



**NOTICE OF ANNUAL MEETING OF SHAREHOLDERS
TO BE HELD APRIL 24, 2025**

Dear Fellow Shareholder:

You are cordially invited to attend the Annual Meeting of Shareholders (the “Annual Meeting”) of CoastalSouth Bancshares, Inc. (the “Company”), which will be held at 8:00 a.m. Eastern Time on April 24, 2025 at the Sea Pines Community Center, Suite 120, located at 71 Lighthouse Road, Hilton Head Island, South Carolina 29928, for the following purposes:

- (1) To elect eleven directors, each to serve for a one-year term ending at the Annual Meeting of Shareholders in 2025;
- (2) Approve the CoastalSouth 2025 Omnibus Incentive Plan reserving additional shares of common stock thereunder for future equity awards; and
- (3) To transact any other business that may properly come before the Annual Meeting or any adjournments thereof.

The enclosed Proxy Statement describes in more detail the matters which are to be considered at the Annual Meeting. We urge you to read these materials carefully. Any action may be taken on the foregoing proposal at the Annual Meeting on the date specified or on any date or dates to which, by original or later adjournments, the Annual Meeting may be adjourned.

The Board of Directors set the close of business on March 5, 2025 as the record date for determining the shareholders who are entitled to notice of and/or entitled to vote at the Annual Meeting.

The Board of Directors supports the proposal set forth in Items (1) and (2) above and urges you to vote **FOR** these proposals.

We hope that you will be able to attend the meeting. **Whether or not you plan to attend, please complete your proxy so that your shares will be represented at the Annual Meeting.** We encourage you to vote by internet or telephone by following the instructions which are provided on the enclosed Proxy Card. You may also vote by completing the enclosed proxy card and promptly returning it in the postage paid return envelope. You may revoke your proxy at any time before the proxy is exercised.

In an effort to streamline cost and enhance efficiency related to the Annual Meeting, rather than printing and mailing the 2024 Annual Financial Statements, they will be available electronically at the following web address: www.coastalstatesbank.com/investor-relations.

By Order of the Board of Directors,

A handwritten signature in black ink, appearing to read 'James S. MacLeod', written over a horizontal line.

James S. MacLeod
Chairman

March 20, 2025

COASTALSOUTH BANCSHARES, INC.
5 Bow Circle
Hilton Head Island, South Carolina 29928
(843) 341-9900

PROXY STATEMENT FOR ANNUAL MEETING

INTRODUCTION

General

The Board of Directors is sending this Proxy Statement (this “Proxy Statement”) to our shareholders to solicit proxies from holders of our voting common stock, \$1.00 par value per share (our “Voting Common Stock”), for use at the Annual Meeting of the Shareholders (the “Annual Meeting”). Unless otherwise clearly specified, all references in this Proxy Statement to “CoastalSouth,” “we,” “us,” “our,” and the “Company” refer to CoastalSouth Bancshares, Inc.

Time and Place of Meeting

The Annual Meeting will be held on Thursday, April 24, 2025 at 8:00 a.m. Eastern Time at the Sea Pines Community Center, Suite 120, located at 71 Lighthouse Road, Hilton Head Island, South Carolina 29928.

Record Date and Mailing Date

The close of business on March 5, 2025 is the record date (the “Record Date”) for the determination of shareholders entitled to notice of and to vote at the Annual Meeting. Only the holders of our outstanding Voting Common Stock as of the close of business on the Record Date will be entitled to notice of and to vote at the Annual Meeting. This Proxy Statement and the accompanying proxy card are being mailed to such shareholders on or around March 20, 2025.

Number of Shares Outstanding

As of the close of business on the Record Date, CoastalSouth had 50,000,000 shares of common stock authorized, of which 8,102,242 shares of Voting Common Stock were outstanding, held by 535 holders of record.

Summary of Proposals

The proposal to be considered at the meeting is summarized as follows:

Proposal One. To elect eleven directors each to serve a one-year term ending at the Annual Meeting of Shareholders in 2025 (the “Director Election Proposal”).

