

# Your DEPOSIT ACCOUNT

Terms & Conditions

Electronic Transfers

Funds Availability

Substitute Checks



**PROSPERITY  
— BANK® —**

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## TERMS AND CONDITIONS OF YOUR ACCOUNT

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Texas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the

extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

### WITHDRAWALS -

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced

in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

**YOUR DUTY TO EXAMINE YOUR STATEMENT** - For all non-consumer accounts and consumer account issues not governed by specific regulatory requirements such as those of the Federal Reserve Board's Regulation E, your duty to examine your statement includes an examination for any unauthorized Automated Clearing House ("ACH") transactions or unauthorized wire transfer transactions, whether into or from your Account(s). You must report to us these and any other unauthorized transactions within the time frames described in the Terms and Conditions for reporting errors in your statements.

**LIMITATION OF LIABILITY** - Neither you nor we are liable to the other for indirect, consequential, special, incidental, or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity or harm to business), whether or not foreseeable, whether or not the party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and regardless of the form of action, nature of the claim asserted or the frustration of either party's purpose.

The provisions of this Account Agreement will survive the closing of the Account(s).

**SUBACCOUNT ORGANIZATION** - We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontraditional transaction subaccount (e.g., a savings subaccount). You cannot directly access the nontraditional transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

**Business Account Information Required** - We require that you provide us with the following information upon the opening of your account and at least annually if the information has changed.

If the business is a sole proprietorship:

- The name of the business owner
- The physical address of the business
- The home address of the business owner
- The driver's license number or personal identification card number issued to the business owner by the Department of Public Safety

If the business is a corporation or other legal entity:

A copy of the business' certificate of incorporation or a comparable document and an assumed name certificate, if applicable

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND RETURN ITEM FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or a return fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If we cover a transaction for which there is not enough money in your account to pay, we consider that an overdraft and assess an overdraft fee. We treat all other transactions for which there is not enough money in your account as an NSF transaction and assess a return item fee.

**Determining your available balance** - We use the "account balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your account balance may not be the same as your available balance.

Your account balance only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The account balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized but not yet settled and subtracts them from the account balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from your balance. Transactions made after a business day cutoff time will not be processed and settled to your account until the bank receives the settlement transaction. Business day cutoff times may vary by location or service. Cutoff times are subject to change and may be extended without notice. The cutoff times below generally apply:

Deposits, payments or transfers in Banking Center .....	Banking center closing time
	- varies by location
Customer Service Center transfers .....	Customer Service Center closing time
	- hours vary
ACH credits or debits .....	Memo credit/debit and posted/settled on transaction effective date
Incoming wire transfers .....	5 PM CT
Outgoing wire transfers .....	4 PM CT Domestic
In person/voice/email/fax/mail .....	3:30 PM CT International
Outgoing wire transfers - tax payment .....	1:30 PM CT
Outgoing wire transfers - consumer international .....	3:30 PM CT
Outgoing wire transfers - Treasury Center US dollar .....	5 PM CT
Outgoing wire transfers - Treasury Center foreign currency .....	4:30 PM CT
Debit Card transactions - (including refunds, cash apps) .....	5 PM CT
ATM deposits or transactions .....	6 PM CT
Mobile deposits .....	6 PM CT
Remote Deposit Capture .....	6 PM CT
Internet Banking/Mobile transfers between Prosperity Bank accounts .....	8 PM CT
Fastline (IVR) phone transfers between Prosperity Bank accounts .....	8 PM CT
Real-time Zelle credits .....	8 PM CT

If we add a new deposit service with a different cutoff time, this disclosure will be updated and an updated copy may be obtained upon request. The cutoff time for a new deposit service may also be obtained by calling our Customer Service Center at 800-531-1401 or by visiting any banking center.

For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your available balance."

