

## **Third Coast Bank Enhanced Deposit Protection Program Terms and Conditions**

### **I. Introduction**

The Third Coast Bank Enhanced Deposit Protection Program (the "Program") is offered by Mayfair Finance, Inc. ("Mayfair") and Third Coast Bank, SSB ("Third Coast Bank") to place an amount of your cash balances to insured accounts at Federal Deposit Insurance Corporation ("FDIC") member banks and/or National Credit Union Administration ("NCUA") member credit unions (collectively referred to as "Receiving Institutions"). Your funds will be deposited into money market deposit accounts ("MMDAs"), demand deposit accounts, share accounts, and/or share draft accounts (collectively referred to as "Deposit Accounts") at Receiving Institutions, subject to the limitations described herein. Your funds that are deposited through the Program into the Receiving Institutions are hereinafter referred to as "Program Deposits." By participating in the Program, you appoint Third Coast Bank as your authorized agent pursuant to the Terms and Conditions set forth herein. Mayfair and Third Coast Bank have engaged a third party service provider (the "Administrator") to provide administrative and recordkeeping services to Mayfair and Third Coast Bank with respect to the Program and to act as Third Coast Bank's agent with respect to the Program. There is no minimum amount required as an initial or subsequent deposit.

By participating in this Program, you can increase the FDIC and/or NCUA protection (collectively referred to as "Deposit Insurance") on your deposits while continuing to process all your transactions with Third Coast Bank. From time to time, Third Coast Bank and/or Mayfair will notify you of the maximum amount of Deposit Insurance protection available on your Program Deposits under the Program. Such maximum amount will depend on the number of Receiving Institutions in the Program and the number of Receiving Institutions that you exclude from holding your Program Deposits, and so it may change from time-to-time.

**YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS IN CONNECTION WITH PARTICIPATING IN THE PROGRAM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT MAYFAIR.**

**BY PARTICIPATING IN THE PROGRAM AND APPOINTING THIRD COAST BANK TO SERVE AS YOUR AGENT FOR PARTICIPATION IN THE PROGRAM, THESE TERMS & CONDITIONS BECOME A BINDING CONTRACT BETWEEN YOU, MAYFAIR AND THIRD COAST BANK.**

### **II. Summary of Terms and Conditions**

This section of the Terms and Conditions is a summary of certain features of the Program. It is prepared for your convenience, and must be read in conjunction with the more detailed disclosure below.

Summary of the Program: The Program is offered to you by Mayfair and Third Coast Bank. Third Coast Bank acts as your agent with respect to the Program and, in turn, the Administrator acts as agent of Third Coast Bank with respect to the Program. By participating in the Program, an amount of your cash balances may be placed with the Receiving Banks through Third Coast Bank. Your Program Deposits are deposited into Deposit Accounts at one or more Receiving Institutions in a manner designed to remain within the Deposit Insurance limit at each Receiving Institution, which in the aggregate increases the amount of Deposit Insurance protection available to you. Deposit Insurance coverage is available up to the then current standard maximum deposit insurance amount (currently, \$250,000), per legal category of account ownership at each Receiving Institution ("SMDIA"). You will receive interest or dividends on your Program Deposits at the rate established by Third Coast Bank and Mayfair.

Your Program Deposits are allocated among the Receiving Institutions to increase Deposit Insurance coverage. The amount of Deposit Insurance coverage available through the Program is based, generally, on the number of Receiving Institutions. The level of insurance may change from time-to-time. Ask Mayfair if you want to know the current level of Deposit Insurance coverage available to you under the Program.

Access to Funds: You can only access your Program Deposits through your relationship with Mayfair, which then works with Third Coast Bank to deposit funds to, and withdraw funds from, the Program through a deposit account at Third Coast Bank that is held for your benefit.

Determination of Rates: The rate that you earn on your Program Deposits is set by Third Coast Bank and Mayfair. Contact Mayfair with any questions about your rate. See Section III.J, Rate.

