

**Third Coast Bank SSB
Tandem Deposit Account
Deposit Account Agreement and Disclosures**

This agreement contains the Deposit Account Agreement (the “**Agreement**”) for the optional deposit account (“**Tandem Deposit Account**”) made available to eligible consumers by Third Coast Bank SSB (the “**Bank**”), Member of the Federal Deposit Insurance Corporation, in connection with services provided by Ride in Tandem, Inc. (“**Tandem**”). “**We**,” “**our**,” and “**us**” refer to the Bank, its successors, affiliates, or assignees. “**You**,” “**your**,” and “**user**” refer to the owner of the Tandem Deposit Account.

Who is eligible

The Tandem Deposit Account, which is an interest-bearing account, is only available to users subscribed to a Tandem service (“**Tandem Users**”). All Tandem services are subject to the Tandem Terms of Use, available at <https://www.usetandem.com/terms-of-use>. For more information on Tandem services and applicable terms and fees, please visit the website located at <https://usetandem.com> (the “**Site**”). Tandem is a third-party beneficiary to this Agreement solely for purposes of servicing the Tandem Deposit Account on behalf of the Bank, and exercising our relevant rights and liability limitations.

Users may submit a request to open a Tandem Deposit Account on Tandem’s mobile device application (the “**App**”), which can be downloaded via the Site. The Tandem Deposit Account is available only to Tandem Users that are citizens and permanent residents of the United States, who are at least 18 years of age, and who have a valid Social Security number.

To open a Tandem Deposit Account, you must agree to accept electronic, rather than paper statements. This means (1) you must keep us supplied with your valid email address; and (2) you must agree to accept electronic delivery of all account communications (including, but not limited to, end-of-year tax forms, electronic statements and other required Bank notices).

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. In addition, we may use information from third parties to help us determine if we should open the Tandem Deposit Account.

Titling and Ownership of the Account

A Tandem Deposit Account can either be opened as an individual account and owned in the name of one natural person (“**Individual Account**”) or as a joint account and owned in the name of two or more natural persons (“**Joint Account**”). All Joint Accounts are established as a joint account with right of survivorship, meaning that if one owner dies, the balance in the joint account automatically passes to the remaining owner(s) of the Joint Account. No other type of Joint Account (i.e., tenants in common or tenants by the entirety) is offered.

Joint Accounts

All funds deposited to a Joint Account by any of its owners shall be owned by all Joint Account owners. Each Joint Account owner, without the consent of any other account owner, may, and hereby

is authorized by every other account owner, to make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to Bank for any obligation; to endorse and deposit checks and other items payable to any account holder; to give stop payment orders on any check or item, whether drawn by that account holder or not; and, to close the account, with the disbursement of account proceeds as instructed by the account holder. However, no Joint Account owner may remove another Joint Account owner. Each account owner is authorized to act for the other account owner(s), and the Bank may accept orders and instructions regarding the account from any account owner. If Tandem or the Bank believes there to be a dispute between account owners, or if Tandem or the Bank receives inconsistent instructions from the account owners, Tandem or the Bank may suspend or close the account, require a court order to act, or otherwise act in its commercially reasonable discretion, to the extent permitted by applicable law.

Your obligations under the Agreement are Joint and several. This means that each account holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which account holder benefited from the withdrawal. In addition, each owner of a Joint Account agrees to release us from all liability in connection with any instructions or payments we receive from any other owner of the Joint Account. Further, the account is subject to the right of setoff as described below. You cannot give a security interest or pledge your Account to someone other than us without first getting our express written consent, which we may withhold for any or no reason.

Death or Incapacitation

We will continue to accept deposits and process transaction instructions into and from the Tandem Deposit Account until we are: (a) notified of your death or adjudication of incompetency; and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death, we may pay or process transactions involving the Tandem Deposit Account on or before the date we are notified of your death and for up to ten (10) days after that date unless ordered to stop by someone claiming interest in the Tandem Deposit Account, or as otherwise required by law. We may require additional documentation to confirm any claims made on the Tandem Deposit Account. Upon the death of a Joint Account owner, the surviving Joint Account owner(s) agree to promptly notify us, and the balance in the account belongs to the surviving account owner(s), subject to the Bank's right of setoff and security interest in the account.

Privacy Policy

The Tandem privacy policy is available at www.usetandem.com and the Bank privacy policy is available at <https://www.tcbsb.com/privacy>. Both privacy policies are collectively, the "Privacy Disclosures," and govern Tandem's and the Bank's collection and use of personal information respectively. You agree to these practices as part of this Agreement.