**Discretionary Overdraft Payments** - We may pay overdrafts on your accounts at our discretion. If you write a check or initiate another form of payment that will overdraw your account if paid, we will either (a) pay the overdraft or (b) return the item or debit unpaid for nonsufficient funds (NSF) (see "Return Item Fees/Multiple Presentment" below). In either case, you will be charged an overdraft or return item fee according to our Schedule of Fees. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to the Advantage Overdraft Program specifically for ATM/debit cards. We pay overdrafts at our discretion, which means we do not guarantee that we will always pay or authorize any type of transaction. The fact that we may pay one or more items creating overdrafts does not obligate us to do so in the future. So, you CANNOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Categories of Transactions.** The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, draft, or similar order; in-person withdrawal; ATM withdrawal; ACH transactions; or other electronic means. For consumer accounts, we will not pay ATM and one-time debit card transactions at our discretion unless you opt-in to the Advantage Overdraft Program from an eligible account.

**Your Responsibilities for Overdrafts.** If you have an overdraft of your account, you must immediately deposit enough money into your account to pay both the overdraft amount and the fee(s) we charge.

**Circumstances That May Affect Whether We Pay.** The circumstances under which we pay an item or transaction that would overdraw your account are entirely within our discretion, and we have the right not to pay any overdraft item or transaction.

**Less Costly Alternatives.** Overdraft fees can add up quickly, especially if multiple overdraft items clear the same day. Similarly, return item fees can also add up quickly. Accordingly, we discourage the intentional and routine writing of checks or initiating of electronic funds transfers or other transactions that will overdraw your account if paid. If more than occasional and inadvertent use of discretionary overdraft payments is anticipated, we believe you should consider less costly alternatives such as linked accounts or obtaining a line of credit to avoid overdrawing your account. Under a linked account, your checking account would be connected to another account, such as a savings account, so as to automatically transfer funds from the other account to the checking account as needed to avoid overdrafts. Under an overdraft line of credit, you would automatically borrow funds on the line of credit and have them transferred to your checking account as needed to avoid overdrafts. As an overdraft line of credit is a loan, it is subject to credit approval. We encourage you to inquire about the alternatives we offer. A line of credit or a linked account can be cheaper than overdraft fees.

**Return Item Fees/Multiple Presentment** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you a return item fee for returning the NSF item or transaction. Be aware that such an item or transaction may be presented multiple times, such as when a merchant or payee re-presents a check or ACH transaction on more than one occasion after the initial unpaid transaction was declined. We do not monitor or control the number of times a merchant or payee presents an item or transaction for payment. You agree that we

may charge you a return item fee each time an item or transaction is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the item or transaction is presented.

**Fees - (Refer to the Current Schedule of Fees)**

We charge a return item fee for each presentation of an NSF item or transaction.

We charge an overdraft fee each time we pay an overdraft item or transaction.

For business accounts: We charge a business overdraft (negative balance) fee. The fee will be assessed each business day your account balance is below \$0.00.

For consumer accounts: A maximum of five overdraft fees and a maximum of five return item fees will be assessed per account per day.

For consumer accounts: We charge a negative balance fee. The fee will be assessed in any statement period in which your account balance is below \$0.00 on any day during such statement period.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card or ATM transactions, ACH transactions, in-person transactions, and check, draft or similar transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

**Payment order of items** - The order in which items are paid is important if there is not enough money in your account to pay all of the items or transactions that are presented. The payment order can affect the number of items or transactions overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we provide you with the following information regarding how we process those items. We encourage you to make careful records and practice good account management. This will help you to avoid items or transactions without sufficient funds and potentially incurring the resulting fees. When processing items drawn on your account, our policy is to pay items or transactions in the order received.

**Processing of Transactions** - The order in which we receive and process payments may not be the order in which the item or transaction occurred. The order in which items or transactions are received and processed by us can affect the total amount of fees that you are charged.

**Important information regarding "decoupled" cards** - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our banking centers.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees. Please see our funds availability policy disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds

will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for nonsufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are nonsufficient available funds.

**A temporary debit authorization hold affects your available balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold.

**FDIC Insurance.** This institution is a Member of the Federal Deposit Insurance Corporation.

#### **UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM**

**NOTICE** - The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

#### **SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (PAYABLE ON DEATH)**

**DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

#### **SINGLE-PARTY ACCOUNT WITH "P.O.D." (PAYABLE ON DEATH)**

**DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

**MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

#### **MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D."**

**(PAYABLE ON DEATH) DESIGNATION** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

**CONVENIENCE ACCOUNT** - The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the

death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

**TRUST ACCOUNT** - The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop-payment records you can give us.) Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. For such changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also suspend or terminate a service or close this account at any time upon reasonable notice to you and, if we close the account, tender of the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and

you continue to have your account after the effective date of the change, you have agreed to the new terms.

