



TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

THIS TREASURY MANAGEMENT SERVICES MASTER AGREEMENT (the “**Master Agreement**”) by and between Prosperity Bank, a Texas banking association (“**Prosperity**”) and the undersigned “**Customer**,” governs the provision by Prosperity of any and all Treasury Management Services chosen or accessed by Customer (the “**Services**”). Unless otherwise defined herein, capitalized terms shall have the meaning provided in Section 25 of this Agreement.

1. SCOPE AND DELIVERY OF SERVICES.

1.1. Service Terms. This Master Agreement, together with the applicable Service Terms and Documentation, collectively make up the “**Agreement**” which governs the Services. The Agreement supersedes any prior agreement between Prosperity and Customer relating to any Service. To use any Service, Customer must maintain one or more Accounts at Prosperity. The Account Terms apply to the use of an Account in connection with a Service and are incorporated herein by reference.

1.2. Conflicts. In the event of any conflict between the Agreement and the Account Terms, the Agreement shall prevail to the extent necessary to resolve the conflict. In the event of any conflict between the terms of this Master Agreement and any Service Terms, the Service Terms shall prevail except as the parties may otherwise agree in writing. If there is a conflict between the terms of the Agreement and something stated by an employee or contractor of Prosperity’s (including but not limited to Prosperity’s Treasury Support personnel), the terms of the Agreement will prevail.

1.3. Requesting Services. Customer may request a Service by any means Prosperity permits, including by filling out the attached **Exhibit A**. 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 the Service Terms are incorporated into, and made a part of, this Agreement. Prosperity makes the Services available at Prosperity’s sole discretion and a Service will not be available unless and until Prosperity approves and enables the Service for Customer.

1.4. Customer Information, Implementation. Customer agrees to provide all information that Prosperity requires in order to implement the Services, including completing any relevant Documentation. Customer represents that all information provided to Prosperity on the Documentation or otherwise in connection with the Services is true and correct and agrees to provide any additional information that Prosperity requests in order to set up or continue providing the Services. Any changes to the Documentation or other information Customer has provided to Prosperity in connection with the Services (each, a “**Change Request**”): (a) must be made in writing in a form acceptable to Prosperity, (b) remains subject to Prosperity’s approval, and (c) will only be effective after Prosperity has actually received the Change Request and had a reasonable opportunity to implement it, which may take several Business Days.

2. ACCOUNTS.

Customer must maintain sufficient Available Funds in its Accounts to pay for Customer’s use of, and Transactions in, such Accounts, including Fees and other expenses payable to Bank. Prosperity may, without notice, reject any Transaction if it involves a transfer of funds from an Account in which there are insufficient Available Funds.

3. INTERNET BANKING SERVICES; TREASURY CENTER.

Treasury Center is the online access portal on Prosperity’s website through which Customer can access the Internet Banking Service, the Mobile Banking Service, and certain other Services. Customer is required to use the Internet Banking Service in order to access and use the Services, and Customer may also elect to use the Mobile Banking Service to access the Services. The Internet Banking Service, Mobile Banking Service and any other applications or access channels that may be used to access the Services from time to time, including but not limited to Secure File Transfer Protocol (SFTP), are each deemed “**Services**” under this Agreement and collectively referred to as the “**Internet Banking Services**.” Through the Internet Banking Services, Customer may have the ability to view and manage its Account information, submit Transactions, files and other instructions to Prosperity, and use other online features as described in the Service Terms and applicable Documentation. The Service Terms for the Internet Banking Services are set forth in this Master Agreement in Sections 26-29 below.

4. PAYMENT OF FEES; TAXES.

4.1. Service Fees. Customer agrees to pay any and all fees for the Services along with fees and charges for any special services requested or required by Customer (collectively, “**Fees**”), as they may be changed by Prosperity from time to time without amending the Agreement. Prosperity will notify Customer regarding Fee changes according to Prosperity’s normal business practices or as required by Applicable Law. Prosperity may collect any Fees due from Customer by debiting any of Customer’s accounts with Prosperity, billing Customer, and/or setting off against any amounts Prosperity owes Customer, without any obligation to give prior notice to Customer.

4.2. Taxes. Customer is responsible for all taxes attributable to its use of the Services or otherwise related to the transactions contemplated under this Agreement, including collecting, reporting and remitting the correct tax to the correct tax authority, but excluding taxes based on Prosperity’s employees, property or net income.

4.3. Costs and Expenses. Customer will be responsible for any and all attorneys' fees and other costs and expenses Prosperity may incur in collecting any Fees or other sums Customer owes Prosperity. Customer further agrees to reimburse all costs and charges incurred by Prosperity, including reasonable attorneys' fees, in responding to subpoenas and other third party requests for information relating to Customer's Account(s). If applicable for the particular Service, intermediate or receiving banks may charge additional fees, for which Customer agrees to pay in accordance with the terms of this Agreement.

5. TRANSACTION REQUESTS, LIMITS.

5.1. Content. Prosperity shall have the right, but not the obligation, to reject any Transaction if the request is incomplete or inaccurate in any respect. Prosperity shall have no duty to discover, and will not be liable for, errors or omissions in the Transaction submitted by Customer. Customer shall be solely responsible for the timeliness, accuracy, and completeness of any Transaction sent to Prosperity.

5.2. Electronic Submission. Each Transaction that is sent to Prosperity electronically in accordance with the Agreement, including through the Internet Banking Services, shall be considered to be an original writing and to have been signed by an Authorized Representative of Customer. Any such Transaction shall not be effective until Prosperity actually receives it and has had a reasonable opportunity to act upon it. Prosperity is not responsible for any Losses incurred by Customer arising from interception of any information relating to the Services or Transactions if Customer uses regular email or sends a message using another unsecure method.

5.3. Transaction Limits. Prosperity has the right to limit Customer's Transaction volume, dollar amounts, or the types of Transactions that Customer may initiate through the Services or impose other requirements such as prefunding amounts based on Prosperity's good faith determination that such limits are necessary to comply with Applicable Law or address a default by Customer under this Agreement or any other agreement between Customer and Prosperity, or as Prosperity otherwise reasonably determines to be necessary or appropriate to permit Prosperity to mitigate potential losses or evaluate its exposure or risk. Prosperity also reserves the right to limit Transaction volumes or dollar amounts in any other circumstances, provided Prosperity gives Customer prior notice of any material limitation or decrease in previously communicated limitations. Customer agrees not to exceed any Transaction limitations established by Prosperity from time to time.

6. SECURITY PROCEDURES; CUSTOMER OBLIGATIONS.

6.1. Commercially Reasonable Security Procedures.

(a) Prosperity may require or recommend that Customer use certain procedures, including without limitation, Credentials, encryption, repetitive codes, dual control, dedicated computer, virus and malware protection, and other security devices, systems and software, including those provided by Prosperity's Service Providers or any payment network (collectively, the "**Security Procedures**"), in connection with the Services. Such Security Procedures are described herein, in the Service Terms for a particular Service, and in related instructions and communications applicable to the Services provided online or otherwise by Prosperity. Customer agrees to use the Services in accordance with the terms of this Agreement, including any Security Procedures offered by Prosperity.

(b) The Security Procedures are designed to verify the origin and authenticity of Transactions and are not designed to detect errors in any Transaction sent to Prosperity. Customer acknowledges that the Security Procedures offered by Prosperity are commercially reasonable and suitable for Customer with respect to Customer's intended use of the Services, including the size, type and frequency of Customer's Transactions. Prosperity reserves the right to require or recommend new Security Procedures and/or cancel or change any Security Procedures from time to time.

(c) Any Transactions communicated to Prosperity in Customer's name in compliance with the Security Procedures, and all access to and use of Services (including the Internet Banking Services) using the Security Procedures assigned to Customer, are considered authorized by Customer, whether or not authorized, and Customer shall be bound by the same in accordance with Applicable Law and the terms of this Agreement. Prosperity has no obligation to accept any Transaction that is not communicated in compliance with the Security Procedures, and Prosperity shall not be responsible for its refusal to act upon any Transaction received which does not comply with the Security Procedures.

6.2. Authorized Representatives; Reliance. The titles/positions, individuals, and authorized signers designated in Prosperity's records for the Accounts and Services shall be deemed "**Authorized Representatives**" of Customer. Prosperity is entitled to rely and act upon any notice, Transaction or other instruction received by Prosperity purportedly from an Authorized Representative of Customer. The Security Procedures are in addition to and do not limit or revoke the authority of any Authorized Representative to submit Transactions and other instructions in Customer's name. Customer may add or delete any Authorized Representative by written notice to Prosperity signed by the Authorized Representative(s) on file with Prosperity, which notice must be given in the manner and form required by Prosperity. Prosperity will not be responsible for Losses or unauthorized Transactions if Customer fails to timely and properly notify Prosperity of changes in the Authorized Representatives and/or their contact information. Customer is bound by any Transaction or other instruction and by use of the Services by any Authorized Representative.