Fees: The Administrator earns fees based on the amount of money in the Program, including your Program Deposits. Third Coast Bank and Mayfair may also earn fees for their services with respect to the Program. See Section III.K, Fees.

Risks of the Program: Unless and until your funds are swept from Third Coast Bank into the Program, they will be uninsured at Third Coast Bank to the extent they exceed the then current SMDIA. If you cannot accept the risk associated with uninsured deposits in these or other circumstances, it will be your responsibility to make arrangements with Third Coast Bank to have such funds deposited into the Program on a “same-day” basis, collateralized, protected by a properly executed repurchase sweep agreement, or otherwise adequately protected, in a manner consistent with applicable law, and subject to the discretion of Third Coast Bank.

If you have funds at a Receiving Institution outside the Program (whether directly or indirectly through other intermediaries, such as broker-dealers), this may negatively impact the availability of Deposit Insurance at such Receiving Institution. If your deposits in a Receiving Institution exceed the then current SMDIA, the excess funds are not covered by Deposit Insurance. You are solely responsible for monitoring your deposits in Receiving Institutions outside of the Program and within the Program. As such, you should review the list of Receiving Institutions carefully. The list of Receiving Institutions may change from time to time, and you may contact Mayfair directly to obtain the most recent list. You are solely responsible for instructing Mayfair to exclude certain Receiving Institutions from receiving your Program Deposits. See Sections III.D, Deposits and Deposit Insurance, and III.G, Ability to Exclude Receiving Institutions.

In the event of a failure of a Receiving Institution, there may be a time period during which you may not be able to access your money. Where your funds are held in MMDAs or share accounts, the return of your funds to your account at Third Coast Bank may be delayed. Receiving Institutions are permitted to, but rarely do, impose a delay of up to seven days on any withdrawal request from an MMDA or share account.

### **III. Detailed Terms and Conditions**

#### **A. Account Eligibility**

This Program is available to individuals and all other entities, including corporations, public entities and not-for-profit entities, eligible to maintain a Deposit Account, subject to Third Coast Bank’s and Mayfair’s sole discretion. If you are or operate a business relating to crypto-assets or cryptocurrency, including if you are or operate a business that operates a cryptocurrency exchange or cryptocurrency wallet, you are not eligible to participate in the Program; as such, your funds will not be placed with Receiving Banks, and your FDIC deposit insurance will not be increased. It is your responsibility to ensure that the Program satisfies your particular objectives or guidelines and/or applicable law. In order to obtain Deposit Insurance in the Program, you must provide proper tax and other identification information to Third Coast Bank.

Third Coast Bank and Mayfair may, from time to time, and in their sole discretion, impose additional eligibility requirements to participate in the Program.

#### **B. Agency Relationships**

By participating in the Program, you hereby appoint Third Coast Bank to act as your agent with respect to the Program, including to establish and maintain Deposit Accounts at Receiving Institutions and to effect deposits to and withdrawals from the Deposit Accounts. You further hereby authorize Third Coast Bank to appoint the Administrator as its agent with respect to the Program, including for such purposes. Third Coast Bank. The allocation process administered by the Administrator with respect to the Program determines into which Receiving Institution(s) your funds will be deposited to maximize the amount of Deposit Insurance

available to you. See Section III.I, Allocations to Receiving Institutions. The custodian or settlement bank for the overall Program (currently The Huntington National Bank) ("Custodian Bank") is solely responsible for the movement of funds within the Program to and from Receiving Banks. All Program funds remain under the custodial control of either Third Coast Bank (or its agent) or the Custodian Bank at all times.

### **C. Information about the Administrator**

The Administrator administers the Program and provides administrative and recordkeeping services to Third Coast Bank and Mayfair with respect to the Program under written contracts. The Administrator is not a bank, credit union, broker-dealer, or investment adviser. None of the Receiving Institutions is an affiliate of Administrator. Third Coast Bank and Mayfair also are not affiliates of Administrator.