When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

Items presented for payment after the account is closed may be dishonored.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating

to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. We will not agree, in writing or otherwise, to honor any restrictive legend on checks you write.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is

being or has been misused.

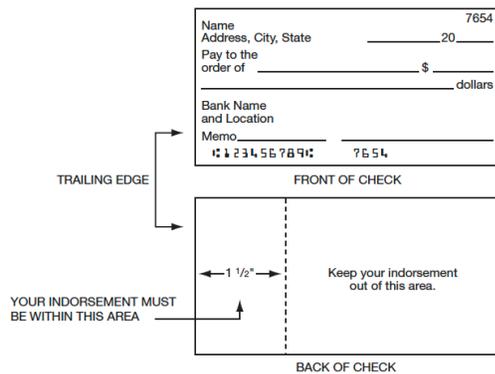
**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and

(b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

#### ACCOUNT SECURITY -

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use

ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING & RECORDING TELEPHONE CALLS & ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us. You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't

initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21

Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally 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 the participation by others in unlawful Internet gambling.

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## ADVANTAGE OVERDRAFT

Limited automatic overdraft protection up to \$600 (or \$300 for Simply Free checking) applies to consumer checking accounts (excluding teen checking, bounce back checking, money market and savings accounts). Advantage Overdraft is a non-contractual privilege and may be revoked at any time at Prosperity Bank's discretion.

The account will be assessed an overdraft charge per item of \$35.00 if an insufficient item occurs within the first 30 days the account is opened and will generally cause the account to be ineligible for Advantage Overdraft. If ineligible for Advantage Overdraft, your account may be reevaluated for eligibility after 90 days without an insufficient item.

An Overdraft Charge per item of \$35.00 will be assessed for each overdrawn check paid or other withdrawal request resulting in an overdraft, and will be deducted from the \$600 or \$300 limit. This may result in multiple Overdraft Charges on the same day. A maximum of five Overdraft Charges will be assessed per account per day. If your account is overdrawn by less than \$5.00, a reduced Overdraft Charge of \$5.00 will be assessed per overdrawn item. A \$20.00 Consumer Negative Balance Fee will be assessed any statement period in which your account balance falls below \$0.00.

When you withdraw funds from your account by check, in-person withdrawal, ATM withdrawal, or other electronic means for more than the amount in your checking account, you will overdraw your account. Advantage Overdraft offers limited protection so that your withdrawal will be paid. Under this plan, you will still pay an Overdraft Charge, which will be assessed for each withdrawal deducted from the Advantage Overdraft limit, but you will avoid the merchant's returned-check fee. Advantage Overdraft is intended for inadvertent overdrafts and should not be used as a replacement for credit. Prosperity Bank reserves the right not to pay an overdraft item if your account is not in good standing, if you are not making regular deposits, or if you have repeated overdrafts.

The Bank's posting order for transactions is chronological on an as presented basis. Account Balance is the ending balance of your account after all transactions have posted for a given day. Available Balance is your prior day Account Balance plus or minus same day transactions (such as ATM, Debit Card, ACH, checks cashed

or same day deposits), plus your Advantage Overdraft limit, minus holds. ATM and Debit Card transactions are authorized or pre-authorized against your Available Balance. When ATM or Debit Card transactions are posted to your account, if the transactions cause the current day final Account Balance to fall below \$0.00, you will still pay an Overdraft Charge.

ATM card and everyday Debit Card transactions will not be paid under Advantage Overdraft and will be declined at the time of transaction unless you provide us with express prior notice of your intent to have those types of transactions paid into the overdraft. If you authorize us to pay ATM and everyday Debit Card transactions into the overdraft, your Advantage Overdraft limit amount will be accessible through ATM withdrawals or everyday Debit Card purchases. Everyday Debit Card transactions refers to non-recurring transactions. Recurring Debit Card transactions will be paid and assessed the overdraft charge fee.

