



TREASURY MANAGEMENT SERVICES

DIRECT TRANSMISSION (SFTP) SERVICE TERMS

Customer or Primary Customer (“**Customer**”) has executed the Treasury Management Services Master Agreement (the “**Master Agreement**”) with Prosperity Bank, and in connection therewith, Customer chose certain Treasury Management Services, as described in the applicable Service Terms (the Master Agreement together with all such Service Terms and any ancillary forms previously executed by Customer, the “**Agreement**”). Customer understands and agrees that by using a Service, Customer acknowledges and agrees it has received a copy of the Service Terms for that Service, the Service Terms apply to Customer’s use of the Service, and Customer agrees to the Service Terms. These Direct Transmission (Secure File Transfer Protocol or “SFTP”) Service Terms (the “**Direct Transmission Terms**” or “**Terms**”) supplement and modify and are made a part of the Master Agreement between the Parties, which, along with all other agreements between Customer and Prosperity incorporated into the Master Agreement, are incorporated herein by reference. Unless otherwise noted, capitalized terms herein will have the same meaning as in the Master Agreement.

1. Direct Transmission Process.

- a. Customer or Prosperity will create an electronic file containing data regarding Transaction and/or balance information for Customer’s Account, or payments to and from Customer’s Account (the “**Data File**”). Prosperity may transmit such file to Customer or Customer may transmit such file to Prosperity or transmit to itself (a “**Direct Transmission**”) by posting the Data File to a peer-to-peer website, including Treasury Center, using secure file transfer protocol, as directed by Prosperity (the “**Website**”).
- b. Prosperity and Customer may exchange Data Files pursuant to instructions in the Documentation.
- c. Customer will send and receive all Data Files in conformance with any and all other procedural requirements provided to Customer by Prosperity (all such procedural requirements, the “**Operating Requirements**”). Prosperity may amend the Operating Requirements at any time upon reasonable prior notice to Customer.

2. Authorization to Act.

- a. Customer hereby authorizes Prosperity to take any and all actions necessary or appropriate to provide the Services described herein, including making transfers to and from Accounts as described in these Terms.

- b. Customer acknowledges it is authorizing Prosperity, and any of Prosperity's service providers, to serve as agent in processing Transactions received from Customer through the Website and to post such Transactions to Customer's Accounts and act on such instructions in accordance with the Agreement.
3. **Usage.** The Service is only for use with Customer's commercial Accounts at Prosperity and not for use with any consumer account.
4. **Hardware and Software.** Customer is responsible for having and maintaining the hardware, software, internet access, information technology systems and communication devices ("Customer Systems"), compatible for use with the Services based upon any requirements provided by Prosperity in the same manner as described in Section 26.3 (Customer Systems) of the Master Agreement.
5. **Passwords and Access Codes; Unauthorized Access.** For Customer to be able to transmit the Electronic Transfer file and post it to the Website, Prosperity will provide Customer with certain Codes. Customer may request Codes for additional Users from Prosperity. Customer is responsible for informing Prosperity of any access changes to be made, including assigning and revoking access privileges for Users and providing new and subsequent Codes to Users. Customer is required to use the Codes every time it posts a Data File to the Website. It is Customer's responsibility to maintain the confidentiality of the Codes. Customer agrees to accept full responsibility over the control of the Codes, and Prosperity is not liable for any losses caused by improper or negligent security of Codes. Customer agrees that Prosperity is not responsible for any actions of a third party as a result of unauthorized use of the Codes.
6. **Insufficient Funds.** Prosperity may, without notice, reject any Transaction if it involves a transfer of funds from an Account in which there are insufficient Available Funds. Should Prosperity, at its sole option, elect to honor a Transaction against insufficient Available Funds, Customer agrees to pay Prosperity immediately upon demand any overdraft amounts, together with any and all overdraft fees and charges that may be assessed against such Account in accordance with Prosperity's then current Fee Schedule.
7. **Ownership of Data.** Customer is the owner of the Data File transmitted to Prosperity under these Terms. Customer acknowledges that some or all of the Operating Requirements and any other written materials relating to the Direct Transmissions provided to Customer by Prosperity (the "**Materials**") may be copyrighted property and constitute trade secrets and proprietary data. Customer further acknowledges that Customer has no title to or ownership of such Materials and that Customer waives any and all rights and claims which Customer now or hereafter may have against Prosperity with respect to the Materials.