### **D. Deposits to the Program and Deposit Insurance**

Your funds intended for deposit into the Program must be placed Third Coast Bank through your relationship with Mayfair, which then works with Third Coast Bank to deposit your funds into the Program through an omnibus deposit account that is held at Third Coast Bank, as agent, for the benefit of you and other Program customers. You cannot deposit your funds directly to that deposit account held at Third Coast Bank. Similarly, you cannot deposit your funds directly with any of the Receiving Institutions.

Once in the Program, your Program Deposits will be allocated to one or more omnibus Deposit Accounts maintained at the Receiving Institutions held in the name of the Administrator "as Agent, for the Exclusive Benefit of its Program Participating Institutions, as Agent, for the Exclusive Benefit of its DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others" or a similar name that preserves the eligibility of Program Deposits for pass-through Deposit Insurance. See Section III.I, Allocations to Receiving Institutions.

Your Program Deposits are swept into accounts at the Receiving Institutions to provide you with up to the then current SMDIA, currently \$250,000, of Deposit Insurance per Receiving Institution, subject to certain limitations and exceptions as described herein. The \$250,000 limit (i.e., the SMDIA) includes your principal and accrued interest (or accrued and credited dividends), when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Institution. Deposit Insurance protects you against the loss of your insured deposits in the event a Receiving Institution fails. Deposit Insurance (i.e., through FDIC-insured and NCUA-insured Receiving Institutions) is backed by the full faith and credit of the United States.

If you have funds at a Receiving Institution outside the Program (whether directly or indirectly through other intermediaries, such as broker-dealers), this may negatively impact the availability of Deposit Insurance for the total amount of your funds held at that institution. **If your deposits at a Receiving Institution, in aggregate, exceed the then current SMDIA, the excess funds are not covered by Deposit Insurance. Third Coast Bank, Mayfair, the Receiving Institutions and Administrator are unaware of your funds outside of the Program. As a result, these funds will not be taken into account when allocating your funds to a particular Receiving Institution. You are solely responsible for monitoring your deposits in Receiving Institutions outside of the Program and for notifying Mayfair to exclude any particular Receiving Institutions from receiving your funds.** You should review the list of Receiving Institutions carefully. The list of Receiving Institutions may change from time to time, and you may contact Mayfair directly to obtain the most recent list. Visit <https://www.tcbssb.com/assets/files/wABsKOtP> for a list of the banks, savings associations and credit unions with which Mayfair and Third Coast Bank have a business relationship for the placement of deposits under the Program, and into which Third Coast Bank may place deposits subject to these Terms and Conditions and any opt-outs by Third Coast Bank and/or you as Third Coast Bank's account holder.

For example, if the then current SMDIA is \$250,000 and you have a non-Program deposit account at Receiving Institution A of \$200,000 and you also have \$60,000 in the Program Deposits account at the same institution in the same legal category of ownership, only \$250,000 of your \$260,000 is insured. The remaining \$10,000 of your \$260,000 is not insured.

In the event that a Receiving Institution that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest (or accrued and credited dividends) up to the then current SMDIA per legal category of account ownership will be made to you. Although the FDIC and NCUA normally make these payments within a few days of taking possession of a bank or credit union as receiver, there is no specific time period during which the FDIC or NCUA must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC or NCUA before insurance payments are made.

Your account ownership will be evidenced by an entry on records maintained by the Administrator acting on behalf of Third Coast Bank for each of the Receiving Institutions at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit account, such as a passbook or certificate. However, Mayfair will provide you with a summary of all Program deposits and withdrawals, the name of each Receiving Institution that holds your Program Deposits, deposit balance(s) and the rate paid on your Program Deposits either on your periodic statements, via an online portal, upon request, or a combination thereof.