6.3. Rejection or Waiver of Security Procedures. If Customer requests or chooses to communicate any Transactions to Prosperity in a manner that varies from the Security Procedures, then Customer will be deemed to have refused the Security Procedures that Prosperity recommends as commercially reasonable and agrees to be bound by such Transactions, whether or not authorized, when accepted by Prosperity in good faith, and agrees to indemnify Prosperity for any unauthorized Transactions resulting therefrom in accordance with Section 15 (Indemnification) below.

6.4. Customer's Obligation to Safeguard the Security Procedures. Customer agrees to maintain the complete security and confidentiality of the Security Procedures, and to implement prudent internal security practices to control access to and use of the Security Procedures. Customer acknowledges that its failure to protect the confidentiality of the Security Procedures may enable unauthorized access to the Services, Accounts and Customer's data. In addition to Customer's obligations to safeguard the Security Procedures and establish procedures to ensure their confidentiality, Customer agrees to change the Credentials periodically and whenever anyone who has had access to the Credentials is no longer employed or authorized by Customer to use the Services or there is known or suspected unauthorized access to the Security Procedures.

6.5. Notice of Security Breach. If Customer has reason to believe there has been a breach of its security or that any Security Procedure has or may have been lost, stolen, misused or accessed by

unauthorized persons, Customer shall immediately notify Prosperity by telephone at (855) 888-2242 and confirm such oral notification in writing to Prosperity within twenty-four (24) hours if directed by Prosperity. Prosperity will replace the Security Procedures in accordance with Prosperity's standard security requirements related to the Services. Customer may be denied access to the Internet Banking Services until they have been reactivated and new Credentials and Security Procedures are activated. To the maximum extent permitted by Applicable Law, Customer will be solely liable for all Transactions initiated before Prosperity has received notification of any such security breach and has had a reasonable opportunity to act on such notification.

6.6. Fraud Protection Measures. Customer acknowledges that Prosperity offers products and services designed to assist Customer in reducing or eliminating Account fraud and unauthorized activity with respect to the Services, including fraud prevention services for checks issued by Customer and ACH Entries (as defined in the NACHA Rules) received by Customer. Prosperity also offers a variety of viewing and reporting services in the Internet Banking Service, which may provide real-time access to Account data. To the extent Customer chooses not to utilize these Services or features and the proper use of that Service or feature could reasonably have prevented Losses due to the incidence of fraud or unauthorized activity, Customer will be deemed to have assumed the risk of such incident, shall hold Prosperity harmless for the amount of such Loss, and will be precluded from asserting that Prosperity is responsible for such incident.

6.7. Internal Controls. Customer understands that unauthorized or fraudulent use of the Services can occur by many means, including without limitation, through the use of email. In addition to Customer's obligation to safeguard the Security Procedures and establish procedures to ensure their confidentiality, Customer is responsible for protecting its Accounts and the Services used by Customer, and for combating fraud and the unauthorized use of Accounts. Customer agrees to maintain and enforce effective policies and procedures to monitor and control the secure use of its Accounts and the Services including, but not limited to: (a) controlling the use of internet access, software, scanning equipment and other systems and devices used in Transactions; (b) training Customer personnel on the proper use of the Services and fraud prevention measures, particularly in connection with the Internet Banking Services and use of email; and (c) controlling check stock, mechanical signing devices and Account information.

6.8. Single Sign-On. Prosperity may in certain instances permit Customer to access the Internet Banking Services, and the other Services accessible to Customer through the Internet Banking Services, following authentication by a third party other than Prosperity's Service Provider (a "**Third Party**") without logging in to the Internet Banking Services using the Security Procedures. This is referred to as "**Single Sign-On**" or "**SSO**." Prosperity reserves the right to impose additional requirements before allowing the use of SSO, including requiring Customer and/or the Third Party to enter into a separate agreement or provide additional information or documentation requested by Prosperity. Customer's use of any SSO will be subject to the Third Party's terms of use, as applicable. In the event Customer accesses any Services using SSO, Customer agrees that it has waived use of the Security Procedures and that Prosperity is entitled to rely upon, and treat as authorized and binding on Customer, each Transaction sent to Prosperity following SSO. Customer agrees to indemnify and hold Prosperity harmless from and against any Losses arising from or related to Customer's use of SSO, including acting upon and executing any Transactions sent to Prosperity following SSO.

7. EXTENSIONS OF CREDIT.

Prosperity is not obligated to extend credit to Customer unless it has specifically agreed to do so in a separate agreement. If Prosperity extends credit to Customer by permitting any Transactions or other use of the Services that exceed the amount of Available Funds in Customer's Accounts thereby creating an overdraft, the amount of the overdraft shall be immediately due and payable, together with interest thereon at a per annum rate determined by Prosperity from time to time, but not to exceed the maximum rate permitted by Applicable Law, plus overdraft fees and any Losses that Prosperity incurs in collecting the overdraft from Customer, as applicable. If Prosperity performs any Services that create an overdraft, such action shall not establish a course of dealing between the parties that would obligate Prosperity to continue permitting overdrafts in the future. Prosperity may stop permitting overdrafts at any time without prior notice and is entitled to refuse to process any Transaction that would create an overdraft in an Account. Customer agrees that Prosperity may debit any Account or other account owned by Customer at Prosperity or that Prosperity may set off against any amount Prosperity owes to Customer, in order to obtain payment for Customer's overdrafts.

8. SECURITY INTEREST; RIGHT TO DEBIT AND SETOFF.

8.1. Right of Setoff; Security Interest. In addition to all rights provided by Applicable Law, Customer agrees that any and all amounts on deposit in any Accounts or other accounts of Customer with Prosperity may be set-off and applied against any liability Customer owes Prosperity under this Agreement or any other agreement between Customer and Prosperity. Customer grants Prosperity a security interest in all accounts (including all Accounts) of Customer with Prosperity now or in the future to secure payment of any and all of Customer's obligations under the Agreement or any other agreement between Customer and Prosperity; provided, that this security interest shall be subordinate to any security interest separately agreed to in writing by Prosperity. Prosperity's rights hereunder are limited to the extent of limitations and restrictions imposed by Applicable Law.

8.2. Line of Credit/Loan. If a Loan is connected with this Agreement and the Services, this security interest is in addition to any other security interest granted by Customer in connection with the Loan, except where prohibited by Applicable Law.

8.3. Termination. Any security interest in Customer's accounts (including all Accounts), or any other setoff rights against Customer's Account(s), will not terminate until Customer has fully and indefeasibly satisfied all of Customer's Obligations, whether arising before or after termination of this Agreement or any Service.

9. ACCOUNT RECONCILIATION AND ERROR REPORTING.

Customer is responsible for monitoring its use of the Services and all activity in its Accounts with Prosperity. Transactions will be reflected on Customer's Account statements, on daily reports and advices, and/or through the viewing and reporting services in the Internet Banking Service. Prosperity assumes no responsibility for Customer's reliance on any information related to the Services, Accounts or any Transaction reported on an intraday or prior day basis that is subsequently updated, verified or corrected. Customer agrees to promptly and regularly review all Statements, reports, and other information and immediately notify Prosperity of any error, unauthorized transaction, discrepancy or similar issue (each, an "**Error**") by:

- (a) Calling Treasury Support at (855) 888-2242, or
- (b) Writing to Prosperity, ATTN: Internet Banking Treasury Support, 1401 Avenue Q, Lubbock Texas, 79401, or
- (c) Sending a message to Prosperity through the messages feature within the Internet Banking Service.

Customer understands that the nature of certain Transactions and Applicable Laws relating to certain Services require that Customer provide Timely Notice (as defined below) of an Error in order to preserve or exercise rights against third parties that may have been the beneficiary of such Error. “**Timely Notice**” is defined as notice provided to Prosperity: (i) on the same Business Day with respect to any Payment Order, (ii) the next Business Day for other electronic funds transfers, or (iii) within thirty (30) days for any other Transactions or Fees, following the date on which such information is sent by Prosperity or otherwise made available to Customer. If Customer fails to provide Timely Notice to Prosperity of any Error, Customer shall be precluded from asserting such Error against Prosperity. The Timely Notice requirement does not limit Prosperity’s or Customer’s rights to attempt to collect on unauthorized or fraudulent transactions from other banks. Notwithstanding the foregoing, Prosperity reserves the right in its sole discretion to adjust transaction records for good cause after the expiration of the Timely Notice time periods.

