").

GENERAL AGREEMENT

1. THE COMPANY ACKNOWLEDGES AND UNDERSTANDS THAT PT HAS AN AGREEMENT TO MARKET AND MANAGE PREPAID CARD PROGRAMS WITH A U.S. CHARTERED FINANCIAL INSTITUTION ("BANK") WHICH IS THE ISSUER OF CARDS, A MEMBER OF VISA USA ("VISA") OR MASTERCARD ("MASTERCARD") (VISA AND MASTERCARD ARE REFERRED TO HEREIN AS THE "ASSOCIATION(S)") AND LICENSED THROUGH THE ASSOCIATION TO PROVIDE CARD SERVICES.
2. This Agreement is entered into solely for the benefit of PT and Company and will not confer any rights upon any other persons not expressly a party to this Agreement including cardholders or employees or of Company.
3. Company represents, warrants, and covenants that all information provided is true and accurate as of the date of this Agreement. Company is duly registered and legally authorized to do business in the States where residing and shall remain in good standing throughout the term of this Agreement.
4. PT may from time to time amend the terms of this Agreement to the extent required by applicable federal and state law by providing such amended terms in writing to Company.
5. This Agreement shall be for a term of two years from the Effective Date (the "Initial Term"), and shall convert thereafter to consecutive one-year terms unless cancelled by either Party in writing no less than a 60-day notice before the end of the then-current term. There is no obligation on Company to utilize any minimum number of Program cards.
6. This Agreement may be terminated immediately by either Party: (i) if the Associations prohibit the Program; (ii) the Issuing Bank ceases to provide services to PT necessary for the continuation of the Program; (iii) the other Party files a voluntary petition in bankruptcy or a petition seeking any reorganization, liquidation, dissolution or similar relief for debtors; (iv) the entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against the other party seeking any reorganization, liquidation, dissolution or similar relief; (v) in the event of any breach or default by the other party that remains uncured thirty days after notice thereof; or (vi) if, in the reasonable judgment of the other Party, applicable laws, rules or regulations prohibit the Program or materially increase the regulatory burden of continuing the Program.
7. PT reserves the right to decline to commence a Program for Company in its sole discretion or discontinue the distribution of cards if determined in its or Issuing Bank's sole discretion to be inconsistent with safe and sound banking practices.
8. Either party may immediately terminate this Agreement in the event that the other engages in any illegal, fraudulent or unauthorized use of Program cards.
9. During the performance of this Agreement, the Parties may have access to certain confidential and proprietary information of cardholders, including lists or compilations of these people and any "nonpublic personal information" of these people as this term is defined in the Gramm-Leach-Bliley Act and its implementing regulations, (collectively "Cardholder Information"). Cardholder Information shall also include without limitation any of the following: (1) a person's name, address, email address, IP address, telephone number, social security number, driver's license number, birth date or other personally identifiable information; (2) the fact that a person has a relationship with Bank, Customer and/or any affiliates thereof; (3) a person's account numbers, credit card numbers, PIN numbers, passwords or any other authentication or verification information; (4) a person's account history, credit card charge and payment history, spending patterns, commercial transactions data, financial information or any other related data; and (5) any employment, medical or other personal information of cardholders or prospective cardholders. Each Party agrees to maintain the confidentiality of all Cardholder Information pursuant to all applicable Requirements of Law, (including, without limitation, the Gramm-Leach-Bliley Act

PREPAID TECHNOLOGIES CORPORATE PREPAID CARD AGREEMENT

("GLBA")) and in a manner consistent with the approved privacy policy provided to Cardholders. Notwithstanding the foregoing, the parties are not responsible for compliance with non-U.S. laws or state laws, except as mutually agreed in writing. Each Party agrees to implement an information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Cardholder Information; (ii) protect against unauthorized access to and use of Cardholder Information; (iii) protect against anticipated threats or hazards to the security or integrity of Cardholder Information; and (iv) properly dispose of Cardholder Information. Such measures shall be designed to be appropriate to meet the objectives of the Interagency Guidelines Establishing Information Security Standards. In the event that either Party obtains actual knowledge of any material unauthorized disclosure or access to the Cardholder Information, such Party shall promptly notify the other in writing and provide the other with all reasonably requested information relating to the circumstances and scope of such unauthorized disclosure or access.