Proposal Two. To approve the CoastalSouth 2025 Omnibus Incentive Plan reserving additional shares of common stock thereunder for future equity awards (the “Incentive Plan Proposal”).

VOTING AT THE ANNUAL MEETING

Requirements for Shareholder Approval

To hold a vote on any proposal, other than to adjourn the Annual Meeting for the lack of a quorum, a quorum must be present with respect to the proposal. A quorum will be present at the Annual Meeting if a majority of the outstanding shares of Voting Common Stock entitled to vote at the Annual Meeting is represented in person or by valid proxy. We will count abstentions and broker non-votes, which are described below, as present in determining whether a quorum exists.

Vote Required. The holders of shares of CoastalSouth's Voting Common Stock are entitled to one vote per share on all matters presented at the Annual Meeting for action by shareholders. With respect to the Director Election Proposal, for a director nominee to be elected, each director nominee must receive more affirmative votes for his seat on the Board of Directors than any other nominee for such seat. The Board of Directors is not aware of any competing nominees.

Abstentions. A shareholder who is present in person or by proxy at the Annual Meeting and who abstains from voting on any or all proposals will be included in the number of shareholders present at the Annual Meeting for purposes of determining the presence of a quorum. Abstentions do not count as votes for or against a given matter. An abstention will have no effect on the Director Election Proposal.

Broker Non-Votes. Brokers who hold shares for the accounts of their clients may vote those shares either as directed by their clients or in their own discretion if permitted by the exchange or other organization of which they are members. Proxies that contain a broker vote on one or more proposals but not on others are referred to as "broker non-votes" with respect to the proposal(s) not voted upon. Broker non-votes are included in determining the presence of a quorum. A broker non-vote does not count as a vote in favor or against a particular proposal for which the broker has no discretionary authority. Broker non-votes will have no effect on the Director Election Proposal.

Procedures for Voting by Proxy

If you properly execute and deliver and do not revoke your proxy, the persons appointed as proxies will vote your shares according to the instructions you have specified on the proxy card. **If you execute your proxy but do not provide your proxies with any voting instructions, then your shares will be voted "FOR" the Director Election Proposal and in accordance with the best judgment of the persons appointed as proxies as to all other matters properly brought before the Annual Meeting.** No proxy marked specifically "WITHHOLD" or "ABSTAIN" with respect to any Proposal will be voted in favor of any other Proposal unless the proxy is specifically marked "FOR" such other Proposal.

A shareholder who has given a proxy may revoke it at any time prior to its exercise at the Annual Meeting by:

- giving written notice of revocation to CoastalSouth;
- properly submitting to CoastalSouth a duly executed proxy bearing a later date; or
- attending the Annual Meeting and voting.

All written notices of revocation and other communications concerning proxies should be addressed to Stephen R. Stone, Chief Executive Officer of CoastalSouth Bancshares, Inc., at P.O. Box 4800, Hilton Head Island, South Carolina 29938.

Solicitation of Proxies

CoastalSouth will pay the cost of proxy solicitation, if necessary. Our directors, officers and employees may, without additional compensation, solicit proxies by personal interview, telephone, fax or otherwise. We will direct brokerage firms or other custodians, nominees or fiduciaries to forward our proxy solicitation materials to the beneficial owners of Voting Common Stock held of record by these institutions. We will reimburse these firms, custodians, nominees and fiduciaries for the reasonable out-of-pocket expenses that they incur in connection with this process.

PROPOSALS TO BE CONSIDERED

PROPOSAL ONE: THE DIRECTOR ELECTION PROPOSAL

Our current Board of Directors consists of eleven members. The Board of Directors unanimously recommends that the shareholders elect John G. Aldridge, Jr., L. Scott Askins, Ernst W. Bruderer, Patrick W. Frawley, Mark Griffith, Boris M. Gutin, Michael B. High, James S. MacLeod, James N. Richardson, Jr., Stephen R. Stone and Joseph V. Topper, Jr. as director nominees each to serve as a director for a one-year term expiring in 2026, in accordance with our Articles of Incorporation and our Bylaws.