You may remove Advantage Overdraft from your account at any time. You may also revoke your authorization to pay ATM and everyday Debit Card transactions into the overdraft at any time. Overdrafts should be paid promptly. Failure to resolve an overdraft may result in the removal of the overdraft limit from your account or closure of the account.

Prosperity Bank offers overdraft protection plans that may allow you to avoid having your account go into the overdraft. These plans are offered in place of Advantage Overdraft and include automatic transfers from another account or an overdraft line of credit. These plans may be less expensive than our Advantage Overdraft program.

An automatic Overdraft Transfer allows funds to be moved from another Prosperity account to cover an overdraft amount. The \$35.00 Overdraft Charge per item would not apply; however, a \$10.00 Overdraft Transfer fee may be assessed per transfer. In addition, if funds are transferred out of an interest-bearing account, interest would not be paid on the amount transferred to cover the overdraft. Any customer who is an owner of two deposit accounts (checking, savings, or money market accounts) may have an Overdraft Transfer.

A Read-Cash Overdraft Line of Credit allows for funds to be advanced on a loan to cover an overdraft amount. The \$35.00 Overdraft Charge per item would not apply; however, interest would be assessed on the outstanding balance of the loan at a fixed rate (ask us for the current rate). Advances on a Read-Cash Overdraft Line occur in \$100.00 increments. Monthly payments are required. As a Read-Cash Overdraft Line of Credit is a loan, it is subject to credit approval.

After your account has converted to Prosperity Bank, Advantage Overdraft will be available for qualifying accounts. To opt-in to Advantage Overdraft you may visit our website at [prosperitybankusa.com](http://prosperitybankusa.com) or any of our banking centers.

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## NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

**We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.**

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling for consumers, some of which may not apply to your account. Please read this

disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Fastline Transfers - types of transfers and charges -** You may access your account by telephone at 800-687-7272 using your personal identification number, a touch tone phone and your account numbers, to:

- transfer funds from checking to savings
  - there is a charge of \$5.50 per transaction
- transfer funds from savings to checking
  - there is a charge of \$5.50 per transaction
- make payments from checking to loan accounts with us
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)

**ATM Transfers - types of transfers, dollar limitations, and charges -** You may access your account(s) by ATM using your ATM Card and personal identification number or Debit Card and personal identification number, to:

- make deposits to checking account(s) with an ATM card
- make deposits to checking account(s) with a debit card
- make deposits to savings account(s) with an ATM card
- make deposits to savings account(s) with a debit card
- get cash withdrawals from checking account(s) with an ATM card
  - you may withdraw no more than \$600.00 per day or \$300.00 per day for Teen accounts
- get cash withdrawals from checking account(s) with a debit card
  - you may withdraw no more than \$600.00 per day or \$300.00 per day for Teen accounts
- get cash withdrawals from savings account(s) with an ATM card
  - you may withdraw no more than \$600.00 per day or \$300.00 per day for Teen accounts
- get cash withdrawals from savings account(s) with a debit card

- you may withdraw no more than \$600.00 per day or \$300.00 per day for Teen accounts
- transfer funds from savings to checking account(s) with an ATM card
- transfer funds from savings to checking account(s) with a debit card
- transfer funds from checking to savings account(s) with an ATM card
- transfer funds from checking to savings account(s) with a debit card
- make payments from checking account(s) with an ATM card to loans you have with us, payments at ATMs are subject to verification
- get information about:
  - the account balance of your checking account(s)
    - with an ATM card
    - with a debit card
  - the account balance of your savings account(s)
    - with an ATM card
    - with a debit card
- \$3.00 each ATM/Debit transaction off premises

Some of these services may not be available at all terminals.

**Types of Mastercard branded Debit Card Point-of-Sale Transactions -** You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations -** Using your card:

- New Accounts: you may not exceed \$200.00 in transactions per day for accounts open less than one year.
- Teen Accounts: You may not exceed \$500.00 in transactions per day for Teen Checking accounts open at least one year.
- All Other Accounts: You may not exceed \$2,500.00 in transactions per day for accounts open at least one year, or \$600 in transactions per day when using an ATM card.