10. COMPLIANCE; AUDIT.

10.1. In General. Customer shall comply with (a) all Applicable Laws (including the Operating Rules) and (b) the terms of this Agreement, the Account Terms, and Prosperity’s internal rules and procedural requirements of which Prosperity makes Customer aware. Customer may choose Services to which the NACHA Rules are applicable and Customer agrees to be bound by the NACHA Rules. Customer understands that software programs, materials, tools, and technical data related to the Services or the Agreement may be subject to U.S. export controls or the trade laws of other countries, and Customer agrees to comply with all export control rules and regulations applicable to Customer.

10.2. Restricted Transactions. The Unlawful Internet Gambling Enforcement Act of 2006 (“**UIGEA**”) and its implementing Federal Reserve Regulation GG, prohibit restricted transactions from being processed through Customer’s Accounts or relationship with Prosperity. Restricted transactions include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with a third party’s participation in unlawful internet gambling. Customer shall not submit any Transaction through the Services that is restricted nor will it engage in an unlawful internet gambling business within the meaning of UIGEA and Regulation GG.

10.3. Financial Information. Prosperity’s approval for Customer’s use of any Service may be subject to underwriting criteria established by Prosperity from time to time. In addition, Prosperity may from time to time request financial information, statements and other documentation from Customer in order to evaluate a continuation of the Service to be provided by Prosperity hereunder and/or adjustment of any Transaction limits. Customer agrees to provide such information promptly upon request by Prosperity, in the form required by Prosperity.

10.4. Records and Audit. In order for Prosperity to comply with its obligations under Applicable Law, upon Prosperity’s request Customer agrees to: (a) provide the records Customer maintains with

respect to Customer's use of Services as required by Applicable Law and this Agreement; (b) provide internal and external audit reports relating to Customer's use of the Services and Customer's information technology infrastructure and operational procedures; and (c) permit Prosperity (including its regulators and auditors) reasonable access during normal business hours to audit Customer's compliance with the terms of this Agreement and Applicable Law. The foregoing terms regarding access to records and audit rights shall also apply with respect to Customer's Vendors. Customer further agrees to complete a self-assessment of Customer's operations, management, systems, internal controls, training and risk management practices that pertain to Customer's use of the Services if requested by Prosperity.

11. CONFIDENTIALITY.

(a) Any and all Documentation, Service Terms, Security Procedures, software, non-public Service features, Fees and pricing information and other information and systems that Prosperity and its Service Providers provide to Customer in connection with any Service (collectively, the "**Information**") is the proprietary and confidential property of Prosperity (including its Service Providers, as applicable). Customer shall not make any copies, in whole or in part, of any Information without Prosperity's prior written consent. Customer agrees to notify Prosperity immediately if the confidentiality of any Information is compromised. Customer agrees to use the Information only in the manner specified by Prosperity and in the ordinary course of Customer's business, to return it to Prosperity upon termination of the relevant Service, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Customer is required to disclose the Information by Applicable Law. Customer will be responsible for the omissions and acts of its employees, Users, agents, Vendors and representatives with respect to the Information.

(b) Prosperity acknowledges that non-public information Prosperity obtains from Customer in connection with providing a Service to Customer may be confidential and Prosperity has implemented policies, procedures, and controls to safeguard such information in accordance with Applicable Law.

12. REPRESENTATIONS AND WARRANTIES.

12.1. Mutual Representations and Warranties. Each of Customer and Prosperity represent and warrant to the other, as of the date this Agreement is entered into and at the time any Service is used or provided, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute, deliver, and to perform its obligations under this Agreement and the applicable Service Terms; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service has been obtained.

12.2. Customer Representations and Warranties. Customer further represents and warrants to Prosperity that: (a) each Account that Customer maintains with Prosperity and all use of the Services is maintained or used solely for a legitimate business or commercial purpose and not a personal, family or household purpose; (b) Customer is an authorized participant in any payment network it uses in connection with the Services; (c) Customer is not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. Government as a "terrorist supporting"

country; (d) Customer is not listed on any U.S. Government list of prohibited or restricted parties, such as the Specially Designated Nationals List administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"); (e) the Transactions contemplated by the Agreement are not and will not be subject to the prohibited transaction rules of Employee Retirement Income Security Act of 1974, as amended; (f) use of the Services does not and will not subject Prosperity, or Prosperity's Service Providers, to the privacy and security requirements of the Health Insurance Portability and Accountability Act as a business associate (defined at 45 CFR 160.103) or otherwise, unless Customer has notified Prosperity of such requirements and the parties have entered into a business associate agreement in a form reasonably acceptable to Prosperity. Customer reaffirms its representations and warranties herein each time it uses a Service and agrees to notify Prosperity promptly in writing if any representation or warranty made by Customer is no longer true.

13. DISCLAIMER OF WARRANTIES.

CUSTOMER AGREES THAT ITS USE OF THE SERVICES, AND ALL INFORMATION AND CONTENT USED IN CONNECTION WITH A SERVICE (INCLUDING THAT OF THIRD PARTIES) IS AT CUSTOMER'S RISK. CUSTOMER ACKNOWLEDGES THAT PROSPERITY AND ITS SERVICE PROVIDERS ARE PROVIDING THE SERVICES TO CUSTOMER ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT, OR AS TO THE COMPATIBILITY OF PROSPERITY'S SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE OF CUSTOMER, ALL OF WHICH PROSPERITY HEREBY EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO SERVICE TERMS, DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND. NEITHER PROSPERITY NOR ANY OF ITS SERVICE PROVIDERS WARRANTS THAT THE INTERNET BANKING SERVICES OR ANY OTHER SERVICES OR SOFTWARE WILL OPERATE WITHOUT INTERRUPTION, DEFECTS OR VIRUSES. NEITHER PROSPERITY NOR ANY OF ITS SERVICE PROVIDERS ASSUMES RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY OR AVAILABILITY OF ANY CUSTOMER SYSTEMS, MOBILE DEVICE, OR MOBILE NETWORK WHICH CUSTOMER UTILIZES TO ACCESS THE SERVICES. CUSTOMER EXPRESSLY CONFIRMS THAT IT HAS NOT RELIED UPON ANY REPRESENTATION BY PROSPERITY AS A BASIS FOR ENTERING INTO THIS AGREEMENT.

14. LIMITATION OF LIABILITY.

14.1. CUSTOMER AGREES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT IN ADDITION TO ANY OTHER LIMITATION ON PROSPERITY'S LIABILITY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL PROSPERITY (OR ITS OFFICERS, DIRECTORS, AFFILIATES, SERVICE PROVIDERS, EMPLOYEES OR AGENTS) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS OR LOSS OF DATA THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, EVEN IF PROSPERITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGE AND

REGARDLESS OF THE TYPE OF CLAIM. Prosperity's liability to Customer arising from any Service or this Agreement will be limited to Customer's actual monetary damages that are the direct result of Prosperity's gross negligence or willful misconduct. Notwithstanding the foregoing, for Payment Orders which are governed by and subject to UCC Article 4A, Prosperity is liable only for interest losses attributable to Prosperity's failure to exercise ordinary care resulting in the failure, delay, or improper execution of any Payment Order as required by UCC Article 4A. Prosperity's liability for any loss of interest shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Prosperity's option, payment of such interest may be made by crediting an Account.

14.2. In no instance shall Prosperity be responsible or liable for any: (a) act or omission of Customer (including its officers, representatives, employees, Users, agents or Vendors) or of any other third party (other than Prosperity's Service Providers); (b) failure to act by Prosperity if Prosperity reasonably believed taking the omitted action would have violated Applicable Law or if Prosperity was unable to confirm to its satisfaction the authority of any person to act on Customer's behalf; or (c) interception of information relating to Customer or its Transactions as a result of Customer's use of the internet, software, Internet Banking Services or any other Service that is not the result of Prosperity's gross negligence or willful misconduct.

14.3. Customer agrees that: (a) Prosperity shall be excused from failing to transmit or delay in transmitting a Payment Order or any other Transaction if such transmittal would result in Prosperity's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Prosperity's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any other Applicable Law; and (b) Prosperity will not be responsible for the acts or omissions of any other financial institution, funds transfer system, Federal Reserve Bank, intermediary, transmission or communications facility, any Receiver or Receiving Depository Financial Institution or any other third party, or for any return of an Entry by such Receiver or Receiving Depository Financial Institutions (each as defined in the NACHA Rules), none of whom shall be deemed Prosperity's agent for this purpose.

