

**Prosperity Bank  
Third Party Sales Representatives  
(TPSR<sup>1</sup>) Agreement**

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**1. Rules for using TPSR**

- TPSR must only represent the registered ISO to prospective ATM locations.
- New Merchant Agreements must be in the name of the registered ISO, not the TPSR.
- All brochures, business cards, agreements, web sites and information must include the language as required by the Networks which properly identifies the TPSR as a sales representative for the registered ISO.
- If the TPSR has sales persons that are not direct employees or any third party entities performing sales functions on behalf of the TPSR, any and all such persons/entities must sign a Prosperity Bank TPSR Agreement and follow all Prosperity Bank and Network rules for placing ATM directly under the registered ISO!
- TPSRs may also be ATM Operators (own the ATM or the cash placed in the ATM), in which case an ATM Operator Agreement will also be required between the TPSR and Prosperity Bank.
- TPSRs may not store key components.

**2. Requirements**

- TPSR Application (completed in full) signed by the TPSR and the registered ISO.
- ISO must send copy of properly executed and completed TPSR form to [ISOSponsorship@ProsperityBankUSA.com](mailto:ISOSponsorship@ProsperityBankUSA.com) for Prosperity Bank's review and approval.
- If the ISO completes due diligence "in house", the ISO must maintain completed TPSR forms and completed due diligence on file, and this information must be readily available for review each quarter.
- Searches of public records, including criminal records, will be completed initially and may be required annually on active TPSRs and any and all principals of the TSPRs at the ISO's expense, and TPSR and ISO by their signatures below authorize Prosperity Bank to conduct such investigations. ISOs will be notified of the annual investigation fees, which will be deducted via ACH.

**I agree to follow all Network Rules, and all applicable statutes, regulations, rulings, orders, and opinions ("Laws"), and Prosperity Bank's policies, practices, and procedures, including without limitation those concerning the use of agents.**

**Name of TPSR** \_\_\_\_\_

**Signature of TPSR Principal** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name of ISO** \_\_\_\_\_

**Registered ISO Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

ISO's signature above certifies its acceptance of TPSR.

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<sup>1</sup> A TPSR is any person or company that is not a direct employee of the registered ISO, but who solicits ATM locations, sells and/or places an ATM for a registered ISO of Prosperity Bank. An affiliate, associate, investor, distributor or any similar named entity could be considered a TPSR if it places ATMs. Any TPSR for a registered ISO must represent itself accurately and in compliance with all applicable Network Rules and Laws; Prosperity Bank has the right to obtain a search of public, including criminal, records and an OFAC check on the TPSR and any and all principals of the TPSR.

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**3. Application**

| <b>Business Information</b> (If operating on behalf of a Business)  |   |  |                |
|---|---|--|----------------|
| Business Legal Name   |   | DBA  |                |
| Contact (if different than Principal)   | Phone Number  | Fax Number   | E-Mail Address |
| Address   | City  | State  | Zip            |
| Business Tax ID   | Ownership Type Corporation: _____ Other _____<br>Partnership _____ Sole Prop. _____ LLC _____ |  |                |
| <b>Principal Information</b> * Copy this page for each principal *<br>(Please use this section if TPSR is an individual and does not have a business)   |   |  |                |
| First Name  | Last Name   | Title and % of Ownership (Ownership of Principals must equal 100%) |                |
| Social Security Number*   | Home Street Address*  | City, State, Zip*  |                |
| Driver's License Number & State Issued*   | Date of Birth*  | Home Telephone Number e-mail Address                               |                |
| <b>Have you ever been a defendant in a criminal proceeding? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, describe details on separate sheet and attach.</b>   |   |  |                |
| * Required  |   |  |                |
| <b>4. Permission to obtain Credit and complete a Background Investigation Report.</b>   |   |  |                |
| Each owner (with 10% or more ownership) must provide <b>Principal Information</b> and sign below. (Please make copies of this page if necessary). Bank requires underwriting investigations with this Application and may annually thereafter upon confirmation the TPSR is active and/or receiving residual payments. Each individual signing below represents and warrants that he has the authority to execute this Agreement in the capacity in which he/she is executing, whether as an individual or on behalf of a named entity, and that all information provided on this TPSR Agreement is true and correct. Bank and its subcontractors or agents are hereby authorized to perform and/or obtain consumer reports, searches of public, including criminal, records, and other financial, legal, or informational reports on each individual and each principal involved in this Application. The nature and scope of these investigations may include, by way of example but not limitation, information concerning driving record, civil and criminal records, credit reports, identities, past addresses and social security numbers. By his/her signature below, the undersigned, for him/herself and for any entity on behalf of which he/she is submitting this Application, authorizes Prosperity Bank, its subcontractors or agents to conduct any such investigations, checks, and obtain any such reports and information, |   |  |                |
| Signature   |   | Date Signed  |                |

**Please answer the following questions concerning how your company does business: This information will be verified!**

1. Do you own the cash in ATMs placed under this ISO? (Y/N) \_\_\_\_\_. **If Yes**, the ATM Operator Agreement for each location must so indicate, **if No**, the Cash owner must be identified.
2. Do you own all ATMs? (Y/N) \_\_\_\_\_ **If Yes**, the ATM Operator Agreement for each location must so indicate, **if No**, the ATM owner must be identified.  

(If Merchants or third parties own the ATMs or the cash in the ATM an **ATM Operator Agreement** must be obtained.  
Fines of \$15,000 for each ATM for non-compliance can be charged to the ISO.)
3. Do you activate ATM (i.e. install Key Components)? (Y/N) \_\_\_\_\_. If yes, you must sign a Temporary Custodian Agreement for this ISO.