**Currency Conversion and Cross-Border Transaction Fees.** If you initiate a transaction with your Mastercard®-branded Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed. Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Please see your cardholder agreement for additional information relating to the

use of your Mastercard branded Debit Card.

**Computer Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website at [www.prosperitybankusa.com](http://www.prosperitybankusa.com) and using your user identification and password, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from your account with us to your account at another institution
- make payments from checking to loan account(s) with us
- make payments from checking to third parties for bill payment
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)
- wire transfers and ACH origination transfers are available for Treasury Management customers (not available on mobile application)

**Mobile Banking Transfers - types of transfers** - You may access your account(s) through the browser on your cell or mobile phone at [www.prosperitybankusa.com](http://www.prosperitybankusa.com) or by downloading our mobile banking app and using your user identification and password, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from checking to loan account(s) with us
- make payments from checking to third parties
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)
- deposit funds via mobile application (limitations apply)

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

#### FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (800) 531-1401 to find out whether or not the deposit has been made.
- **Periodic statements.**
  - You will get a monthly account statement from us for your accounts.

#### PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
  - Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
  - We will charge you \$35.00 for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the

person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the Privacy Notice.

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability

- **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- **Additional Limits on Liability for Mastercard®-branded Debit Card.** You will not be liable for any unauthorized transactions using your Mastercard®-branded Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

- **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**PROSPERITY BANK | 1301 N MECHANIC ST | EL CAMPO, TX 77437-2633**

Business Days: Monday through Friday | Excluding Federal Holidays

Phone: (800) 531-1401

**MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST**

### NOTICE OF BASIC SAFETY PRECAUTIONS FOR ATM CARD AND NIGHT DEPOSIT FACILITY USERS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM), night deposit facility or using your ATM card to make purchases on the Internet. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always keep your ATM receipts secure. Don't leave them at the ATM or night deposit facility because they may contain important account information. Shred your ATM receipts once they are no longer needed.
3. Don't lend your ATM card to anyone.
4. Remember, do not leave your card at the ATM. Do not leave any financial documents at a night deposit facility or lying out unsecured.
5. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. If your card has an embedded chip, consider keeping the card in a safety envelope to avoid undetected and unauthorized scanning. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone or Internet. If your ATM card can be used to make purchases, only consider providing card information over the telephone or the Internet if it is to a trusted merchant and for a call or transaction initiated by you - and never provide the merchant with the PIN to your ATM card.

6. Protect against ATM and Internet fraud. Promptly compare your monthly account statements or the account histories that you receive against your ATM and other receipts. If you make a purchase on the Internet, end the transaction by logging out of the website instead of just closing the web browser.
7. Inspect an ATM before you use it. Look for possible tampering, or for the presence of an unauthorized attachment that could capture your PIN or other information from your card. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Protect the security of your PIN. Ensure no one can observe you entering your PIN into the ATM. An example of preventing others from seeing you enter your PIN is by using your body or hand to shield their view.
9. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
10. When you make a transaction, remain aware of your surroundings and exercise caution when withdrawing funds. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
11. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
12. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, put your card away and leave. You might consider using another ATM or coming back later.
13. Don't display your cash; put it away as soon as the ATM transaction is completed and wait to count the cash until you are in the safety of a locked enclosure such as your car, home, or in another secure area.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

### FUNDS AVAILABILITY POLICY DISCLOSURE Your Ability to Withdraw Funds

The information in our Funds Availability Policy describes our policy for holding deposited items in a transaction account before funds are made available to you for withdrawal. Once the funds are available, you can withdraw them in cash, and we will use the funds to pay checks that you have written.

#### DETERMINING THE AVAILABILITY OF YOUR DEPOSIT

**For determining the availability of your deposit.** Every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**The length of the delays varies depending on the type of deposit.** When we delay your ability to withdraw funds from a deposit, you may not withdraw funds in cash, and we will not pay checks you have written on your account using these funds. Even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

#### HOLDS ON OTHER FUNDS

**Check Cashing.** If we cash a check for you that is drawn on another financial institution,

we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

**Other Account.** If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

#### AVAILABILITY SCHEDULE

**Same Day Availability.** Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

**Next Day Availability.** Funds from the following deposits are available on the first business day after the day of your deposit: (a) cash; (b) wire transfers; and (c) checks drawn on us.