14.4. Any claim, action or proceeding by Customer to enforce the terms of the Agreement or to recover for any Service-related Losses must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs.

14.5. Customer agrees to cooperate with Prosperity in any loss recovery efforts that Prosperity undertakes to reduce any Losses that arise in connection with the Services. Customer acknowledges that the Fees to be paid for the Services have been established in part in contemplation of the liability limits and indemnification obligations set forth herein and Customer's agreement to assist Prosperity in any loss recovery efforts.

15. INDEMNIFICATION.

In addition to any other indemnification obligations of Customer pursuant to this Agreement, but only to the extent permitted by Applicable Law without waiving any applicable legal immunity, Customer agrees to indemnify and hold harmless Prosperity and its officers, directors, affiliates, Service Providers, employees and agents from and against any and all Losses resulting directly or

indirectly from, or arising in connection with: (a) the acts or omissions of Customer or any person acting on Customer's behalf under this Agreement or otherwise related to the Services, including without limitation Customer's Vendors; (b) Customer's breach of any of the terms of this Agreement, including any Service Terms; (c) Customer's violation of Applicable Law (including the Operating Rules); (d) Customer's use of the Services and Prosperity complying with or carrying out any Transaction or other instructions given to Prosperity in accordance with this Agreement; (e) any dispute between Customer and any third party or between Customer and any User in connection with the Services. Customer agrees to reimburse Prosperity immediately upon demand for any fines, penalties or associated costs (including reasonable attorneys' fees and other legal expenses) assessed against Prosperity by NACHA, any Federal Reserve Bank, any state or federal regulatory agency or other governmental body, or any clearinghouse or other third party having oversight or rulemaking authority over networks relating to any of the Services, when the fine, penalty or other expense is caused by or related to Customer or Customer's use of the Services.

16. BANK'S SERVICE PROVIDERS.

Customer acknowledges and agrees that Prosperity may arrange for some or all of the Services to be performed or provided by a third-party service provider, vendor or processor (each, a "**Service Provider**"). Prosperity's use of a Service Provider shall not relieve Prosperity of its obligations under the Agreement, and Prosperity shall be responsible for the aspects of the Services performed by its Service Providers to the same extent as if Prosperity had performed or failed to perform the Service. Customer agrees not to bring a claim or any form of legal action against any Service Provider and agrees to hold any Service Provider harmless in connection with the Agreement and acknowledges that any such claims will be brought only against Prosperity. Customer acknowledges and agrees that Prosperity may disclose any information concerning Customer or the Accounts to Prosperity's Service Providers and affiliates in connection with the provision of Services.

17. CUSTOMER'S VENDORS.

Any third party servicer, service provider, subcontractor, agent, affiliate, or vendor, including any value added networks, used by Customer in connection with Services (each, a "**Vendor**"), will be Customer's agent, and Customer will be liable for: (a) any Vendor's failure to comply with any Security Procedures or operating requirements relating to the Services, (b) for all fees, costs and expenses owed to each Vendor for its services, (c) for any claims, damages, costs and expenses incurred as a result of any Vendor's failure to perform, or delay or error in performing its services, (d) any Transactions received from a Vendor using Security Procedures assigned to Customer, which shall be deemed to be sent by Customer, and (e) any breach by a Vendor of any provision of the Agreement.

18. NOTICES.

18.1. Notice to Prosperity. Notices to Prosperity under the Agreement shall be provided by Customer in writing at Prosperity's postal address, as follows:

**Prosperity Bank
Attn – Treasury Management Services
3333 NW Expressway
Oklahoma City, Oklahoma 73112**

or such other address as Prosperity may give to Customer, in writing, from time to time. Any notice sent to Prosperity will be effective only when Prosperity has actually received, and has had a reasonable time to act on, such notice.

18.2. Notice to Customer; Consent to Electronic Notices. Customer agrees and consents to Prosperity providing notices, disclosures, Account statements and any other information under the Agreement or related to the Services to Customer electronically, including information that Prosperity is required by Applicable Law to provide to Customer in writing. Prosperity may provide such notices or other information to Customer by posting it on Treasury Center, sending Customer an in-product message within the Service, via email to any email address that Customer has provided, by telephone or facsimile to any number Customer has given Prosperity, or by sending it as a text message to any mobile phone number that Customer has provided, including but not limited to the mobile phone number that Customer has listed in Customer's Services setup or Customer profile, each of which Customer agrees will be considered "in writing," or by mailing such notice to any postal address that Customer has provided in connection with the Services. Notices sent to Customer by these methods shall be deemed received by Customer no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by Customer no later than three (3) Business Days after it is mailed.

19. RECORDINGS; BANK RECORDS.

Prosperity's records as to this Agreement, the Services and Transactions using the Services shall be controlling in the event of any conflict with Customer's records. Customer agrees that Prosperity has the right, but not the obligation, to perform telephone or electronic and data transmission monitoring or recording of communications relating to this Agreement and the Services and to retain records for security, evidence of the Transaction, and quality monitoring purposes. Customer waives any further notice other than that contained in this Agreement that communications may be recorded at any time. All records maintained by Prosperity for Services contemplated by this Agreement shall be and remain Prosperity's property. Prosperity may, at its sole discretion, make available to Customer such records upon request. Any expense incurred by Prosperity in making such records available to Customer shall be paid by Customer.

20. TERM; TERMINATION.

20.1. In General. This Agreement shall remain in full force and effect until terminated by either party as provided herein. Either party may terminate any Service(s) or this Agreement upon thirty (30) days' prior written notice to the other party; provided that the Master Agreement will remain in effect as long as any Service Terms are effective.

20.2. Termination or Suspension by Prosperity. In addition, Prosperity may terminate the Agreement or terminate or suspend any Service(s) immediately, without prior notice to Customer, if at any time: (a) Customer fails to comply with any of its material Obligations hereunder; (b) Customer is in default under any other material Obligation with Prosperity; (c) Customer becomes insolvent, is placed in receivership or is adjudicated bankrupt or Customer becomes subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of its creditors; (d) there has been a material adverse change in the financial circumstances of Customer, in Prosperity's sole opinion; (e) a change in control has occurred with respect to Customer, whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise; (f) the continued provision of the

Services under the terms of the Agreement would, in Prosperity's good faith opinion, violate Applicable Law; (g) a Security Incident or compromise of the Security Procedures has occurred; or (h) Prosperity deems such termination necessary or appropriate, in Prosperity's sole judgment, in order to prevent fraud or a financial loss to Prosperity.

20.3. Survival. Notwithstanding any termination, the terms of the Agreement will continue to apply to: (a) all Transactions initiated prior to termination, (b) Customer's payment or other Obligations with respect to such Transactions, and (c) any Fees or other amounts due or to become due under this Agreement or otherwise related to the Services. In addition to any other provisions in this Agreement that survive by their terms or contemplate observance after the termination of this Agreement, all provisions of the Agreement relating to the parties' representations, warranties (or exclusions thereof), intellectual property rights, limitation of liability, waiver of jury trial, governing law, confidentiality and indemnity shall survive the termination of a Service or this Agreement.

21. AMENDMENTS.

21.1. Amendment by Agreement or Notice. The Agreement, including any Service Terms, may be modified by a written agreement executed and signed by the parties. In addition, Prosperity may amend the Agreement, including any Service Terms, by notifying Customer in any manner deemed acceptable by Prosperity, including by posting such amendment on Treasury Center. Customer acknowledges that its access to Treasury Center shall be viewed as sufficient notice and agrees that Prosperity may amend the Agreement in this manner, with no obligation to communicate directly to Customer regarding such amendments. By continuing to use the Services following the posting of such notice and/or any stated effective date for the amendments, Customer shall be deemed to have accepted the Agreement or Service Terms as so amended.

21.2. Regulatory or Security Changes. Notwithstanding the foregoing, if a modification to this Agreement or any Service Terms is required under Applicable Law or by a regulatory authority with jurisdiction over Prosperity, or if modifications to the Security Procedures are necessary in order to maintain the security and integrity of the Services, then Prosperity may modify this Agreement, the applicable Service Terms or Security Procedures, as applicable, by giving Customer notice of the modification by any means permitted, and the modification will be effective immediately upon Prosperity giving such notice.

22. AFFILIATES.

22.1. Primary Customer and Affiliates. Customer, each Affiliate of Customer listed on the signature page below (if any), and Prosperity agree that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be, a party under the Agreement as a "Customer." The Customer named on the signature page below shall be referred to as the "**Primary Customer**" for purposes of this Section 22. Each Affiliate hereby agrees that it is (a) bound by the terms of this Agreement for the use of the Services, and (b) responsible for the payment of Fees, Transactions and any other obligations and liabilities it incurs related thereto, and maintenance of any required balances for the Services that it receives from Prosperity. Additional Affiliates can be added through an addendum to this Agreement in the form required by Prosperity and executed by Primary Customer and Prosperity.