Director Nominees (For a One-Year Term Expiring in 2026)

Highlights	Director Candidate
<p>Age: 55</p> <p>Director since 2024</p> <p>Committees:</p> <p>Director Qualification Highlights: Financial Services Leadership of a large complex organization Management Governance Technology</p>	<p>John G. Aldridge, Jr. (“Gee”) <i>Founder and Managing Partner of Aldridge Pite, LLP</i></p> <p>Mr. Aldridge has more than thirty years of experience in the mortgage banking industry. He has been a driver of industry change for decades, working in concert with financial institutions, governmental enterprises, and other law firms to effect meaningful change in the operational efficacy, practices and reputation of all involved with mortgage servicing.</p> <p>Career Highlights</p> <ul style="list-style-type: none"> Managing Partner of Aldridge Pite, LLP (2009 - Present) Senior Partner of Aldridge Pite Haan, LLP (2017 - Present) Manages over 5 different company P&Ls; has founded, owned, operated and sold numerous companies involved in the real estate industry, including title companies, trustee companies, service of process companies, technology (as a service) companies and technology and business process consulting companies. <p>Other Directorships</p> <ul style="list-style-type: none"> Member of the Board of Directors of Altisource Portfolio Solutions S.A. (2022 – Present) Member of the Board of Directors of Atlantic Title & Escrow (2022 – Present) Member of the Board of Directors of The First Tee of Metro Atlanta (2006 - Present) <p>Education</p> <ul style="list-style-type: none"> Graduate of the University of North Carolina at Chapel Hill Juris Doctor, Emory University School of Law
<p>Age: 55</p> <p>Director since 2021</p> <p>Committees: Credit & Risk; Nominating & Governance</p> <p>Director Qualification Highlights: Financial Services Management Mergers & Acquisitions Public Company Governance Regulatory Experience Risk Management Technology</p>	<p>L. Scott Askins</p> <p>Ms. Askins has over 20 years of C-Suite experience in private and public companies, with an extensive background in scaling disruptive technology companies and driving strategy to lead organic and acquisitive growth. As a former General Counsel, Chief Compliance Officer and Secretary, her areas of experience include FinTech, mergers & acquisitions, corporate governance and regulatory compliance.</p> <p>Career Highlights</p> <ul style="list-style-type: none"> Vice President and Group Counsel, American Express (2020-2022) General Counsel, Chief Compliance Officer and Secretary, Kabbage, Inc. (2016-2020)

	<ul style="list-style-type: none"> Executive Vice President – Legal, General Counsel and Secretary of Premiere Global Services, Inc. (2003-2016) Consultant, Strategic Development Group of Premiere Global Services, Inc. (2001-2003) Vice President, Assistant General Counsel and Assistant Secretary of WebMD Corporation (1998-2001) Attorney, Alston & Bird LLP (1996-1998) Attorney, Nelson Mullins Riley & Scarborough, L.L.P. (1995-1996) <p>Other Directorships</p> <ul style="list-style-type: none"> Former Member of the Board of Directors of Innovative Lending Platform Association (2016-2020) <p>Education</p> <ul style="list-style-type: none"> Graduate of Clemson University Juris Doctor, University of South Carolina School of Law Master of Laws in Taxation, New York University School of Law
<p>Age: 71</p> <p>Director since 2003</p> <p>Committees: Audit; Nominating & Governance</p> <p>Director Qualification Highlights: Financial Services Leadership of a large complex organization Management Risk management</p>	<p>Ernst W. Bruderer</p> <p>Mr. Bruderer is an experienced multinational entrepreneur who has an extensive background serving as CEO for various industries and working in different cultural environments. He is a founder of CoastalSouth Bancshares and Coastal States Bank.</p> <p>Career Highlights</p> <ul style="list-style-type: none"> Facilitator, CELA and MELA (Current) Vistage Chair for Vistage International (Between 2012 and 2021) Chairman/CEO for Burka Coffee Estates, Tanzania (Between 1988 and 2000) Executive Vice President for Jacobs-Suchard AG (Between 1980 and 1989) Corporate Secretary for Jacobs-Suchard AG (Between 1980 and 1989) Head of Trademarks & Patents for Jacobs-Suchard AG (Between 1980 and 1989) Member of the Legal and Finance Departments for Jacobs-Suchard AG (Between 1980 and 1989) <p>Other Directorships</p> <ul style="list-style-type: none"> Chairman Elect Global Network Foundation (GNF) Member of the International Advisory Board Charleston Literary Festival Chairman of the Executive Committee and Member of the Board of Directors of SYNCO Properties, Charlotte, NC (Current) <p>Education</p> <ul style="list-style-type: none"> Graduate of the University of St. Gall, BA in Business and Economics Juris Doctor, University of Zurich Post-Graduate LLM Classes, Georgetown Law School
<p>Age: 73</p> <p>Director since 2017</p> <p>Committees: Compensation; Credit & Risk</p> <p>Director Qualification Highlights: Financial services CEO Leadership of a large complex organization Management Mergers & Acquisitions Regulatory experience Risk management</p>	<p>Patrick M. Frawley <i>Retired Chief Executive Officer of Community & Southern Bank</i></p> <p>Mr. Frawley’s commitment to the financial industry dates back to the early 1970s. He has served in a variety of key regulatory roles with the Comptroller of the Currency and has held numerous positions with multinational banks. As the CEO of two troubled community banks in the early 2000s, he earned a reputation as a turnaround specialist. Mr. Frawley was a founder of Community & Southern Bank.</p> <p>Career Highlights</p> <ul style="list-style-type: none"> Chief Executive Officer for Community & Southern Bank (2010-2016) Chief Executive Officer for Integrity Bank (2007-2008) Chief Executive Officer for The Community Bank (2001-2007)

