



BANK DEPOSITORY AGREEMENT

This depository agreement for public fund entities (the “**Bank Depository Agreement**”), together with the terms of the Bank's Bid to serve as depository, a copy of which is attached hereto as Exhibit A (collectively, this “**Agreement**”), is made and entered into as of the Effective Date noted on the signature page below by and between Waller County, Texas, a political subdivision under the laws of the State of Texas, hereinafter called “**Depositor**”, and Prosperity Bank, a Texas state banking association, duly organized and authorized by law to do banking business in the State of Texas and now carrying on such business in said State (the “**Bank**” or “**Prosperity**”).

1. **Incorporation of Request For Proposal and Response; Conflicting Provisions.**

The Depositor’s Request for Proposal numbered RFP 25-003 (“**RFP**”), and the Bank's response to the Depositor’s Request For Proposal, dated August 15, 2025 (“**Response**”) (together, the “**Bid**”), are incorporated into this Agreement by reference. Bank accepts the terms of the Bid. Except as otherwise specifically stated herein, in the event of any conflicts between the Bid and this Bank Depository Agreement, the provisions of the Bid control.

2. **Appointment of Depository and Term.**

a. Depositor designates Bank as a depository for the period beginning January 1, 2026 and continuing until this Agreement has expired or been terminated in accordance with the provisions hereof, for certain accounts in the name of the Depositor. Such accounts shall be opened by the Depositor designating the accounts, executing the appropriate account documentation, and making deposits therein, and the Bank accepting said deposits. The term of this Agreement (the “**Term**”) shall be four (4) years beginning January 1, 2026 and ending December 31, 2029 as defined in the Bid. At the conclusion of the Term, the parties may mutually agree to one (1) renewal period of two (2) additional years for the period beginning January 1, 2030 and ending December 31, 2031 (the “**Renewal Term**”). If the parties agree to such an extension of the Term, then the parties shall either execute an addendum to this Agreement or other written evidence stating that the parties have agreed to an extension, the statutory or other legal authority for such extension and the date upon which such extension of the Term expires.

b. During the Term of this Agreement, the Depositor will, through appropriate action of its governing body, designate the officer or officers who, individually or jointly, will be authorized to represent and act on behalf of the Depositor in any and all matters of every kind arising under this Agreement, including, but not limited to, taking such actions as: (a) executing

and delivering to Bank an electronic fund or funds transfer agreement, internet banking services agreement, or any other agreement (and any addenda thereto or disclosures relating thereto) necessary or appropriate for the Bank to provide the depository services; (b) appointing and designating, from time to time, a person or persons authorized to request withdrawals, orders for payment, or transfers on behalf of Depositor in accordance with the electronic fund or funds transfer agreement and addenda; (c) making withdrawals or transfers by written instrument; and (d) performing other acts on behalf of the Depositor under this Agreement. At Bank's request, Depositor will provide Bank with appropriate documentation evidencing such individuals' authority.

c. Depositor is a county, and the parties understand and agree that Texas Local Government Code Section 116.021 requires a depository contract of the nature of this Agreement that is for a term of four years to allow the County to establish, on the basis of negotiations with Prosperity, new interest rates and financial terms of the contract that will take effect during the final two (2) years of the four-year contract. In such case, the parties agree that, notwithstanding anything else to the contrary in this Agreement, including without limitation the Bid, in the event they enter into such negotiations but are unable to come to agreement upon any such new interest rates or financial terms, either Party may, at its option, terminate this Agreement upon written notice to the other Party without cost or penalty.

3. **Establishment of Accounts and Depository Services.**

Depositor shall establish certain deposit accounts and deposit such of its funds as it may choose into such accounts at Bank, as the parties may agree. Bank will provide depository services for such accounts in accordance with this Agreement and Bank's signature cards, deposit agreements, and disclosures (the "**Account Documents**"), all of which are incorporated into this Agreement, and Bank's applicable policies and procedures. Depositor agrees to abide by the terms of the Account Documents. Except as otherwise specifically stated herein, in the event of a conflict between the Account Documents and the Bid, the Bid will control. Subject to the provisions stated above, Bank will pay on demand to the order of Depositor, upon presentation of checks, drafts, or vouchers properly issued, as applicable, all or any portion of said deposits now on deposit or to be deposited with Bank, as long as collected funds are on deposit. Fees will be charged by Bank for the depository services in accordance with the Bid and the Account Documents or as otherwise agreed by the parties in writing.