10. Each party agrees to indemnify and hold the other Party, its employees, representatives and agents harmless from any and all claims, damages, losses or liabilities (including attorneys' fees and costs) arising out of the acts or omissions of the other party and its employees, representatives and agents, including without limitation its employees', representatives' and agents', failure to comply with all federal, state, and local laws and regulations applicable to its activities and shall indemnify and hold the other Party harmless against any and all breaches of this Agreement.
11. This Agreement shall be construed in accordance with the laws of the State of Delaware, and the obligations, rights and remedies of the parties shall be determined in accordance with such laws without regard to conflicts of law or choice of law principles. In addition, this Agreement shall be governed by applicable operating circulars of any Federal Reserve Bank, any applicable federal laws and regulations. Company agrees that venue for any action brought under this Agreement shall be in the county where PT maintains its business offices. All demands, notices and communications hereunder shall be in writing and deemed to have been duly given if personally delivered at or mailed (by registered mail, postage prepaid, by a reputable overnight courier) to the Company or PT at the address set forth below. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assignees. This Agreement may be executed in one or more counterparts. If one or more of the provisions of this Agreement shall be held invalid for any reason, then such provision shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.
12. Neither party shall be liable for any failure to perform its obligations under this Agreement due to acts of nature such as fires, floods, electrical storms and natural disasters; war, terrorism or civil disturbances such as strikes and riots; failure of any third party service provider to adequately provide services including without limitation ATM network, POS network, Issuing Bank, internet and telecommunication services; and acts of government, including without limitation the actions of regulatory agencies that inhibit or prohibit either party from performing their obligations hereunder.
13. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO OTHER PARTY, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY OTHER PERSON ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT OR ITS INDEMNIFICATION PROVISIONS, EVEN IF EITHER PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. PT DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PROGRAM OR CARDS WILL BE UNINTERRUPTED OR ERROR-FREE.
14. Any controversy or claim arising out of or relating to this Agreement, including any breach of the Agreement, shall be settled by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. PT and Company expressly consent to venue and arbitration in the county of the defending party. The decision of the arbitrator is final, and there shall be no right of appeal. Any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The fees and costs of the arbitrator shall be shared equally by PT and Company. The prevailing party shall be entitled to recover its reasonable attorney fees and costs.

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CORPORATE PREPAID CARD AGREEMENT**

15. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

PURCHASING AND PER DIEM CARDS

16. The Company hereby requests PT to provide one or more Corporate Purchasing and Per Diem Cards (the "Card(s)") to the Company. The Card(s) will be used by the Company's employees, agents, or other persons to whom the Card(s) are entrusted (collectively "Authorized User(s)") to initiate withdrawals at ATMs or charges through participating VISA or MasterCard merchants. Company represents to PT that the Card(s) are intended to be used for business, commercial, or agricultural purposes, and not for personal, family or household purposes. The use of Card(s) for consumer purposes is a breach of this Agreement and may result in the immediate termination of the Agreement.
17. The person who signs this Agreement below on behalf of the Company represents to PT that (1) he or she is duly authorized by the Company to sign this Agreement and to obtain the issuance of the Card(s) on Company's behalf. The Company will ensure that Cards are distributed only to Authorized Users. Company authorizes PT to do all things PT deems necessary to verify the information contained in the Agreement. Company certifies that all the information contained in this Agreement is true and correct
18. THE COMPANY ACKNOWLEDGES AND UNDERSTANDS THAT THE CARDS PROVIDED WILL NOT BE TREATED AS CONSUMER CARDS UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. COMPANY WILL NOT HAVE THE BENEFIT OF ANY LIMITATIONS OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF THE CARDS. COMPANY ACCEPTS AND AGREES TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH USE OF BUSINESS PURPOSE CARDS AND AGREES TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.
19. Prior to using any Cards, Company shall confirm to PT that Company has received the Cards. Company agrees such verification procedures constitute a commercially reasonable means of verifying that the person who is using the Card is authorized to do so on behalf of the Company.
20. Company shall fund Cards through (i) standard Automated Clearing House ("ACH") to the Issuing Bank following PT's and Issuing Bank's procedures or (ii) to the extent permitted by applicable law, Company may fund a funding account ("Funding Account") as provided in Exhibit B to be funded in advance by Company via ACH and used by Company through tools provided in the Program to apply funds directly to Cards or (iii) by such other method as approved or directed by PT and Issuing Bank.