	<ul style="list-style-type: none"> Various Executive Officer Roles, Citizens & Southern National Bank, C&S/Sovran, NationsBank, and Bank of America (1986 and 2001) Key Regulatory Roles, Comptroller of the Currency (1973-1986) <p>Other Directorships</p> <ul style="list-style-type: none"> Director of Bank47, Huntsville, AL Former Member of the Board of Directors of Community & Southern Holdings, Inc. and Community & Southern Bank Former Member of the Board of Directors of Integrity Bank Former Member of the Board of Directors of The Community Bank <p>Education</p> <ul style="list-style-type: none"> Graduate of Campbell University Graduate of Louisiana State University's School of Banking
<p>Age: 68</p> <p>Director since 2012</p> <p>Committees: Audit; Credit & Risk</p> <p>Director Qualification Highlights: Financial & accounting Leadership of a large complex organization Management</p>	<p>Mark A. Griffith <i>Retired Managing Director of LNR Partners Europe Ltd.</i></p> <p>Mr. Griffith has extensive experience in real estate equity and debt investment. As Managing Director of LNR Partners Europe Ltd., he was responsible for operations and directing investment strategies across the U.K. and Western Europe. Mr. Griffith also served as Vice President of three U.S. commercial real estate companies specializing in retail shopping centers and office building ownership, development, and management.</p> <p>Career Highlights</p> <ul style="list-style-type: none"> Managing Director for LNR Partners Europe Ltd. (Between 2002 and 2009) Director of Real Estate for LNR Partners Europe Ltd. (Between 2002 and 2009) U.S. Eastern Region President for LNR Property Corporation (Between 1997 and 2002) Vice President for LNR Property Corporation (Between 1997 and 2009) Director of Commercial Real Estate for Lennar Corporation (Between 1990-1997) Vice President for three U.S. commercial real estate companies (1978-1990) <p>Education</p> <ul style="list-style-type: none"> Attended Ohio University
<p>Age: 50</p> <p>Director since 2017</p> <p>Committees: Audit; Credit & Risk</p> <p>Director Qualification Highlights: Financial & accounting Financial services Mergers & Acquisitions Public Company Governance</p>	<p>Boris M. Gutin <i>Co-Managing Partner of GCP Capital Partners</i></p> <p>Mr. Gutin has over 20 years of private equity investment experience. He focuses and leads the majority of GCP's financial services and financial technology investments and has led all of GCP's community bank investments.</p> <p>Career Highlights</p> <ul style="list-style-type: none"> Joined Greenhill Capital Partners, the predecessor fund to GCP Capital (2003) Member of the Investment Committee of GCP Associate at American Securities Capital Partners (1999-2001) Analyst at Goldman Sachs (1996-1999) <p>Other Directorships</p> <ul style="list-style-type: none"> Member of the Board of Directors of MapleMark Bank (Current) Member of the Board of Directors of Mobilewalla (Current) Member of the Board of Directors of Alkeme Insurance (Current) Member of the Board of Directors of Transnetwork (Current) Member of the Board of Directors of Grasshopper Bank (Current) Member of the Board of Directors of Verita (Current) Member of the Board of Directors of Gavnat (Current)