#### **E. Deposit Insurance for Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships**

To ensure that your Program Deposits are protected by Deposit Insurance to the fullest extent possible under the Program, you should understand how FDIC and NCUA insurance applies to each recognized category of account ownership.

##### FDIC Insurance

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330.

The FDIC's regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the standard maximum deposit insurance amount (SMDIA) (currently \$250,000 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the records. If your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's web site at [www.fdic.gov](http://www.fdic.gov).

You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html>. Other information regarding FDIC insurance coverage may be found at the FDIC's Deposit Insurance Resource Center section of the FDIC's website at <https://www.fdic.gov/resources/deposit-insurance/>.

**The summary information regarding FDIC deposit insurance provided in these terms and conditions is qualified in its entirety by reference to the FDIC's regulations.**

### NCUA Insurance

In general, the NCUA-recognized categories of account ownership for member insurance coverage include single ownership accounts; joint ownership accounts; certain revocable trust accounts and irrevocable trust accounts; and certain retirement accounts. In addition, the NCUA allows certain account ownership types to be treated equivalent to members for insurance coverage purposes, although technically not considered members, including accounts of government entities and other credit unions. Further, if a credit union is classified by the NCUA as a Low-Income Credit Union, such insurance extends to additional categories of ownership types. Since you are entering the Program as a customer of Third Coast Bank, some of the NCUA-recognized categories of ownership will not be applicable to you.

The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the NCUA's regulations set forth at 12 C.F.R. Part 745.

The NCUA's regulations impose special requirements for obtaining pass-through NCUA insurance coverage, up to the standard maximum deposit insurance amount (SMDIA) (currently \$250,000 for each NCUA-recognized category of account ownership), with respect to a pooling of underlying members (including eligible non-members), including for multiple levels of fiduciary relationships. In these situations, in order for NCUA insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution, the existence of a relationship which may provide a basis for additional insurance, (ii) to disclose the existence of additional levels of such relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the records. If your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

**There are important differences between FDIC Deposit Insurance and NCUA Deposit Insurance. Unlike the FDIC, which insures accrued interest on deposits within applicable limits, the NCUA is not required to insure accrued dividends unless they have been posted to a share account. You should assume that such accrued dividends will not be insured by the NCUA. Additionally, under certain circumstances, a credit union may be restricted from making dividend payments on a share account.**

An NCUA-insured credit union may pay dividends only from undivided earnings, if any, except that the board of directors of a "well capitalized" NCUA-insured credit union that has depleted the balance of its undivided earnings account may authorize a transfer of funds from the credit union's regular reserve account to undivided earnings to pay dividends as long as that payment of dividends will not cause the credit union's net worth classification to fall below "adequately capitalized" or the credit union has received prior written approval from the appropriate Regional Director of the NCUA and, if applicable, the appropriate state regulator.]

For questions about NCUA insurance coverage, you may call the NCUA at 800-755-1030 or visit the NCUA's website at [www.ncua.gov](http://www.ncua.gov).

You also may wish to utilize "NCUA Share Insurance Estimator," the NCUA's electronic insurance calculation program, which is found at [mycreditunion.gov/share-insurance-estimator-home](http://mycreditunion.gov/share-insurance-estimator-home). Other information regarding NCUA insurance coverage may be found at the "Share Insurance Coverage" section of the "Consumers" menu option on the NCUA's web site at [mycreditunion.gov/share-insurance](http://mycreditunion.gov/share-insurance).

The summary information regarding NCUA deposit insurance provided in these terms and conditions is qualified in its entirety by reference to the NCUA's regulations.

**F. Withdrawals from the Program**

Withdrawals from your Program Deposits are made through your relationship with Mayfair, which then works with Third Coast Bank to withdraw your funds from the Program through the omnibus deposit account that is held at Third Coast Bank, as agent, for the benefit of you and other Program customers. You cannot withdraw your funds directly from that deposit account held at Third Coast Bank. Similarly, you cannot withdraw your funds directly from any of the Receiving Institutions.