4. **Termination; Amendment of Agreement.**

a. If Bank materially breaches this Agreement or materially defaults on its obligations hereunder and does not cure such breach or default within 30 days of Bank receiving written notice of such breach or default from Depositor, then after expiration of such 30 day cure period, Depositor may terminate this Agreement and withdraw its funds by giving Bank written notice of termination and withdrawal, without further obligations or cost or penalty except for any obligations that may survive expiration or termination of this Agreement.

b. In the event that Depositor materially fails to comply with any of its promises in this Agreement, or if any of its representations are untrue or any of its warranties is materially

breached, and Depositor does not cure such breach or default within 30 calendar days of Depositor receiving written notice of such breach or default from Bank, then after expiration of such 30 calendar day cure period, Bank may terminate this Agreement by sending written notice to Depositor of Bank's decision to terminate. Upon receipt of such notice, Depositor shall make provisions for the immediate withdrawal of Depositor's funds from Bank. Notwithstanding the foregoing language in this Section 4.b., in addition to all other remedies at law or in equity, Bank shall have the right to terminate this Agreement immediately, without further obligations or cost or penalty, by giving oral or written notice to Depositor if Depositor's breach, in the sole discretion of the Bank, affects the safety and soundness of the Bank or constitutes an unsafe or unsound banking practice.

c. This Agreement may be amended in a writing executed by both the Depositor and the Bank.

d. Survival. Notwithstanding anything to the contrary in this Agreement, expiration or termination of this Agreement shall not release either party of its respective obligations of warranty, or governing law, notices, disputes or waiver of jury trial.

5. Representations and Warranties of the Parties.

a. The Bank represents and warrants that it has the full power and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties (or if any such consents, approvals, or other actions are required, they will be accomplished prior to the execution of this Agreement).

b. Depositor represents and warrants that (i) the Depositor has complied with all applicable law governing the selection of a depository bank, that Depositor has full power and authority to enter into this Agreement, the Agreement is a valid and binding agreement enforceable against the Depositor pursuant to its terms, and does not and will not violate any statute or regulation applicable to Depositor; (ii) all acts, conditions, and things required to exist, happen, or to be performed on Depositor's part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed; and (iii) Depositor will comply with the terms of any other agreements it may have with Bank in connection with this Agreement.

6. Liability of the Parties.

a. The Bank's and Depositor's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. Bank shall be responsible only for performing the services expressly provided for in this Agreement (including the Bid) and shall be liable only for its gross negligence or willful misconduct in performing those services. Bank shall not be responsible for: (i) Depositor's acts or omissions or those of any other person, including without limitation any other financial institution, intermediary, transmission or communications facility, Federal Reserve Bank, ACH Operator, and no such person shall be deemed Bank's agent; (ii) failure to act by Prosperity if Prosperity reasonably believed taking the omitted action would have violated applicable law or if Prosperity was unable to confirm to its satisfaction the authority of any person

to act on Depositor's behalf; or (c) interception of information relating to Depositor or its transactions as a result of Depositor's use of the internet, software, Prosperity's internet banking services or any other service that is not the result of Prosperity's gross negligence or willful misconduct.

b. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS), OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF THE SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.

7. Invalidity; Severability.

If any clause or provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remaining clauses or provisions of this Agreement.

8. Governing Law; Venue.

This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. Bank and Depositor consent to the non-exclusive jurisdiction of a state or federal court situated in Waller County, Texas, in connection with any dispute arising from or relating to this Agreement. Bank and Depositor each irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

9. Notices.

All everyday communications between the Parties may be sent by electronic mail, regular mail, or other commercially reasonable means. All other notices required or contemplated hereunder, including without limitation notices regarding default or termination of the Agreement, shall be in writing and sent certified mail, return receipt requested or via nationwide overnight courier to either Party at the address and to the contact person specified below:

If to the Depositor: Waller County Judge
836 Austin Street
Hempstead, Texas 77445

If to Bank: Prosperity Bank
1250 Austin Street
Hempstead, Texas 77445

AND (for clarity, notices must be sent to both Prosperity recipients to be effective):

Office of the General Counsel
Prosperity Bank
80 Sugar Creek Center Blvd.
Sugar Land, Texas 77478

Each Party may change its address for the receipt of notices by giving fifteen (15) days' prior written notice of change as required in this Section.

10. Assignment and Binding Effect.

The Depositor may not assign all or any part of its rights or obligations under the Agreement without the Bank's prior express written consent, which may be withheld in the Bank's sole discretion. The Bank may not assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the services described herein without the Depositor's prior express written consent, which may be withheld in the Depositor's sole discretion; provided, that Prosperity may assign or transfer this Agreement and any rights hereunder or any portion hereof to: (a) an acquirer of all or substantially all of Prosperity's equity, business or assets; (b) a successor in interest, whether by merger, reorganization or otherwise; or (c) any entity controlling or under common control with such Party without obtaining such consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and Prosperity's respective successors and permitted assigns. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

[Remainder of this page is blank. Next page is signature page.]

IN WITNESS WHEREOF, the Bank and Depositor have caused this Agreement to be duly executed as of the _____ day of _____, 20____ (the “**Effective Date**”).

BANK: PROSPERITY BANK

By: _____
Name: _____
Title: _____
Date: _____

DEPOSITOR: WALLER COUNTY, TEXAS

By: _____
Name: Carbett “Trey” Duhon, III
Title: County Judge
Date: _____