	<ul style="list-style-type: none"> ▪ Former Member of the Board of Directors of Radius Bank ▪ Former Member of the Board of Directors of Geoforce ▪ Former Member of the Board of Directors of Transfast ▪ Former Member of the Board of Directors of Eastern Virginia Bank ▪ Former Member of the Board of Directors of Continental Bank ▪ Former Member of the Board of Directors of First Mariner Bank ▪ Former Member of the Board of Directors of Clearview Risk ▪ Former Member of the Board of Directors of Acrisure Insurance ▪ Former Member of the Board of Directors of Ironshore ▪ Former Member of the Board of Directors of Hercules Offshore <p>Education</p> <ul style="list-style-type: none"> ▪ Graduate of Johns Hopkins University ▪ Graduate of Harvard Business School
<p>Age: 76</p> <p>Director since 2017</p> <p>Committees: Audit; Compensation</p> <p>Director Qualification Highlights: Financial & accounting Financial services Management Mergers & Acquisitions Regulatory experience Risk management Technology</p>	<p>Michael B. High <i>Partner of Patriot Financial Partners L.P. (2009 – Current)</i></p> <p>Mr. High has more than 50 years of banking experience with significant experience in the areas of finance, asset/liability management, mergers and acquisitions, investor relations, operations, risk management, facilities, and human resources. He is a Certified Public Accountant in the State of Pennsylvania (inactive).</p> <p>Career Highlights</p> <ul style="list-style-type: none"> ▪ Executive Vice President and Chief Operating Officer for Harleysville National Corporation (2005-2008) ▪ Chief Financial Officer for Harleysville National Corporation (2004) ▪ Chief Operating Officer and Chief Financial Officer for Progress Financial Corporation (1998-2004) ▪ Senior Vice President of Finance for CoreStates Financial Corp. (Beginning in 1996) ▪ Senior Vice President of Finance for Meridian Bancorp (Until 1996) ▪ Executive Vice President and Chief Financial Officer for Meritor Savings Bank ▪ Began his career with PricewaterhouseCoopers (formerly Coopers & Lybrand) <p>Other Directorships</p> <ul style="list-style-type: none"> ▪ Former Member of the Board of Directors of Howard Bancorp Inc. ▪ Former Member of the Board of Directors of Elderlife Financial Services ▪ Member of the Board of Directors of DR Bank and Alcar, Inc. ▪ Former Director of the Pennsylvania Economy League ▪ Former Finance Director of the Valley Forge Council of Boy Scouts <p>Education</p> <ul style="list-style-type: none"> ▪ Graduate of The Pennsylvania State University
<p>Age: 77</p> <p>Director since 2003</p> <p>Committees: N/A</p> <p>Director Qualification Highlights: Financial services Leadership of a large complex organization Management Mergers & Acquisitions Public Company Governance</p>	<p>James S. MacLeod <i>Chairman of CoastalSouth Bancshares, Inc. and Coastal States Bank; Partner of Nexus Capital</i></p> <p>Mr. MacLeod has a 53-year career in mortgage finance and is a founder of Coastal States Bank, where he has served in various positions since 2003. Prior to his affiliation with Coastal States Bank, Mr. MacLeod held various positions with Mortgage Guaranty Insurance Corp. He currently serves as a trustee or director for a number of organizations.</p> <p>Career Highlights</p> <ul style="list-style-type: none"> ▪ Chief Executive Officer of CoastalSouth Bancshares, Inc. ▪ President and Chief Operating Officer of Coastal States Bank ▪ Executive Vice President of Mortgage Guaranty Insurance Corporation