It will be your responsibility to make arrangements through your relationship with Mayfair to have such funds withdrawn, by Third Coast Bank, from the Program and deposited into your account at Third Coast Bank on a "same-day" basis. **In the event that Third Coast Bank does not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Institutions fail to send funds as instructed by the Custodian Bank (pursuant to the Administrator's instructions) or Receiving Institutions are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be further delayed.** If through your relationship with Mayfair, Third Coast Bank decides to advance funds to you in anticipation of a Program withdrawal, you will owe the amount of these funds to Third Coast Bank and Third Coast Bank will retain from the funds received the amount that it advanced to you.

If, in a separate agreement, you have granted Third Coast Bank a security interest in your Deposit Accounts or other interests relating to your Deposit Accounts as collateral for a loan to you or otherwise, Third Coast Bank may decline to honor a request for a Program withdrawal or a transaction that would give rise to such a withdrawal to the extent that such withdrawal would cause your balance in the Program to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies.

**G. Ability to Exclude Receiving Institutions**

You will have access to the list of Receiving Institutions that hold your deposits either on your periodic statements, via an online portal, upon request, or a combination thereof. You may also contact Mayfair to obtain the most recent list of Receiving Institutions. You may exclude any Receiving Institution from receiving funds from you under the Program by adding it to the exclusions list in the Mayfair application. Your exclusions typically become effective within one (1) business day of receipt and acknowledgment by Mayfair.

Visit <https://www.tcbssb.com/assets/files/wABsKOtP> for a list of the banks, savings associations and credit unions with which Mayfair and Third Coast Bank have a business relationship for the placement of deposits under the Program, and into which Third Coast Bank may place deposits subject to these Terms and Conditions and any opt-outs by Third Coast Bank and/or you as Third Coast Bank's account holder.

You can obtain publicly available financial information concerning any of the Receiving Institutions at:

For FDIC-insured Receiving Institutions: <https://www.ffiec.gov/NPW> or <https://banks.data.fdic.gov/bankfind-suite/financialreporting> or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226 or by phone at 877-ASK-FDIC (877-275-3342).

For NCUA-insured Receiving Institutions: [mapping.ncua.gov/ResearchCreditUnion.aspx](https://mapping.ncua.gov/ResearchCreditUnion.aspx) or by contacting the NCUA Consumer Assistance Center by mail at 1775 Duke Street, Alexandria, VA 22314 or by phone at 800-755-1030.



None of Mayfair, Third Coast Bank, the Administrator or the Custodian Bank is responsible for any insured or uninsured portion of any deposits at any Receiving Bank or guarantees the financial condition of any Receiving Bank or the accuracy of any publicly available financial information concerning a Receiving Bank.

#### **H. Your Responsibility to Monitor Your Deposit or Investment Options**

**You are solely responsible for monitoring your Program Deposits. None of Mayfair, Third Coast Bank or the Administrator has any obligation to monitor your accounts or make recommendations about, or changes to, the Program that might be beneficial to you.** As interest rates and other factors change, it may be in your financial interest to change your deposit instructions. In such cases, you should call Mayfair to learn about other options.