22.2. Authority of Primary Customer. Each Affiliate hereby authorizes Primary Customer to act as agent for such Affiliate in connection with any and all matters relating to the Agreement, including, without limitation, administering the Services and originating Transactions, issuing Payment Orders and other instructions, executing Documentation, terminating the Agreement, agreeing to amendments to the Agreement, and receiving notices under the Agreement, which will be effective for the Affiliates, even if such notices and communications are sent only to Primary Customer; any and all such actions by the Primary Customer shall be binding on the Affiliates. Prosperity may conclusively rely on Primary Customer's authority to act for itself and to bind the Affiliates with respect to the foregoing. Primary Customer agrees to notify the Affiliates of any such notices received, agreements made, and actions taken on behalf of any Affiliate.

22.3. Security Procedures, Access to Internet Banking Services. Primary Customer and any Affiliate acknowledge and agree that the Security Procedures provided by Prosperity to the Primary Customer shall be used to access the Services, and that such Security Procedures are commercially reasonable for the Transactions to be requested on behalf of each Affiliate. Primary Customer and each Affiliate acknowledge and agree that: (a) Prosperity may rely on and act on any and all Transactions and other communications it receives through the Internet Banking Services using the Security Procedures assigned to the Primary Customer and Prosperity's reliance shall not constitute negligence or willful misconduct or bad faith, (b) Primary Customer and each Affiliate shall be bound by such use of the Services and liable for any Transactions debiting the Account of the Affiliate, and (c) Prosperity shall have no liability or responsibility for notifying any Affiliate with which Primary Customer shares its Security Procedures. Each Affiliate and Primary Customer understand and agree that use of the Services and any Transactions affecting each Affiliate's Accounts may be reflected on the records of Prosperity as initiated by the Primary Customer.

22.4. Representations and Warranties. Primary Customer hereby represents and warrants to Prosperity that: (a) Primary Customer has the authority to use the Services and access the Accounts on behalf of each Affiliate as permitted by this Agreement, (b) each entity listed as an Affiliate below meets the definition of "Affiliate" and shall continue to meet such definition as long as the entity uses the Services, and (c) the individual signing this Agreement is duly authorized to execute this Agreement on behalf of each Affiliate.

22.5. Guarantee. Primary Customer unconditionally and irrevocably guarantees to Prosperity the full and prompt payment and performance by each Affiliate of all obligations they or any of them may incur under this Agreement, now or in the future, including, but not limited to, obligations for Fees, overdrafts, Transactions and indemnification obligations. Primary Customer agrees to pay any and all such amounts upon demand by Prosperity and agrees that Prosperity may enforce the Agreement against Primary Customer without first being required to seek enforcement against any Affiliate. Primary Customer further agrees that unless and until the full amount owing to Prosperity by the Affiliates under this Agreement has been paid in full, Primary Customer will not exercise or enforce any right of exoneration, contribution, reimbursement, recourse or subrogation available to Primary Customer against such Affiliate. PRIMARY CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS GUARANTEE IS PROVIDED FOR GOOD AND VALUABLE CONSIDERATION AS PROSPERITY WOULD NOT HAVE OTHERWISE PERMITTED ITS AFFILIATES TO USE THE SERVICES AS REQUESTED BY PRIMARY CUSTOMER UNDER THIS AGREEMENT WITHOUT THE FOREGOING GUARANTEE.

23. GENERAL PROVISIONS.

23.1. Force Majeure Prosperity shall not be responsible, and shall not be liable to Customer for any failure, error, malfunction or delay in providing the Services or otherwise performing its obligations under this Agreement resulting from circumstances beyond Prosperity's reasonable control that prevent Prosperity or its Service Providers from operating normally, including, without limitation, fire, flood, hurricane or other windstorm, explosion, earthquake or other natural disaster; serious accident, casualty, strike, pandemic, epidemic, legally mandated quarantine or travel or work restrictions, unavoidable accident, acts of God, acts of terrorism, riot, war, or emergency; the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree; or the failure of networks, equipment, systems, the internet, telecommunications systems or outages of the Internet Banking Services.

23.2. Binding Effect of Agreement; Waiver. This Agreement shall bind and benefit Prosperity and Customer and their legal representatives, successors and assigns. None of the terms of this Agreement may be waived except as Prosperity may consent in writing, and no agreement with or representation made by any employee, subcontractor, or agent of Prosperity that is in conflict with this Agreement or any Service Terms will be binding on Prosperity unless contained in a written modification of this Agreement, signed by an authorized officer of Prosperity. No delay on the part of Prosperity in exercising any right or power under this Agreement shall operate as a waiver. The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies which Prosperity would otherwise have.

23.3. Governing Law; Jury Trial Waiver. Except to the extent superseded by federal law, the provision of Services and this Agreement shall be governed by the laws of the state of Texas, without giving effect to its choice of law or conflict of law provisions. Customer submits to the jurisdiction of any federal or state court in Harris County, Texas for all legal proceedings arising out of this Agreement. Customer waives all objections of inconvenient forum to the fullest extent allowed by Applicable Law. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, OF WHATEVER TYPE OR NATURE, ARISING OUT OF THIS AGREEMENT AND THE SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT THIS JURY TRIAL WAIVER IS A MATERIAL INDUCEMENT TO PROSPERITY TO ENTER INTO THIS AGREEMENT AND THAT NO PROSPERITY REPRESENTATIVE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT PROSPERITY MAY NOT ENFORCE THIS JURY WAIVER IN CASE OF LITIGATION.

23.4. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Customer may not assign this Agreement or any of the rights or duties hereunder, including without limitation, any Service Terms, to any person without Prosperity's prior written consent. Prosperity may assign this Agreement or any portion thereof, including without limitation, any Service Terms, or any of its rights hereunder without Customer's consent to: (a) an acquirer of all or substantially all of Prosperity's equity, business or assets; (b) a successor in interest, whether by merger, reorganization or otherwise; or (c) any affiliate of Prosperity.

23.5. No Agency or Joint Venture Created. This Agreement shall not be deemed to constitute the parties as partners or joint venturers nor will any party be deemed to constitute any other party's agent. Prosperity is not in a fiduciary or similar relationship with, nor does it have fiduciary duties or obligations to, Customer under the terms of this Agreement.

23.6. Provisions Severable. If any provision of this Agreement shall be held to be void or unenforceable by any court of competent jurisdiction or any governmental regulatory agency, such provision shall be construed by each party to be severed from this Agreement. All remaining provisions of this Agreement will remain in full force and effect.

23.7. Section Headings. Section headings are for reference purposes only and do not in any way limit or otherwise define the rights and liabilities of the parties.

23.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.

23.9. Entire Agreement. Customer agrees that this Agreement, including any Service Terms and all agreements and documents incorporated herein by reference, is the complete and exclusive statement of the agreement between Prosperity and Customer regarding the Services, which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties.

24. ELECTRONIC EXECUTION, CONSENT.

The parties agree that this Agreement, including any Service Terms, is entered into on an interstate basis and subject to the Electronic Signatures in Global and National Commerce Act and may be executed and delivered by facsimile, email in PDF or similar format, or other electronic method, and that the copies or counterpart signature pages so sent shall be treated and have the same force and effect as delivery of an original with a manual signature. Prosperity reserves the right, at its discretion, to require Customer to deliver an original of this Agreement or any Service Terms or Documentation with a manual original signature.

25. DEFINITIONS.

Capitalized terms used in this Agreement, including the Service Terms, shall have the meanings given below, in addition to any other defined terms for a particular Service that may be contained within the applicable Service Terms. The meanings of defined terms shall be equally applicable to the singular and plural forms of the defined terms. All references to "include," "includes," or "including" shall be deemed to be followed by the words "without limitation."

"Account" means one or more business deposit accounts at Prosperity that are maintained or controlled by Customer, including accounts held by Customer's Affiliates or other third parties that have granted access to Customer, including through the Internet Banking Services.

"Account Terms" means the (a) deposit account agreement (which may be titled, "Your Deposit Account Terms and Conditions," "Terms and Conditions of Your Account," or similar title), along with any Account disclosure information provided in connection with the Account at any time, (b) any resolutions entered into in connection with the Account, and (c) any pricing information or

pricing lists made available to Customer, all as amended from time to time, which have been issued by Prosperity and relate to the Account(s).