	<p>Other Directorships</p> <ul style="list-style-type: none"> ▪ Chairman of the Board of Directors of the Medical University of South Carolina Foundation (Current) ▪ Member of the Board of Directors of Coastal States Mortgage, Inc. (Current) ▪ Past Chairman of the Board of The University of Tampa ▪ Past Non-Executive Chairman of the Board of Directors of Sykes Enterprises, Inc. <p>Education</p> <ul style="list-style-type: none"> ▪ Bachelor of Science in Economics, The University of Tampa ▪ Master of City Planning, Georgia Institute of Technology ▪ Master of Science in Real Estate and Urban Affairs, Georgia State University
<p>Age: 80</p> <p>Director since 2004</p> <p>Committees: Compensation; Nominating & Governance</p> <p>Director Qualification Highlights: Leadership of a large complex organization Management</p>	<p>James N. Richardson, Jr. <i>Owner and General Manager of Coligny Plaza LP; Chief Operating Officer of Windmill Harbour Company; Broker-in-Charge, Manager and Owner of Windmill Harbour Real Estate and The Richardson Group</i></p> <p>Mr. Richardson has extensive experience as a business owner in the Low Country region, particularly in the area of real estate sales and investments. He has served on numerous boards for businesses as well as cultural organizations, and he continues to volunteer in numerous charity positions both locally and statewide.</p> <p>Career Highlights</p> <ul style="list-style-type: none"> ▪ Real Estate Development and Management ▪ Founder of the South Carolina Yacht Club ▪ Long Range Vision Task Force for Town of Hilton Head Island ▪ Member, Young President's Organization and Chief Executive's Organization <p>Other Directorships</p> <ul style="list-style-type: none"> ▪ Former Chairman of the Board of Directors of the Sea Pines Architectural Review Board ▪ Former Member of the Board of Directors of the Hilton Head Island Association of Realtors ▪ Former Member of the Board of Directors of the Association of Sea Pines Plantation Property Owners ▪ Former Member of the Board of Directors of Sea Pines Community Services Associates, Inc. ▪ Director Emeritus of the Medical University of South Carolina Foundation ▪ Former Member of the Board of Directors of Spoleto Festival USA ▪ Commissioner of South Island Public Service District (2007-Present) ▪ Former Chairman of Young President's Organization Gold for Southern Seven States ▪ Past President of the Hilton Head Multiple List Service <p>Education</p> <ul style="list-style-type: none"> ▪ Graduate of Mars Hill College
<p>Age: 49</p> <p>Director since 2017</p> <p>Committees: N/A</p> <p>Director Qualification Highlights: Financial services Management Mergers & Acquisitions Regulatory experience</p>	<p>Stephen R. Stone <i>President and Chief Executive Officer of CoastalSouth Bancshares, Inc. and Coastal States Bank</i></p> <p>Mr. Stone is an experienced leader in the financial services industry. He has significant experience in community banking, mergers & acquisitions, strategic planning, and banking operations. As President and CEO, he is knowledgeable about all aspects of the Company's business activities. Mr. Stone led the recapitalization of the Company in 2017 and has</p>