#### **I. Allocations to Receiving Institutions**

The Program's Administrator establishes Deposit Accounts on behalf of Third Coast Bank and other Program participants. You hereby authorize Third Coast Bank to act as your agent and you hereby authorize Third Coast Bank to, in turn, authorize the Administrator to act as its agent at each Receiving Institution holding your funds. **The Deposit Account constitutes a direct obligation of the Receiving Institution and is not directly or indirectly an obligation of Mayfair, Third Coast Bank, the Administrator or the Custodian Bank.** You hereby authorize Third Coast Bank to place an amount of your cash balances into the Program. Third Coast Bank may, in its discretion, place none, some or all of your funds (even amounts under the SMDIA at Third Coast Bank) into the Program. Your funds are then allocated each Business Day by the Administrator to Receiving Institutions based on an allocation algorithm set by the Administrator that takes into consideration any Receiving Institutions excluded by you as described in Section III.G above. Any movements of funds within the Program among Receiving Institutions are executed by the Custodian Bank pursuant to instructions from the Administrator. The Administrator's instructions are based on an allocation algorithm that takes into consideration various factors, including the target level of Program deposits for each Receiving Institution. Administrator may include additional Receiving Institutions to expand the capacity available to underlying customers of the sending institutions, including Third Coast Bank. Receiving Institutions may decide to discontinue their participation in the Program, or may be removed by the Administrator for no longer satisfying Program requirements.

You can contact Mayfair at any time for the current list of Receiving Institutions. You cannot specify an amount of funds to be allocated to specific Receiving Institutions, but you can specify that none of your funds will be allocated to specific Receiving Institutions. All of the allocations of funds in the Program are made on a non-discretionary basis.

#### **J. Rate**

The rate paid to you is determined by Third Coast Bank and Mayfair. The rate applicable to your Program Deposits will be stated on your account statement. Contact Mayfair to obtain the current rate being paid to customers and other account information. The rate you earn on your Program Deposits may be higher or lower than the rates available to depositors making non-Program Deposits with Receiving Institutions directly, through other types of accounts at Third Coast Bank, or with other depository institutions in comparable accounts. In the event of the failure of a Receiving Institution, no interest or dividend is earned on Program Deposits from the time such a Receiving Institution closes until insurance payments are received. You should compare the terms, rates of return, required minimum amounts, charges and other features of a Program Deposit with other accounts and investment alternatives. There is generally no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time. Payment of the full amount of all accrued interest or accrued and credited dividends with respect to your Program Deposit at a Receiving Institution will be solely the responsibility of, and solely enforceable against, that Receiving Institution. Neither Mayfair nor Third Coast Bank will have no indebtedness to you for any such amount.

#### **K. Fees**

Each Receiving Institution pays to the Administrator a fee for its services related to your Program Deposits at that particular Receiving Institution. Third Coast Bank and Mayfair may also receive fees for its services. The fees may be different for different Receiving Institutions.

#### **L. Account Statements**

You will receive a periodic account statement from Mayfair. All activity with respect to your Program Deposits, including interest or dividends earned for the period covered will appear on your statement, including the total of your opening and closing Program Deposit balances. You will not receive a separate statement from the Receiving Institutions or from Third Coast Bank. Your periodic account statement will be provided to you monthly in accordance with Mayfair's policies. You should retain all account statements. Mayfair will provide you with the name of each Receiving Institution that holds your funds either on your periodic statements, via an online portal, upon request, or a combination thereof.

You must notify Mayfair immediately of any discrepancies noted in your account statement and in no event later than thirty (30) days after the date of the account statement in which the problem or error first appeared.

#### **M. Tax Reporting**

The amounts that you receive from your Program Deposits is generally fully subject to state and federal tax as interest income. If required by applicable law, an IRS Form 1099 will be sent to you by Third Coast Bank or a third-party service provider each year, showing the amount of interest income you have earned from your Program Deposits. You will not receive a Form 1099 if you are not a citizen or resident of the United States.

#### **N. Business Continuity**

For any questions regarding your Program Deposits, you should first contact Mayfair. In the event you are unable to contact Mayfair due to a business interruption event, such as a natural disaster, you may contact Third Coast Bank.

#### **O. Other Terms**

**Limits on Transfers from MMDAs:** Bank rules may limit the transfers from MMDAs and share accounts to a total of six (6) or less during a monthly statement cycle, and certain aggregation rules may apply to transfers from such accounts at the Receiving Institutions. These limits on transfers will not limit the number of withdrawals you can make from your Program Deposits.