If Company desires to initiate or pull funds through ACH using the Program platform, Company must open a "Dwolla Platform" Account provided by Dwolla, Inc. ("Dwolla"). You authorize PT to share the identity and account data you provide to PT with Dwolla, as may be necessary for Dwolla to open and support the Company's Dwolla Platform Account. Company is responsible for the accuracy and completeness of that data.

As part of opening a Dwolla Platform Account, Company must accept the Dwolla Terms of Service and Privacy Policy upon registration. Any funds held in the Dwolla Platform Account are held by Dwolla's financial institution partners as set out in the Dwolla Terms of Service. Company understands that it will access and manage its Dwolla Platform Account through the PT Program, and Dwolla Platform Account notifications will be sent by PT, not Dwolla. PT will provide customer support for your Dwolla Platform Account activity.

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21. Company is liable for payment for all transactions arising from the use of the Cards. Company consents to be bound by the terms of this Agreement, the cardholder agreement accompanying the Card, all applicable state and federal laws and regulations, other industry rules and regulations, and normal banking customs and practices.
22. Company shall immediately provide PT with a notice that a Card has been lost, stolen, misplaced, or used without authorization, or that Company wishes to cancel or terminate a Card (any such notice is called "Notice of Cancellation"). Any Notice of Cancellation may be made by calling PT or the customer service number located on each card, but Company shall follow any oral notice with a written notice confirming the oral notice within two (2) business days. Any Notice of Cancellation must refer to the Card number, and a written Notice of Cancellation must be addressed to PT at the address below. The Company will use its best efforts to recover and terminate the Card, and to promptly return it to PT. PT will not be obligated to act on any oral or written Notice of Cancellation unless the notice has been delivered mailing address set forth herein, the notice has actually been received by PT and PT has had a period of not less than two (2) business days after actual receipt of a Notice of Cancellation to act thereon. Even after a Card has been cancelled, transactions for which Issuer is responsible under applicable Association rules may be posted to the Card.
23. Company agrees (1) to instruct its Authorized User(s) to use the Card(s) only in accordance with this Agreement and any internal policies that Company may establish regarding the use of the Card(s); (2) that any policies that Company has established regarding the use of Card(s) have not been reviewed by and are not binding to PT, the Bank or any network that accepts the Card(s); (3) Company will maintain sufficient funds in the Card Account to cover transactions made with Card(s) and will indemnify and hold PT and Bank harmless for any transaction made using the Card(s); (4) Company is solely responsible for the security of the Card(s) and for the actions of any person that Company permits to use the Card(s), and for all use of the Card(s) whether by an Authorized User or by another person, unless Company has provided a Notice of Cancellation as set forth above and PT has had a reasonable period of time to act on the notice; and (5) there are no limits to the Company's liability if the Card or PIN is lost or stolen, except as set forth herein.
24. Company will have access to all transaction data showing, among other things, all debits made by use of the Card(s). Company agrees to review the data and promptly notify PT in writing at the address indicated herein of any disputes regarding any Card transactions.
25. PT and Bank will disclose information to third parties about your account: (1) where it is necessary for completing a transaction; (2) in order to verify the existence and condition of your account for a third party, such as a merchant; (3) in order to comply with a government agency or court order; (4) if you give us written permission; or (5) as otherwise required by applicable law.
26. PT or Bank shall have the right, at its sole discretion, to terminate Company's privileges hereunder. All cards shall be canceled effective upon termination of this agreement and Company shall return all cards to PT. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of the Card(s) prior to the termination date.

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CORPORATE PREPAID CARD AGREEMENT**

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused its duly authorized officers to be affixed hereto its hand and seal as of the Effective Date.

Prepaid Technologies Company, Inc.