If the items are payable to you and you make the deposit in person to one of our employees, funds from the following deposits will also be available on the first business day after the day of your deposit; (a) U.S. Treasury checks, (b) Federal Reserve Bank or Federal Home Loan Bank checks and postal money orders, (c) State and local government checks, (d) Cashier's, certified and teller's checks. If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

**Other Check Deposits.** The first \$225 from a deposit of checks other than those listed above will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

#### LONGER DELAYS MAY APPLY

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Exceptions.** Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

#### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

#### DEPOSITS AT AUTOMATED TELLER MACHINES

We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

**What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

**PROSPERITY BANK | 1301 N MECHANIC ST | EL CAMPO, TX 77437-2633**

Phone: (800) 531-1401

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

## QUESTIONS?

**This booklet addresses some important issues and attempts to provide a better understanding of how your banking services will be handled through the conversion.**

**If we have not covered an area of concern for you, please contact us at (800) 531-1401.**

**You can also obtain current news and information about Prosperity Bank by visiting [www.ProspersityBankUSA.com](http://www.ProspersityBankUSA.com).**

## SCHEDULE OF FEES - PERSONAL

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

Account Balancing Assistance, per hour .....	\$27.50
Account Closed within 90 Days of Opening .....	\$27.50
ATM/Debit Transactions, off premises, each transaction.....	\$3
Bill Pay.....	\$5.95
Cashier's Checks, Customer only, each .....	\$5.50
Check Printing.....(Fee depends on style of check ordered)	
Coin Counting, loose coin.....5% of total if over \$100	
	for customers, 10% of total for non-customers
Collections - Customer only, each .....	\$25
Collections - Cash Letter, each .....	\$25
Collections - Foreign Check, each plus correspondent bank charges.....	\$35
Consumer Negative Balance Fee, per statement cycle.....	\$20
Debit Card - Instant Issue and Emboss.....	\$15
Deposit Corrections, each correction .....	\$1
Duplicate Statement, monthly .....	\$12
Exception Items, Excessive MICR Rejects.....\$1.50 each item,	
	\$25 maximum charge per month
Fax.....\$3.50 first page, \$1 each additional page	
Hold Mail Request, monthly.....	\$12
Inactivity Fee (balance less than \$50, after 180 days), monthly .....	\$10
Medallion Stamp, Customer only, per stamp .....	\$25
Money Market Accounts, up to 6 transactions per month free.....an item fee of \$15 for	
	each debit transaction in excess of 6 per month applies
Night Depository, Deposit for Receptacle Key .....	\$6
Night Depository, Lock Bags .....	\$35
Non Customer Check Cashing.....1.5% of check amount, \$3 minimum	
<b>Nonsufficient Funds:</b>	
- Overdraft Charge, each item, maximum of 5 fees per business day.....	\$35
If the overdrawn balance is less than \$5, the charge	
per overdraft item will be reduced to .....	\$5
- Return Item Charge, each item, maximum of 5 fees per business day .....	\$35
Notary Service.....	\$5
Overdraft Transfer, each.....	\$10
Photocopy, Customer only, each page in excess of 20 .....	\$1
Replace lost ATM or Debit Card .....	\$5
Return Mail .....	\$15
Safe Deposit Box Rental Payment Late Fee, 30 days late.....	\$15
Savings Accounts, up to 3 debit transactions per month free.....an item fee of \$2	
	for each debit transaction in excess of 3 per month applies
Special Handling Fee for Deposited Item Returns, monthly .....	\$30
Special Statement Cut Off Fee, monthly .....	\$12
Stop Payments, each.....	\$35
Subpoena, Levy, Garnishment.....\$125 for first hour,	
	\$40 per hour thereafter, plus \$2 per item copied, plus legal charges
Telephone Transfers, each .....	\$5.50
Temporary Check Fee, per 12 checks.....	\$5
Wire Notification, monthly .....	\$3
Wire Transfer - Incoming, Customer only, each.....	\$7.50
Wire Transfer - Outgoing EFTPS, Customer only, each .....	\$25
Wire Transfer - Outgoing Foreign Currency, Customer only, each plus cost .....	\$40
Wire Transfer - Outgoing US Dollar, Customer only, each.....	\$20
Zipper Bags .....	\$5 small bag, \$6 medium bag, \$7 large bag

Subject to change without notice at Prosperity Bank's discretion and/or as required or allowed by law.