“Administrator” refers to Customer’s personnel, employee(s), agent(s) or other individual(s) appointed by Customer or the Lead Administrator to access and use the Internet Banking Services on Customer’s behalf with the authorities as described in Section 27.3 (Administrators) below. An Administrator is a User.

“Affiliate” means any entity that is directly or indirectly controlled by, controlling, or under common control with Customer, with the authority to access Accounts of such Affiliate and use the Services under the terms of the Agreement. For the purposes of this definition, **“control”** means the power to direct the management and policies of such entity, directly or indirectly, whether through ownership of voting securities or ownership interests, by contract, or otherwise.

“Applicable Law” means all federal, state and local laws, regulations, and any other requirements, official commentaries or guidance of any agency or division of the federal government or any state or local government that govern or relate to this Agreement or the Services, including the UCC, regulations and sanctions administered by OFAC, and the Operating Rules.

“Available Funds” *means the balance in an Account that is available for use as determined by Prosperity’s funds availability schedule in effect from time to time.*

“Business Day” refers to any day during which the main office of Prosperity is open for substantially all of its banking functions, in accordance with specified cut-off times, and during which Prosperity is able to download Customer’s information and process transactions. A Business Day does not include Saturday, Sunday, or federal or state holidays.

“Collected Funds” means the balance in the Account representing those funds that have been actually and finally collected as calculated by Prosperity.

“Credentials” means the user names, passwords, personal identification numbers (PINs), identification codes, and other identifying and authentication inputs, security tokens or authentication devices, equipment or software, that Users must apply or use in order to access the Internet Banking Services.

“Documentation” means all documents that facilitate the use of a Service, including any Service authorizations, schedules, set up forms, exhibits, pricing and fee schedules, attachments, Transaction limits, written Security Procedures, and forms or agreements establishing Administrators or User Accounts.

“Lead Administrator” refers to Customer’s personnel, employee(s), agent(s) or other individual(s) appointed by Customer to act as its administrator with respect to the Internet Banking Services, vested with the authorities described in Section 27.2 (Lead Administrators) below. The Lead Administrator(s) will be those person(s) designated by Customer in the attached Exhibit B, attached hereto and made a part hereof, or as Prosperity otherwise directs. The Lead Administrator is an Administrator.

“Loan” means any line of credit or other loan provided to Customer by Prosperity as part of a Service or an Account.

“Losses” means any and all claims, demands, actions, losses, liabilities, judgments, damages, costs or expenses (including reasonable attorneys’ fees and court costs), and all costs of settlement of claims.

“Mobile Device” means a cellular telephone or similar wireless communications device (a) that is installed with software permitted by Prosperity that Customer has downloaded in order to conduct Transactions using the Mobile Banking Service, or (b) that is capable of conducting Transactions through the Mobile Banking Service by using other protocols Prosperity may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging).

“NACHA Rules” means the rules, regulations and operating guidelines of the National Automated Clearing House Association.

“Obligations” means all obligations of payment or performance Customer has relating to Services offered by Prosperity, including but not limited to foreign exchange transactions, overdrafts and shortfalls of any kind, no matter how arising, as well as obligations to pay Fees, to provide information, to make accurate representations and to provide security or collateral.

“Operating Rules” means, collectively, the NACHA Rules and the rules, regulations and operating guidelines of any regional clearinghouse, payment card association, or any payment network in effect from time to time used by Prosperity to provide the Services (e.g., SWIFT, ECCHO).

“Payment Order” has the meaning ascribed thereto in Article 4A of the UCC, and shall include, but not be limited to, instructions given for the use of any Service for the origination, processing and payment of electronic funds transfers, including any wire transfers, ACH Entries, and any internal funds transfers between Accounts.

“Service Terms” means the terms and conditions for a Service provided by Prosperity to Customer under this Agreement, including all related Documentation. The Service Terms for the Internet Banking Service and Mobile Banking Service are set forth in this Master Agreement in Sections 26-29 below. The Service Terms for other Services may be set forth in separate documents.

“Transaction” means any instruction, Payment Order, ACH Entry (as defined in the NACHA Rules), file, request, or other communication provided using Customer’s Security Procedures, or otherwise provided by or on behalf of Customer to Prosperity to perform a Service or take action on behalf of Customer or its Accounts.

“Treasury Center” means the access portal on Prosperity’s website through which the Customer can access the Internet Banking Service, the Mobile Banking Service, and certain other Services.

“UCC” means the Uniform Commercial Code, as enacted in the State of Texas.

“User” refers to the Customer’s personnel, employee(s), agent(s) or other individual(s) designated by Customer, the Lead Administrator, or an Administrator and authorized to conduct certain tasks through the Services or otherwise act on behalf of the Customer relating to the Services and/or the Account(s).

“User Account” means an account for the Internet Banking Services set up by a Lead Administrator or Administrator allowing a User to access the Services, including the entitlements and other rights provisioned by the Lead Administrator or Administrator.

26. INTERNET BANKING SERVICES.

The Internet Banking Service, Mobile Banking Service and any other applications or access channels that may be used to access the Services from time to time, including but not limited to Secure File Transfer Protocol (SFTP), are collectively referred to as the **“Internet Banking Services.”** The following terms of this Master Agreement (Sections 26-29) comprise the Service Terms for the Internet Banking Services. There may also be separate Service Terms for certain access channels or applications. The Service Terms apply to the Internet Banking Services generally unless stated otherwise, with the exception of Section 29, which relates solely to the Mobile Banking Service.

26.1. Services Description. The Internet Banking Services enable Customer’s access to, and electronic management of, the Services and Accounts. Prosperity provides the Internet Banking Services for the sole and exclusive benefit of Customer and Customer’s Affiliates who become a party to this Agreement, as described in Section 22 (Affiliates). Prosperity reserves the right to add, remove, change or enhance the features and functionality of the Internet Banking Services at any time without notice, including the Services that may be accessed and Transactions that may be initiated using the Internet Banking Services. Some of the functions and Services available through the Internet Banking Service may not be available through the Mobile Banking Service.

26.2. Availability. Prosperity will use commercially reasonable efforts to make the Internet Banking Services available at all times, but Customer agrees that Prosperity shall not be liable if the Internet Banking Services are unavailable for use at any time, whether due to routine or unscheduled maintenance, upgrades, periods of high volume, system attacks or other activities or circumstances beyond Prosperity’s control. Customer acknowledges that information provided through the Internet Banking Services about an Account is provided “as is,” changes frequently and is subject to updating, verification and correction. The information Customer obtains through the Internet Banking Services is not the official record of an Account or Transaction unless otherwise specified. Prosperity assumes no responsibility for Customer’s reliance on any Account or Service information provided through the Internet Banking Services that is subsequently updated, verified or corrected.

26.3. Customer Systems. Customer is responsible for having and maintaining the hardware, software, internet access, information technology systems and communication devices (**“Customer Systems”**), which are compatible for use with the Internet Banking Services based upon any requirements provided by Prosperity. Prosperity reserves the right to change the software and other protocols that Prosperity allows or requires for the Internet Banking Services at any time without prior notice. Customer can call Prosperity’s Treasury Support at (855) 888-2242 to confirm current requirements. Customer is responsible for maintaining the security and reliability of the Customer Systems and agrees to utilize up-to-date virus protection software and update the web browser periodically on the Customer Systems. Customer will be responsible for any malfunction, security

breach, virus, compromise or other misuse or problems with the Customer Systems and for the information transmitted and received through the Customer Systems. Any software that Customer installs or downloads in connection with its use of the Internet Banking Systems is at Customer's own risk, and Prosperity will not be responsible for any damage to the Customer Systems resulting therefrom. Customer agrees that, where required, the acceptance by Users of software and terms of use associated with the Internet Banking Services is authorized by Customer and shall be binding upon Customer and each User. Customer and its Users shall be responsible for any internet access or telecommunications charges they incur related to the Customer Systems or use of the Internet Banking Services, including use of a Mobile Device.

26.4. Limited License; Restrictions on Use. Subject to acceptance or approval by Prosperity as applicable, Prosperity grants Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use the Internet Banking Services solely in accordance with the terms of the Agreement. Customer agrees to comply with the terms of any license made available to Customer through the Internet Banking Services. Customer agrees that it will not, and will not allow its Users, employees, agents or Vendors to, directly or indirectly: (a) decompile, reverse engineer, disassemble or otherwise attempt to derive source code or trade secrets relating to the Internet Banking Services; (b) copy, reproduce, license, lease, encumber, distribute, resell, or otherwise transfer, co-brand, frame, or link any portion of the Internet Banking Services; (c) adapt, modify, transform or create derivative works of, any aspect of the Internet Banking Services; (d) use the Internet Banking Services in any anti-competitive manner or for any purpose that would be contrary to Prosperity's business interests; or (e) access the Internet Banking Services from any country where such access is prohibited by United States sanctions regulations or other Applicable Law. If access to any software is provided through the Internet Banking Services, Customer agrees not to download the software outside the United States.