General Rules Governing the Tandem Deposit Accounts

The Tandem Deposit Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Tandem Deposit Account is subject to all applicable rules and customs of any clearinghouse, Federal Reserve, or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law,

or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Texas, except to the extent governed by federal law.

The Tandem Deposit Account is not designed for business use, and we may close the account if we determine it is being used for business purposes. We may refuse to process any transaction(s) we believe may violate the terms of this Agreement. The Tandem Deposit Account is subject to the Tandem Terms of Use available at <https://www.usetandem.com/terms-of-use>, and we may close or suspend any accounts of owners whom we believe to be in violation of the Tandem Terms of Use.

Deposits to, and Withdrawals from, the Tandem Deposit Account

You may make deposits by transferring funds from a linked external bank account to the Tandem Deposit Account using the App. You may withdraw funds from the Tandem Deposit Account by transferring funds to your linked external bank account using the App. These transfers are collectively referred to as "Online Transfers." Funds intended for deposit into the Tandem Deposit Account must be placed through your relationship with Tandem, which then works with us to deposit your funds into an omnibus account that is held at Third Coast Bank, as agent for you and other Tandem customers. You cannot deposit your funds directly to the deposit account held with us. Similarly, withdrawals from your deposit account are made through your relationship with Tandem, which then works us to withdrawal your funds. You cannot withdraw funds directly from the deposit account held with us.

Online Transfers are subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in Texas. If you originate an Online 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 ACH, we are not required to give you any notice of the payment order or credit.

All deposit transactions received after the daily cutoff time, currently 4p.m. CST, on a business day the Bank is open, or received on a day the Bank is not open for business, will be recorded as if initiated on the next business day the Bank is open. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the daily cutoff time 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 the daily cutoff 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 Bank reserves the right to delay the funding of any withdrawal request to the extent the Tandem Deposit Account does not hold sufficient funds to cover the entire withdrawal request, or as otherwise permitted under this Agreement.

Right to Set Off

Any overdraft, i.e., a negative balance, in your Tandem Deposit Account, regardless of the reason for the overdraft, is immediately due and payable by you without notice of demand from the Bank or Tandem. Any deposits made to the Tandem Deposit Account will be applied first to any outstanding overdraft balance. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for any liabilities and obligations to us, now or in the future. Excluding overdrafts, we will notify you if we have exercised our right to set off.

Legal Actions Affecting Tandem Deposit Accounts

If legal action such as a garnishment, levy, attachment, or other state or federal legal action (“Legal Action”) is brought against the Tandem Deposit Account, we will not contest on your behalf any Legal Action and may comply with such Legal Action as we determine to be appropriate in the circumstances, without liability to you, even if any funds we may be required to pay out leaves insufficient funds for a transfer you have authorized. We may refuse to permit (or may limit) transfers from the Tandem Deposit Account until any Legal Action is satisfied or dismissed. Unless otherwise prohibited by applicable law, the Bank will have first claim to any and all funds in your Tandem Deposit Account and any payment(s) made pursuant to a Legal Action shall be done so after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Action affecting your Tandem Deposit Account, and that we may charge these expenses to your Tandem Deposit Account. You will indemnify us for any losses if we do this.

Tandem Deposit Account Closure

We reserve the right to close your account at any time, for any reason, including if the balance in your Tandem Deposit Account is zero. You may close your account any time by emailing support@usetandem.com. If you close your account before interest is credited, you will not receive the accrued interest. In addition, no interest will be paid on deposits received after your Tandem Deposit Account has been closed. Closing your Tandem Deposit Account will not affect any of our rights or your obligations arising under this Agreement prior to closure. If your Tandem Deposit Account is closed or terminated for any reason, any remaining balance will be transferred to your linked external account. If you do not have a linked account at the time of account closure, you will be required to link an external bank account in order to receive any remaining funds.

Abandoned Accounts

State laws governing abandoned accounts may vary from state to state. If we have not had contact from you, there is no activity on your Tandem Deposit Account, and/or you have not otherwise indicated any interest in the Tandem Deposit Account for a period of time specified by state law, the laws in most states require us to treat the funds in the account as abandoned property and deliver the funds to the applicable state. Once the property is turned over to the applicable state, you would need to follow the state’s requirements and processes to obtain the funds.

Statements

Monthly electronic statements are available to view and print on the App. Carefully review your statement each statement cycle and notify us of any errors within sixty (60) days of your statement becoming available. You will not receive a separate statement from us or paper statements.

Tax Reporting

The interest amounts that you receive from your Tandem Deposit Account 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 us, Tandem, or a third-party service provider each year, showing the amount of interest income you have earned from your Tandem Deposit Account.