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## SCHEDULE OF FEES - BUSINESS

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

Account Balancing Assistance, per hour .....	\$27.50
Account Closed Within 90 Days of Opening.....	\$27.50
ACH Notification of Change (NOC) .....	\$3
ATM Owner, not separate account, monthly.....	\$100.00
ATM Owner, separate account, monthly.....\$50 if 1-2 ATMs,	
	\$100 if 3-5 ATMs, \$349 if 6 or more ATMs
Business ATM/Debit Transactions, off premises, each .....	\$3
Business Bill Pay.....Pricing upon request	
Business Overdraft (negative balance), per business day .....	\$3
Cashier's Checks, Customer only, each .....	\$5.50
Check Cashing, monthly.....	\$399.00
Check Printing.....(Fee depends on style of check ordered)	
Coin Counting, loose coin.....5% of total if over \$100	
	for customers, 10% of total for non-customers
Collections - Customer only, each .....	\$25
Collections - Cash Letter, each .....	\$25
Collections - Foreign Check, each plus correspondent bank charges.....	\$35
Currency Straps, per strap.....	\$0.75
Deposit Corrections, each correction.....	\$1
Deposited Item Return, Charge on Check or ACH Transaction returned.....	\$12
Duplicate Statement, monthly .....	\$12
Exception Items, Excess MICR Rejects.....\$1.50 each item,	
	\$25 maximum charge per month
Fax.....\$3.50 first page, \$1 each additional page	
Hold Mail Request, monthly.....	\$12
Inactivity Fee (balance less than \$50, after 180 days), monthly .....	\$10
Medallion Stamp, Customer Only, per stamp .....	\$25
Money Market Accounts, up to 6 transactions per month free.....an item fee of \$15	
	for each debit transaction in excess of 6 per month applies
Money Service Business, monthly.....	\$499.00
Money Service Business, application fee .....	\$100.00
National Account Pricing.....Upon request	
Night Depository, Deposit for Receptacle Key .....	\$6
Night Depository, Lock Bags .....	\$35
Non Customer Check Cashing.....1.5% of check amount, \$3 minimum	
<b>Nonsufficient Funds:</b>	
- Overdraft Charge, each item .....	\$35
- Return Item Charge, each item.....	\$35
Notary Service.....	\$5
Overdraft Transfer, each.....	\$10
Photocopy, Customer only, each page in excess of 20 .....	\$1
Return Mail .....	\$15
Rolled Coin, per roll.....	\$0.15
Safe Deposit Box Rental Payment Late Fee, 30 days late.....	\$15
Savings Accounts, up to 3 debit transactions per month free.....an item fee of \$2	
	for each debit transaction in excess of 3 per month applies
Special Handling Fee for Deposited Item Returns, monthly .....	\$30
Special Statement Cut Off Fee, monthly .....	\$12
Stop Payment, each.....	\$35
Subpoena, Levy, Garnishment.....\$125 for first hour,	
	\$40 per hour thereafter, plus \$2 per item copied, plus legal charges
Telephone Transfers, each .....	\$5.50
Temporary Checks Fee, per 12 checks.....	\$5
Wire Notification, monthly .....	\$3
Wire Transfer - Incoming, Customer only, each.....	\$7.50
Wire Transfer - Outgoing EFTPS, Customer only, each .....	\$25
Wire Transfer - Outgoing Foreign Currency, Customer only, each plus cost .....	\$40
Wire Transfer - Outgoing US Dollar, Customer only, each .....	\$20
Zelle® Debit, per item.....	\$2
Zipper Bags .....	\$5 small bag, \$6 medium bag, \$7 large bag

Subject to change without notice at Prosperity Bank's discretion and/or as required or allowed by law.