<p>Risk management</p>	<p>overseen the Company’s growth to over \$2 billion in assets, as well as multiple rounds of additional financing.</p> <p>Career Highlights</p> <ul style="list-style-type: none"> ▪ Chief Strategy Officer and General Counsel of Community & Southern Bank (2012-2016) ▪ Chief Administrative Officer and General Counsel of Community & Southern Bank (2011-2012) ▪ General Counsel of Community & Southern Bank (2009-2012) ▪ Attorney, Alston & Bird LLP (2003-2009) <p>Other Directorships</p> <ul style="list-style-type: none"> ▪ Member of the Board of Directors of Coastal States Mortgage, Inc. (Current) ▪ Member, Board of Directors of The Buckhead Coalition (2020-Present) ▪ Former Member of the Board of Directors of CSB Investments, Inc. (2010-2016) <p>Education</p> <ul style="list-style-type: none"> ▪ Graduate of the University of Virginia ▪ Juris Doctor, <i>cum laude</i>, Washington College of Law – American University
<p>Age: 69</p> <p>Director since 2017</p> <p>Committees: Compensation Nominating & Governance</p> <p>Director Qualification Highlights: Financial services Leadership of a large complex organization Management</p>	<p>Joseph V. Topper, Jr. <i>Chief Executive Officer of Dunne Manning Inc. and Affiliates</i></p> <p>Mr. Topper has 34 years of management experience in the wholesale and retail fuel distribution business. In 1987, he purchased his family’s retail fuel business and five years later founded Lehigh Gas Corporation, the predecessor to CrossAmerica Partners LP and Dunne Manning Inc., where he has been the Chief Executive Officer since 1992.</p> <p>Career Highlights</p> <ul style="list-style-type: none"> ▪ Chief Executive Officer and Founder of Dunne Manning Inc. (formerly known as Lehigh Gas Corp.) and Affiliates (1992-Present) ▪ President and Chief Executive Officer of the General Partner of CrossAmerica Partners LP (formerly Lehigh Gas Partners LP) (2012-2015) ▪ Co-Founder of City Center Investment Corporation <p>Other Directorships</p> <ul style="list-style-type: none"> ▪ Chairman of the Board of CrossAmerica Partners LP (2019-Present) ▪ Member of the Board of Trustees for Villanova University (2010-2020; Chairman 2017-2020) ▪ Member of the Board of Directors for United Way of the Greater Lehigh Valley (Current) ▪ Chairman of the Board of the General Partner of CrossAmerica Partners LP (2012-2014) ▪ Past President of the Board of Directors for Lehigh Valley PBS and the Lehigh Valley PBS Foundation ▪ Former Member of the Board of Directors for Good Shepherd Rehabilitation Hospital ▪ Former Member of the Managing Board of Directors for Team Capital Bank <p>Education</p> <ul style="list-style-type: none"> ▪ Graduate of Villanova University ▪ Master of Business Administration, Lehigh University

Director independence, recruitment, and nomination

CoastalSouth seeks director candidates who uphold the highest standards, are committed to the Company's values and are strong independent stewards of the long-term interests of shareholders. The Company's Nominating and Corporate Governance Committee (the "NCGC") considers Board composition on an ongoing basis, with a focus on establishing a Board of Directors with the skills and experience required to effectively oversee the Company's present and future operations and strategy. The NCGC and the Board seek a diverse group of directors with experience in banking and other aspects of business that are relevant to the Company's businesses and operations.

The NCGC also oversees the director nomination process. In considering whether to nominate a director for election, the NCGC considers, among other things:

- Whether the director possesses personal and professional integrity, sound judgment, forthrightness and has sufficient time and energy to devote to the affairs of the Company;
- Whether the director possesses a willingness to challenge and stimulate management and the ability to work as part of a team in an environment of trust;
- The extent of the director's business and financial acumen and experience, especially in the financial services and products areas;
- Whether the director assists in achieving a mix of Board members that represents a diversity of background and experience, including with respect to age, gender, race, place of residence and specialized experience;
- Whether the director would be considered a "financial expert" or "financially literate" as defined in applicable law;
- Whether the director, by virtue of particular technical expertise, experience or specialized skill relevant to the Company's current or future business, will add specific value as a Board member, including business contacts, reputation, visibility, community involvement, regulatory experience, and independence;
- Whether the director is free from conflicts of interest with the Company; and
- Any factors related to the ability and willingness of a new director to serve, or an existing director to continue his/her service.

Each of our director nominees has been recommended for election by the NCGC and approved for nomination by our Board.

Personal and professional attributes and skills of the nominees

In furtherance of the foregoing, the Board considers a wide range of attributes when selecting and recruiting candidates. Our nominees have executive experience and skills that are aligned with our business and strategy as follows:

Financial and Accounting – Knowledge of or experience in accounting, financial reporting or auditing processes and standards is important to effectively oversee the Company's financial condition and the accurate reporting thereof.

Financial Services – Experience in the financial services industry, in particular, community banking, including consumer and commercial banking, and other related products and services, allows Board members to evaluate the Company's business model, strategies, and the industry in which we compete.