26.5. Intellectual Property. Prosperity and its Service Providers or other third parties involved in providing the Internet Banking Services, if any, own and exclusively retain any and all trademark, copyright, patent or trade secret rights ("**Intellectual Property Rights**") and any related rights associated with the Internet Banking Services and the software, design, functionality, processes, procedures, systems, know-how, technical materials, Documentation and other materials provided in connection with the Internet Banking Services. Customer acknowledges and agrees that Prosperity and its Service Providers or such other third parties, as the case may be, shall exclusively own all Intellectual Property Rights in and to any and all improvements, enhancements, derivative works, modifications, or developments made to or resulting from any of the foregoing, including those developed by Prosperity and its Service Providers in connection with providing the Internet Banking Services to Customer.

26.6. Linked Sites. The Internet Banking Services may contain links to the websites of third parties or provide the opportunity to use or access third-party software or services that are not part of the Services (collectively, "**Linked Sites**"). Customer is solely responsible for obtaining and complying with the terms of use or license applicable to any Linked Sites. Prosperity does not endorse or assume any responsibility for the Linked Sites and makes no representations or warranties whatsoever with respect thereto. Use of the Linked Sites is solely at Customer's election, risk and expense, and Customer agrees that it must look to the respective third-party provider, and not Prosperity, for any content, services and claims related to its use of the Linked Site, including any security or data breach.

26.7. Security Incidents. Customer acknowledges that the internet is inherently unsecure and there is a risk that data communications and transfers through the Internet Banking Services may be subject to interception, failure, unavailability, delay or unauthorized access or disclosure (each, a “**Security Incident**”). Prosperity shall not be liable for any Security Incident or Losses attributable thereto unless such Security Incident is directly caused by Prosperity’s gross negligence in failing to take commercially reasonable steps to maintain the security of data communications and transfers made through the Internet Banking Services. Customer acknowledges that any message Prosperity sends to Customer through the Internet Banking Services may not be encrypted, but specific Account information may be masked, and Customer hereby authorizes Prosperity to send such information to Customer via email or through the Mobile Banking Service and agrees that this does not constitute a failure by Prosperity to take commercially reasonable steps to maintain the security of data communications and transfers made through the Internet Banking Services.

27. ADMINISTRATION OF INTERNET BANKING SERVICES.

27.1. Set Up and Implementation. Prosperity requires that Customer provide the information necessary to establish the Internet Banking Services and establish the access rights and entitlements of Customer’s Users. Prosperity will set up Customer’s Account information on the Internet Banking Services as described in the information that Customer has submitted, and Customer authorizes Prosperity to do so. Prosperity assumes no liability for changes or modifications to the Account setup information after initial installation of the Internet Banking Services unless and until Customer has notified Prosperity in writing or as otherwise directed by Prosperity and Prosperity has received it and had a reasonable opportunity to act on such changes.

27.2. Lead Administrator. Customer will appoint a Lead Administrator(s), including by filling out the Appointment of Lead Administrators attached hereto as **Exhibit B** as applicable. Prosperity will provide the Lead Administrator with its initial sign-on credentials and then the Lead Administrator must establish its own Credentials and the Credentials of all other Administrators and Users. Customer is solely responsible for maintaining the security of the Credentials once established and for any use of the Internet Banking Services associated with those Credentials. The Lead Administrator has the ability to reset the Credentials of other Administrators and Users as needed, and Prosperity shall have no liability resulting from its refusal to reset an Administrator’s or User’s Credentials or an Administrator’s or User’s inability to access the Internet Banking Services. The same Credentials that are in place for the Internet Banking Service shall apply to the Mobile Banking Service and shall be subject to the Security Procedures terms set forth in Section 6 (Security Procedures; Customer Obligations) above. Customer acknowledges that the Lead Administrator will have broad authority, including the ability to:

- (a) enter into, originate and approve Transactions using the Internet Banking Services, access Customer data, and add Administrators and Users for the purpose of entering into, originating and approving Transactions using the Internet Banking Services and accessing Customer data;
- (b) remove, eliminate or modify the access or authority granted to any Administrator or User, including without limitation access to a Service, and including the removal of Administrators or Users who no longer have Customer’s authority to access the Services and/or perform Transactions;
- (c) designate those Users who may utilize the Mobile Banking Service or Mobile Deposit Service;

(d) approve, limit or modify: (i) the data a User may access, (ii) the type of Transactions a User may originate, (iii) the Account(s) that a User may access, and (iv) the dollar amount of Transactions a User is authorized to originate or approve; and

(e) reset the Credentials of any Administrator or User, or override the Credentials of any other User.

Prosperity recommends that Customer designate more than one Lead Administrator so that a Lead Administrator is always available and able to perform their duties. Prosperity will provide the Lead Administrator with permission to all Accounts, Services, and limits that the Customer establishes on the Internet Banking Services, and then the Lead Administrator can designate the other Administrators and Users that will have access thereto, subject to any Transaction or other limits established by Customer and approved by Prosperity. The Lead Administrator shall be the designated recipient for notifications Prosperity sends regarding the Internet Banking Services. The Lead Administrator will have the same authority to administer the Services with respect to any Affiliates who become a party to this Agreement, as described in Section 22 (Affiliates).

27.3. Administrators. The Customer is solely responsible for the naming of its Administrators, specifying the Accounts and Services to which each Administrator will have access through the Internet Banking Services, and monitoring the capabilities and actions of the Administrators. Customer agrees that it is solely responsible for any actions taken by its Administrators, the authority any Administrator gives other Users to act on Customer's behalf, and the actions of the Users designated by the Administrator to access and use the Internet Banking Services. Prosperity shall have no responsibility for maintaining any records regarding the identity of the Administrator or of the Services to which each Administrator has access. Customer acknowledges that Administrators will have the same broad authorities as the Lead Administrator identified in Section 27.2 above.

27.4. Access by Vendor. If permitted by Prosperity, Customer may be able to allow a third party to access Customer's information related to the Accounts and Services through the Internet Banking Services, including by adding the third party as a User or through another method such as an application programming interface (API). Any such third party will be deemed Customer's Vendor and any access method established between Prosperity and such Vendor and agreed upon by Customer will be deemed part of the Internet Banking Services. Customer understands that any authority and access granted to its Vendor using the Internet Banking Services may include the ability to submit Transactions on Customer's behalf and to download, modify or delete Customer's information. Customer agrees that Prosperity will have no liability and will be held harmless for permitting Vendor access as described herein, including acting upon and executing any Transactions submitted by the Vendor, unless and until Prosperity has received a Change Request from Customer requesting to revoke or amend such Vendor's access and Prosperity has had a reasonable opportunity to implement the change (which may take several Business Days).

28. INTERNET BANKING FUNCTIONS AND SERVICES.

Customer may request any of the following functions and Services through the Internet Banking Service. Some, but not all, of the following may also be accessed through the Mobile Banking Service. Other Services that Customer can access through the Internet Banking Service are subject to separate Service Terms, as indicated below.

28.1. Account Access. Customer can use the viewing and reporting services in the Internet Banking Service to download a transaction history file to save or print for future reference, perform

Account inquiries on Account data and transaction history on the Accounts, and perform other activities.

28.2. Stop Payment Requests. Customer can use the Internet Banking Service to request that Prosperity stop payment of a check payable on Customer's Account. The provisions of the Account Terms applicable to stop payment requests also apply to stop payment requests submitted through the Internet Banking Service; see the Account Terms for applicable terms and details.

28.3. Messages. Customer can send and receive messages to and from Prosperity through the Internet Banking Service. Customer is responsible for checking the Internet Banking Service periodically for messages from Prosperity and agrees not to send sensitive data (such as driver's license numbers, Social Security numbers, or other sensitive data) via the messages feature. Prosperity is not responsible for any delay or failure to receive messages being sent by Customer through the Internet Banking Service. Customer should contact Prosperity by phone at (855) 888-2242 with any urgent or time-sensitive communications.