Funds Availability

Funds from electronic direct deposits will generally be available on the day we receive the deposit. However, in some cases, we may delay your ability to withdraw funds for a longer period of time (generally up to seven (7) business after the day of the deposit but may be delayed longer, to the extent permitted or required by applicable law) to ensure that the funds have cleared the external bank from which the funds were obtained or under certain other circumstances, including, but not limited to, (a) you are a new customer; (b) we suspect fraud, illegal or other unusual activity on your account; or (c) you have repeatedly overdrawn your account.

Amendment

We may amend or change the terms and conditions of this Agreement at any time. Unless the law requires us to send you a specific notice, we will decide what kind of notice we will give you, the timing of the notice and method of providing the notice. If you are unwilling to agree to such amendments, you have the right to close your Tandem Deposit Account. Your continued use of the Tandem Deposit Account after the effective date of the change constitutes your agreement to the Agreement as amended. If the amendment(s) is made for security purposes, we can implement it without prior notice. The most current version of the Agreement will be available at www.usetandem.com.

Liability for Failure to Complete Transactions

If we do not properly complete a transaction between your Tandem Deposit Account and your linked external 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:

- (a) If through no fault of ours, you do not have enough funds available in your Tandem Deposit Account to complete the Online Transfer;
- (b) If access to your Tandem Deposit Account has been blocked after you reported your account number lost or stolen;
- (c) If the App was not working properly and you knew about the breakdown when you started the transfer;
- (d) If there is a hold on your Tandem Deposit Account or your funds are subject to a Legal Action or other encumbrance restricting their use;
- (e) If we have reason to believe the requested transaction is unauthorized;
- (f) If circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
or
- (g) Any other exception stated in our Agreement

Confidentiality

We may disclose information to third parties about your Tandem Deposit Account or the transactions you make:

- (a) Where it is necessary for completing transactions;
- (b) In order to verify the existence and condition of your Tandem Deposit Account for a third party, such as a credit bureau;
- (c) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- (d) If you consent by giving us your written permission;
- (e) To our employees, auditors, affiliates, service providers, or attorneys, as needed;
- (f) As described in the Privacy Disclosures; or
- (g) As otherwise necessary to fulfill our obligations under this Agreement.

Error Resolution Notice

If you believe your Tandem Deposit Account number has been lost, stolen, or compromised in any way, or someone has transferred or may transfer money from your Tandem Deposit Account without your permission, contact us immediately by emailing Tandem at support@usetandem.com. If you believe that any Online Transfer shown on your statement is incorrect, or if you need more information about an Online Transfer listed on the statement, we must hear from you no later than 60 days after the FIRST statement on which the problem or error appeared was made available to you. You will need to provide us with the following information:

- (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.

We may require that you send us your complaint or question in writing (including email) within ten (10) business days.

We will typically 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) 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 you (and your joint account owner, if applicable) already has an established account with us before this account is opened. We will tell you the results within three (3) 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 by contacting Tandem at support@usetandem.com.

User Services

For User Services or additional information regarding your Tandem Deposit Account, please contact Tandem in the App or by emailing team@usetandem.com.

Truth in Savings Disclosures

Opening Deposit and Balance Requirements

There is no minimum deposit requirement to open a Tandem Deposit Account.

Rate Information

When you open a Tandem Deposit Account, Tandem discloses the interest rate and Annual Percentage Yield (“APY”) available for the Tandem Deposit Account. The current interest rate and APY appear in the Interest Rate Schedule available at <https://www.usetandem.com/depositaccount>. This is a variable rate account. We may, at our discretion, change the interest rate and APY for the Tandem Deposit Account at any time. Interest begins to accrue no later than the business day the deposit is applied to the Tandem Deposit Account.

Balance Information

There are no minimum or maximum balance restrictions on the Tandem Deposit Account.

Compounding and crediting frequency

Interest will be compounded monthly. Interest will be credited to your Tandem Deposit account every month.

Daily Balance Computation Method

Interest is calculated using the daily balance calculation method. This method applies a daily periodic rate to the principal balance in the Tandem Deposit Account each day.

Fees

A user account with Tandem is required to open a Tandem Deposit Account. Unless you are in a trial period or taking advantage of another promotion, you must pay for a user account with Tandem on a monthly or annual basis. Payment is made in accordance with the Tandem Terms of Use, and the current standard fee amount is available at <https://www.usetandem.com/depositaccount>. Your fee requirements will be disclosed to you on creation of a Tandem user account and you will be notified of any changes.

Arbitration

Please carefully review the Arbitration Provision in the Terms of Use, which is also applicable to this Deposit Account Agreement.