



PROSPERITY BANK®

TREASURY MANAGEMENT SERVICES

THIRD PARTY CHECK DEPOSIT AGREEMENT

Customer or Primary Customer (“**Customer**”) has executed the Treasury Management Services Master Agreement (the “**Master Agreement**”) with Prosperity Bank (“**Prosperity**”), 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. Of the Treasury Management Services Customer has chosen is Remote Deposit Capture and/or Lockbox Services. This Third Party Check Deposit Agreement supplements and modifies and is made a part of the Remote Deposit Capture and/or Lockbox Service Terms for Customer, as applicable, as well as 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.

In the normal course of its business, Customer may receive checks made payable to one or more of the payees listed below (the “**Payees**”) but which may be given in payment or partial payment for goods or services provided by Customer, and for which Payees desire to authorize Customer to provide certain processing services. Customer understands that the Remote Deposit Capture Service and the Lockbox Service both prohibit the deposit of checks written to one payee but endorsed by that payee over to a third party (“**Third Party Check(s)**”). However, notwithstanding such prohibition, Customer has asked that Prosperity allow Customer to deposit such checks to its Account(s). Prosperity will accept for deposit to and collection for Customer’s Account(s) such checks or, in the case of the Remote Deposit Capture Service, electronic images of such checks, that are submitted by Customer in compliance with and subject to the terms of this Third Party Check Deposit Agreement and other applicable terms of the Agreement and for which the applicable Payee has provided authorization as described below.

Customer must endorse such Third Party Checks as described in the Remote Deposit Capture or Lockbox Service Terms, as applicable.

Customer represents and warrants that it will provide a periodic accounting of any such Third Party Checks to each Payee as listed in the documentation, as applicable, in a timely manner and that Customer has entered into a written agreement with each Payee separate from this Third Party Check

Deposit Agreement that authorizes Customer's endorsement and deposit of the Third Party Checks as described and regarding any reimbursement to such Payee of any Third Party Checks or portion thereof, if any. Prosperity is not a party to any such arrangement or agreement, and Customer agrees that Prosperity has no responsibility to oversee any such accounting or reimbursement and no liability for any claims or losses arising from or related to such separate Payee agreements.

Customer understands and agrees that this Third Party Check Deposit Agreement is intended to be a modification to the Remote Deposit Capture Service Terms and/or the Lockbox Service Terms, as applicable, and the Agreement. But except as expressly described above, the Remote Deposit Capture Service Terms and/or the Lockbox Service Terms, as applicable, along with the remaining portions of the Agreement, remain in full force and effect.

In the event that any Payee revokes its authorization for Customer to endorse and deposit the Third Party Checks, Customer will promptly notify Prosperity in a manner acceptable to Prosperity and cease depositing any Third Party Checks for that Payee immediately. Prosperity will have a reasonable amount of time to act upon any such Payee revocation upon receiving Customer's notification.

CUSTOMER: Company Name

By: _____

Printed Name: Printed Name

Title: Title

Date: Date