28.4. Account Transfers. Customer can initiate transfers between Accounts enrolled and set up within the Internet Banking Service ("**Account Transfers**"). Time Accounts are not eligible for Account Transfers. Customer is not permitted to transfer more than the Available Balance from an Account, and Account Transfers received after Prosperity's cut-off time may not be processed until the following Business Day. A confirmation number will be given at the time Customer processes an Account Transfer and it is Customer's responsibility to record this number, along with the scheduled date and transaction amount, in Customer's records. Account Transfers between money market deposit Accounts and savings Accounts made through the Internet Banking Service are subject to the limits described in the Account Terms. Account Transfers to a Loan will be considered a scheduled payment on the Loan and will affect the payment schedule of the Loan unless Customer designates the appropriate type of payment with the transfer. Customer can make unscheduled principal or interest payments on a Loan by designating the appropriate type of payment with the Account Transfer, as allowed by Customer's Loan documents.

29. THE MOBILE BANKING SERVICE.

29.1. Service Description; Enrollment. The Mobile Banking Service enables access to certain Services and functions through the use of a Mobile Device. To obtain the Mobile Banking Service, Customer must provide all information required by Prosperity and enroll the particular Mobile Device(s) that it wishes to use with the Mobile Banking Service. In order to access the Mobile Banking Service, a Mobile Device must be internet enabled and connected to the internet through its mobile communications service provider, be capable of sending and receiving SMS text messages, support 128-bit encryption and satisfy any other applicable conditions of Prosperity. Customer is responsible for the removal of any enrolled Mobile Device(s) that should no longer be permitted to access the Mobile Banking Service.

29.2. Consent to Messages. Customer provides its consent for Prosperity and its Service Providers to contact Customer and any of its Users for Account alerts, servicing, marketing and fraud prevention purposes, and any other purposes permitted under the Agreement. Customer agrees that Prosperity may communicate with Customer or its Users by means of SMS text messages, the internet browser on Customer's Mobile Device, or Prosperity's app downloaded to the Mobile Device for information and alerts regarding the Services or the Accounts. Customer understands and agrees that Account

alerts will be sent to all registered Users of the Mobile Banking Service, and understands that such messages could result in charges to the Users or Customer for such messages from the carriers of such messages. In order to retain notices and disclosures sent to Customer through the Mobile Banking Service, Customer must have the ability to save them to its Mobile Device or computer, or to print them.

29.3. Risks of Mobile Banking. Customer acknowledges that use of the Mobile Banking Service presents unique risks in addition to those associated with the use of the internet generally. Those risks include the potential loss or compromise of a Mobile Device with the Mobile Banking Service, the increased exposure to potential unauthorized access to communications, and to malware and similar invasive software. Customer assumes all risks of using the Mobile Banking Service by all of its Users, and is solely responsible for managing the use and security of the Mobile Devices to combat these and other risks associated with the Mobile Banking Service. Prosperity reserves the right to delay or refuse to perform any Transaction that Customer may request through the Mobile Banking Service whether due to security concerns, additional authentication, fraud avoidance purposes or any other reason in Prosperity's sole discretion.

29.4. Location-Based Features. If Customer uses any location-based feature of the Mobile Banking Service, Customer agrees that its geographic location and other related personal information may be accessed and disclosed via the Services. If Customer wishes to revoke the Mobile Banking Service's access to such geographic location information, Customer must cease using the location-based features of the Service.

[SIGNATURE PAGE FOLLOWS]

TREASURY MANAGEMENT SERVICES
MASTER AGREEMENT SIGNATURE PAGE

This Treasury Management Services Master Agreement has been executed and delivered by Customer as of the latest date set forth below. Each person signing below represents and warrants that he/she has read this Agreement and understands it and has the full authority to execute this Agreement on behalf of the Customer and that this instrument is a legally valid and binding obligation of the Customer.

Customer Name (Name of Business): [Company]

Authorized Signature: _____

Print Name: Name

Title: Title

Date: Date

[NOTE: If required by resolution, second officer of Customer must sign below]

Authorized Signature: _____

Print Name: Name

Title: Title

Date: Date

☐ **Affiliate Account**

Company Name: [Company]

Company ID: Company ID

EXHIBIT A

Initial Selection of Treasury Management Services

Please indicate Services requested with a “√” in the box next to the chosen Service:

<u>Service</u>	<u>Accounts</u>	<u>Add</u>
<u>Online Payment Services</u>		
ACH Origination Services	Account List	<input type="checkbox"/>
ACH Prefunding	Account List	<input type="checkbox"/>
Basic Online Access	Account List	<input type="checkbox"/>
Wire Transfer Services	Account List	<input type="checkbox"/>
FX Wire Services	Account List	<input type="checkbox"/>
Bill Pay	Account List	<input type="checkbox"/>
<u>Receivable Solutions</u>		
Mobile Deposit	Account List	<input type="checkbox"/>
Lockbox Services	Account List	<input type="checkbox"/>
Remote Deposit Capture	Account List	<input type="checkbox"/>
<u>Risk Management</u>		
Positive Pay		<input type="checkbox"/>
Payee Match	Account List	<input type="checkbox"/>
Reverse Positive Pay	Account List	<input type="checkbox"/>
ACH Block	Account List	<input type="checkbox"/>
Account Reconciliation	Account List	<input type="checkbox"/>
Direct Transmission	Account List	<input type="checkbox"/>
<u>Liquidity Management</u>		
Investment Sweeps	Account List	<input type="checkbox"/>
Loan Sweeps	Account List	<input type="checkbox"/>
Zero Balance Accounts (ZBA)	Account List	<input type="checkbox"/>
Repurchase Agreements	Account List	<input type="checkbox"/>
Controlled Disbursement Acct (CDA)	Account List	<input type="checkbox"/>

EXHIBIT B

Appointment of Lead Administrators

Customer Name (Name of Business):

[Company Name]

This Exhibit B, Appointment of Lead Administrators, is governed by and incorporated by reference into the Treasury Management Services Master Agreement between Customer and Prosperity (the “**Master Agreement**”). Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Agreement.

Appointment of Lead Administrator(s) —To be completed and signed by the Customer’s Authorized Representative.

By signing below, Customer authorizes each person listed below to be a Lead Administrator with the authority to:

- A. Appoint and remove Administrators and Users to perform authorized Transactions under the Agreement for all Treasury Management Services requested or accessed by Customer; and
- B. To perform any Transactions pursuant to the Agreement for all Treasury Management Services requested or accessed by Customer; and
- C. Account Access Authorization. **Customer will mark an “X” in the box reflecting Customer’s choice (if no box is “X’d,” Customer will be deemed to have chosen option (ii) below):**

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(i) In addition to the authorities described in Section 27.2 of the Master Agreement, Customer designates and authorizes each Lead Administrator named below to be able to add any Account, whether or not that Lead Administrator is a signatory on such Account(s), to Customer’s Internet Banking Services with Prosperity and conduct Transactions involving such Account under this Agreement. Any Account added to the Internet Banking Services will have access to all Services in which Customer is enrolled. Each Lead Administrator named below will continue to be so authorized until Customer revokes the authority in writing, Prosperity has received such writing, and has had a reasonable opportunity to act upon it. Customer agrees that to revoke this authorization, Customer must notify Prosperity in writing in accordance with the Agreement and allow Prosperity reasonable time to make any necessary changes. Customer understands and agrees that all applicable provisions of the Agreement and any Service Terms will apply to this appointment and to the performance of each Lead Administrator named herein.

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(ii) Customer does NOT authorize any Lead Administrator to be able to add any Account to Customer’s Internet Banking Services with Prosperity unless that Lead Administrator is a signatory on the Account.

Unless also an Authorized Representative of Customer, the Lead Administrator(s) listed below do not have the authority to execute the Master Agreement.

EXHIBIT B – Appointment of Lead Administrators (page 2)

1. Name: Name

Title: Title

Business Address: Business Address

Telephone \ Fax Number: Telephone / Fax Number

E-mail Address: Email Address

2. Name: Name

Title: Title

Business Address: Business Address

Telephone \ Fax Number: Telephone/Fax Number

E-mail Address: Email Address

This Appointment of Lead Administrators shall be binding and the authority shall remain in force until Prosperity receives written notice of any changes from Customer. Customer may change its current Lead Administrator(s) by executing a new Appointment of Lead Administrators. Any new Appointment of Lead Administrators will supersede and replace Customer's prior Appointment of Lead Administrators as of the date it is actually received and processed by Prosperity.

By his/her signature below, Customer's Authorized Representative represents and warrants that he/she has the authority on behalf of Customer to appoint the Lead Administrator(s) listed above. At the request of Prosperity, Customer's Authorized Representative agrees to provide documentation evidencing such authority, to Prosperity's satisfaction.

Date	Signature of Customer's Authorized Representative
	Printed Name
	Name (Print)
	Title
	Title