**Inactive Accounts:** Third Coast Bank and the Receiving Institutions may be required by law to turn over (escheat) your Program Deposits to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If Program Deposits are remitted to the state, you may file a claim with the state to recover the funds.

**Transferability:** Your Program Deposits may not be transferred by you except in connection with a change in ownership of the deposit account with Third Coast Bank that is linked to your participation in the Program. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding unless and until sufficient, acceptable documentation has been received.

**Termination:** Either Third Coast Bank or Mayfair may, at their sole discretion, and without any prior notice, terminate your participation in the Program. Additionally, you acknowledge and agree that upon termination of the separate tri-party agreement by and among Mayfair, Third Coast Bank and the Administrator, which termination may occur at any time without prior notice to you, the Administrator shall withdraw all your funds from the Program and send those funds to the omnibus account at Third Coast Bank that is held for your benefit and, in such case, (A) your funds will not be FDIC insured under the Program, but will only be insured up to the SMDIA at Third Coast Bank, (B) Administrator will not have any liability or responsibility with respect to your funds once they have been deposited in the omnibus account at Third Coast Bank and



(C) Third Coast Bank shall be solely responsible for liaising with Mayfair to ensure, (i) you are promptly notified of the process for the prompt return of your funds and provided contact information at Third Coast Bank for answering your questions, and (ii) promptly return all your funds to you.

If you close your account at Mayfair, the associated Program Deposit account will also be closed and your funds will be distributed from the Program to you through the omnibus deposit account at Third Coast Bank. When your Mayfair account is closed, the subsequent closure of your deposit account at Third Coast Bank will be governed by the Third Coast Bank Business Deposit Account terms set forth in Section 7.2(a)(i), which are incorporated by reference within Mayfair's Terms of Service ([www.getmayfair.com/terms](http://www.getmayfair.com/terms)).

**Ordinary Care:** Any failure by Mayfair, Third Coast Bank, the Administrator, the Custodian Bank or any Receiving Institution to act or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by Mayfair, Third Coast Bank, the Administrator, Custodian Bank or any Receiving Institution in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, any rule or regulation of the State of New York, the Federal Reserve, FDIC, NCUA or a federal agency having jurisdiction over such party shall constitute ordinary care.

**Personal Information:** The use of your information is governed by the privacy policies of Third Coast Bank and Mayfair. With respect to the Program, you understand and agree that Administrator, including its affiliates, the Custodian Bank, the Receiving Institutions, Mayfair and Third Coast Bank and their respective service providers may obtain such information as may be necessary for legitimate business needs in connection with the operation of the Program. Such information will be shared among the parties only for use in providing the services hereunder and as otherwise legally required. For information regarding the collection, processing and use of your personal information and your rights to limit the use and disclosure of such information, you should contact Third Coast Bank and Mayfair. The Administrator will never use your personal information for any purpose other than to perform its role as administrator of the Program.

**Alternatives to the Program:** By participating in the Program, you agree to the terms and conditions provided herein. You understand that, at any time, you may terminate your participation in the Program. If you terminate, the funds held through the Program will be credited to your deposit account at Third Coast Bank.

**Days of Operation:** The Program will operate on all days when the Federal Reserve Bank of New York is open for business.

**Mutual Institution and Subscription Rights:** Your funds may be placed in a Deposit Account at a Receiving Institution that is in the mutual form of organization. Such a Deposit Account will be identified on the books of the mutual institution as described in Section III. D, Deposits and Deposit Insurance, and not in your name. None of Mayfair, Third Coast Bank nor the Administrator will attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own or on your behalf. You hereby waive any right you may have to vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Deposit Account as of an applicable record date.

**Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THIRD COAST BANK, MAYFAIR, STABLE OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

**Legal Process:** Mayfair, Third Coast Bank, the Administrator, the Custodian Bank and the Receiving Institutions may comply with any writ of attachment, execution, garnishment, tax, levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. Third Coast Bank may notify you of such process by telephone, electronically or in writing. You agree to indemnify, defend and hold Mayfair, Third Coast Bank, the Administrator, the Custodian Bank and the Receiving Institutions harmless from all actions, claims, liabilities, losses, costs, attorneys' fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid. You further agree that Mayfair, Third Coast Bank, the Administrator, the Custodian Bank and the Receiving Institutions may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Program Deposit records are maintained.

## **P. General**

**Amendment:** Third Coast Bank and Mayfair may modify these Terms and Conditions at any time, upon notice to you.

**Waiver:** Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**Severability:** If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated

**Entire Agreement:** These Terms and Conditions and any other documents provided by Third Coast Bank or Mayfair to you in connection with the Program constitute the entire agreement between Third Coast Bank, Mayfair and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between Third Coast Bank, Mayfair and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, THIRD COAST BANK MAKES NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) ARE MADE BY ANY PARTY, INCLUDING MAYFAIR AND THIRD COAST BANK, WITH RESPECT TO THE PROGRAM, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE OR NON-INFRINGEMENT.

**Binding Effect:** These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions; provided that Administrator shall be a third party beneficiary hereof.

**Governing Law:** These Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of New York and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties. Unless otherwise provided herein, Mayfair, Third Coast Bank, the Administrator, the Custodian Bank and the Receiving Banks may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions for your Program Deposits. You agree that Third Coast Bank, Mayfair, the Administrator, the Custodian Bank and the Receiving Banks are not required to notify you of a change in those rules, except to the extent required by applicable law.

**Disputes:** EXCEPT TO THE EXTENT OTHERWISE PROVIDED BY APPLICABLE LAW, ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS WILL BE GOVERNED BY THE TERMS OF THE AGREEMENT THAT GOVERN THE DEPOSIT ACCOUNT AT THIRD COAST BANK THAT IS LINKED TO THE PROGRAM, INCLUDING THE DISPUTE RESOLUTION TERMS, ARBITRATION TERMS, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTE RESOLUTIONS, IF ANY.

**Interpretative Provisions:** The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All Exhibits, if any, annexed hereto or referred to herein are hereby incorporated in and made a part of these Terms and Conditions as if set forth in full herein. Any singular term in these Terms and Conditions shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in these Terms and Conditions, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. References to any document provided by Third Coast Bank to you or to any agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof or thereof. In any construction of the terms of these Terms and Conditions, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

## **THIRD COAST BANK, SSB**

### **Third Coast Bank Enhanced Deposit Protection Program**

#### **Customer Authorization and Agency Appointment**

By participating in the Third Coast Bank Enhanced Deposit Protection program (the "Program") and accepting the Program Terms and Conditions, you ("Customer"): (i) agree to the authorizations and agency appointment set forth below, and (ii) acknowledge receipt of, and agree to, the Program Terms and Conditions, which are expressly incorporated herein. Capitalized terms below have the meaning given in the Program Terms and Conditions.

**Agency Relationship.** Consistent with the Program Terms and Conditions, Customer hereby agrees to participate in the Program and to appoint Third Coast Bank, SSB ("Third Coast Bank") as its agent with respect to the Program, including to open and maintain one or more Program accounts at one or more Receiving Institutions, other than Third Coast Bank. Customer further authorizes Third Coast Bank to, in turn, appoint the Administrator of the Program as its agent with respect to the Program. The Program accounts shall be held in the name of the Administrator, as Third Coast Bank's agent, and shall be owned beneficially by Customer and other designated Program customers. Customer directs Third Coast Bank, as its agent, to effect deposits to and withdrawals from such Program accounts pursuant to the Program Terms and Conditions.

Unless terminated by Third Coast Bank, the Customer's authorization and agency appointment set forth above shall remain in effect until Third Coast Bank receives Customer's written notice of termination and Third Coast Bank has been afforded a reasonable opportunity to act on such written notice.