2204 Lakeshore Drive Suite 475

Birmingham, Alabama 35209

Company Name: Fort Bend County

Address: 301 Jackson St., Suite 701

Richmond, TX 77469

Signature: *Brian Thornsberry*

BY: Stephen E. Faust

ITS: CEO

Officer Signature: *Robert E. Sturdivant*

BY: Robert E. Sturdivant

ITS: County Auditor

**PREPAID TECHNOLOGIES
CORPORATE PREPAID CARD AGREEMENT**

COMPANY DUE DILIGENCE INFORMATION

Business Name (Company): Fort Bend County TIN (EIN): 74-6001969

Business Address: (Street Address Only): 301 Jackson St., Suite 701

City: Richmond State: TX ZIP: 77469 Phone: (281) 341-3760

Primary Contact Name: Melissa Elster Email: Melissa.Elster@FBCTX.Gov Phone: (281) 238-3351

Company Web Site: www.FortBendCounty.Gov

Legal Status: Sole Proprietorship: ☐ Partnership: ☐ Limited Liability Company: ☐ Corporation: ☒

Public Company: Yes No Stock Symbol: _____ Years in Business: 184

State of Incorporation: TX Primary Business Lines (i.e. accounting, manufacturing): Local Government

Beneficial Ownership: (FinCEN requirement for all PRIVATE organizations, all Beneficial Owners holding +25% must be listed/sign. No P.O. Box Addresses)

Name: N/A Address: _____
City: _____ State: _____ ZIP: _____ Phone: (_____) _____
DOB: _____ SSN: _____ - _____ % Ownership (_____)

Name: _____ Address: _____
City: _____ State: _____ ZIP: _____ Phone: (_____) _____
DOB: _____ SSN: _____ - _____ % Ownership (_____)

Name: _____ Address: _____
City: _____ State: _____ ZIP: _____ Phone: (_____) _____
DOB: _____ SSN: _____ - _____ % Ownership (_____)

Name: _____ Address: _____
City: _____ State: _____ ZIP: _____ Phone: (_____) _____
DOB: _____ SSN: _____ - _____ % Ownership (_____)

Significant Managerial Responsibility: (FinCEN requirement for individual with significant managerial responsibility for the Legal Entity (i.e. CEO/CFO/COO/President/GM)). Also for verification of accuracy of diligence information.

Name: _____ Address: _____
City: _____ State: _____ ZIP: _____ Phone: (_____) _____
DOB: _____ SSN: _____ - _____

Signature: 

ITS: Robert E. Sturdivant, County Auditor

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CORPORATE PREPAID CARD AGREEMENT**

**EXHIBIT B
COMPANY FUNDING ACCOUNT AGREEMENT**

This Form is to be completed by each Company requesting a Card Funding Account to be used solely for funding Cards. Once a Card Funding Account is established, funds will reside in the Card Funding Account at the Bank, funded only through ACH by the Company, and accessed only by the Company's Authorized Users. This Funding Account is the sole property of the Company and PT shall have the right to offset this Card Funding Account against any unfunded obligation of Company under the terms of this Agreement.

The undersigned Company grants authority only to the following employees ("Authorized Funding Account User(s)") to utilize the Company Funding Account and must notify PT of any modifications to the Authorized Funding Account Users to include removals and additions.

Name	Title	Email	Phone	Signature
Robert E. Sturdivant	County Auditor	sturdrob@fbctx.gov	281-341-3769	
Melissa Elster	Internal Audit Spv	elstemil@fbctx.gov	281-238-3351	
Myounghi Heasty	Controller	heastmyo@fbctx.gov	281-633-7680	

Each Authorized User will be issued a User Name and Password to access the PT Program portal which enables the Authorized User to apply funds directly to Cards from the Card Funding Account.

Company agrees to be solely responsible for both access and use of the Card Funding Account and agrees to indemnify PT and Issuing Bank, their employees, representatives and agents harmless from any and all claims, damages, losses or liabilities (including attorneys' fees and costs) including but not limited to acts or omissions of its employees, representatives and agents, arising from the use of the Card Funding Account.

Fort Bend County

Company Name

Robert E. Sturdivant

County Auditor

Authorized Officer

Title



March 22, 2023

Signature

Date

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Exhibit D - Card Program Fees

Per Diem and Purchasing Cards

Initial set up fee	Waived
Branded Card/Package setup fee	One time set up fee of \$1,000 (per card package); revision fees may apply if regulations require changes or updates
Marketing Materials – electronic files	Included – no additional charge
Purchasing Card Plastics	Cadence will communicate
Per Diem Card Plastics – personalized or instant issue	

Title	Ft Bend Sheriff's Dept-Purchasing
File name	Addendum to Agree...heriff's Dept.pdf
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