



# **PROSPERITY BANK®**

## **TREASURY MANAGEMENT SERVICES**

### **ACH Block Service Terms**

These ACH Block Service Terms (the “**ACH Block Terms**” or “**Terms**”) set forth the terms under which Customer may instruct Prosperity to block some or all ACH Entries from posting to Customer’s specified Accounts (the “**ACH Block Services**” or “**Services**”). The Services are subject to the Treasury Management Services Master Agreement (the “**Master Agreement**”) between Prosperity and Customer, which, along with all other agreements between Customer and Prosperity incorporated into the Master Agreement, are incorporated herein by reference (the Master Agreement together with these Terms are referred to herein as the “**Agreement**”), and all Applicable Laws. Unless otherwise noted, capitalized terms herein will have the same meaning as in the Master Agreement.

1. **Implementation of ACH Block Services.** Customer may choose one of three options for the ACH Block Services (the “**Block Option(s)**”):

- (a) Block all ACH debit Entries;
- (b) Block all ACH credit Entries;
- (c) Block all ACH Entries.

Customer will identify the Account(s) to be enrolled in the ACH Block Services and the Block Option selected, and provide any other information required by Prosperity during the implementation process.

The ACH Block Services will not be available until Prosperity has received all required information in a form acceptable to Prosperity and approved and enabled the Services for Customer, which may take several Business Days. Customer understands that Prosperity is not bound by any specific start date requested by Customer for the Services and Prosperity will not be responsible for any delay in implementing and approving the Services. Customer is solely responsible for the timeliness and accuracy of the information provided to Prosperity in connection with the Services, and Prosperity is entitled to rely on such information unless and until Prosperity has received and had a reasonable opportunity to act upon a Change Request from Customer. Customer must submit any Change Request related to the ACH Block Services so that Prosperity receives it at least three (3) Business Days before any ACH Entries or instructions relating to Customer’s Accounts which may be affected by such Change Request.

2. **ACH Origination Services.** All ACH Entries will be blocked in accordance with Customer’s selected Block Option, including ACH Entries originated or authorized by Customer. If

Customer is using Prosperity's ACH Origination Services, the ACH Block Services may cause some or all ACH Entries originated by Customer to be blocked, depending on the Block Option selected. Customer should consider whether using the ACH Block Services on an Account that is enrolled in ACH Origination Services is suitable for Customer's intended purposes. Prosperity also offers ACH Positive Pay Services that may be more appropriate for Accounts that are using ACH Origination Services.

3. **Proper Dishonor of ACH Entries.** Each ACH Entry that Prosperity returns in accordance with these Terms will be deemed not to be properly payable, and Customer waives any right that Customer may have to claim that the return was improper. Customer agrees that Prosperity has exercised ordinary care and properly dishonored all ACH Entries consistent with these Terms and agrees to indemnify Prosperity for any Losses resulting from the return of such ACH Entries.