Leadership of a Large, Complex Organization – Executive experience managing business operations and strategic planning allows Board members to effectively oversee the Company’s operations.

Management – Experience as a senior executive officer allows the Board to effectively oversee the Company’s efforts to recruit, retain and develop key employees and build a cohesive and effective strategy.

Mergers and Acquisitions – Mergers and Acquisitions are an important part of the Company’s strategic focus, and experience in negotiating, executing, and integrating deals allows the Board to effectively oversee this element of the Company’s business strategy.

Public Company Governance – Knowledge of public company governance matters and best practices assists the Board in considering and adopting applicable corporate governance strategies and preparing for the possibility that the Company may be a public company at some point in the future.

Regulatory – Experience with regulated businesses, regulatory requirements and relationships with banking regulators is important because the Company operates in a heavily regulated industry.

Risk Management – Skills and experience in assessment and management of business and financial risk factors allow the Board to effectively oversee risk management and understand the most significant risks facing the Company.

Technology– Experience with or oversight of innovative technology, cybersecurity, information systems/data management, fintech or privacy is important in overseeing the security of the Company’s operations, assets and systems as well as the Company’s ongoing investment in and development of innovative technology.

Board Meetings

The Board conducts its business as a group and through a well-developed committee structure in adherence to strong corporate governance principles. The Board has established practices and processes to actively manage its information flow, set meeting agendas and make sound, well-informed decisions.

Board members have direct access to management and regularly receive information from and engage with management during and outside of formal Board meetings. The full Board met 13 times in 2023. Each director attended 75% or more of the total meetings of the Board and the committees on which he or she served in 2023 during his or her time as a Board member.

Committees of the Board

A significant portion of our Board’s oversight responsibilities is carried out through its four standing committees: Audit Committee, Credit and Risk Committee, NCGC, and Compensation Committee. Allocating responsibilities among committees increases the amount of attention that can be devoted to the Board’s oversight of the business and affairs of the Company.

Committees meet regularly in conjunction with scheduled Board meetings and hold additional meetings as needed. Each committee receives reports from senior management and reports their actions to, and discusses their recommendations with, the full Board. Each standing committee operates pursuant to a written charter, which is reviewed annually as part of the Board’s and each respective committee’s self-assessment.

The following chart summarizes the current Board committee memberships of our Directors:

DIRECTOR	Audit	Credit and Risk	Nominating and Corporate Governance	Compensation
John G. Aldridge, Jr.	-	-	X	-
L. Scott Askins	-	X	X	-
Ernst W. Bruderer	X	-	Chair	-
Patrick M. Frawley	-	Chair	-	X
Mark A. Griffith	Chair	X	-	-
Boris M. Gutin	X	X	-	-
Michael B. High	X	-	-	X
James N. Richardson, Jr.	-	-	X	X
Joseph V. Topper, Jr.	-	-	X	Chair
James S. MacLeod	-	-	-	-
Stephen R. Stone	-	-	-	-

Vote Required to Elect Directors

To be elected, each of the above directors requires the plurality vote cast by the shares entitled to vote in the election once quorum is present. Accordingly, assuming a quorum is present, each of the above directors must receive more votes in favor of his election than any other nominee. The Board of Directors is not aware of any nominees other than the individuals listed above. Proxies received which contain no instructions to the contrary will be voted “FOR” the election of such Director.

Recommendation of the Board of Directors

The Board of Directors unanimously recommends that you vote **FOR** the election of the director nominees set forth in the Director Election Proposal.

PROPOSAL 2: THE INCENTIVE PLAN PROPOSAL

The Company currently maintains the CoastalSouth Bancshares, Inc. 2017 Incentive Plan (the “2017 Plan”), which currently has 11,000 shares remaining available for issuance thereunder and expires on April 24, 2029.

On March 20, 2025, the Board of Directors of the Company approved the CoastalSouth Bancshares, Inc. 2025 Omnibus Incentive Plan (the “Incentive Plan”), reserving 260,000 shares of common stock to be available for grant under the Incentive Plan. The Board of Directors directed that the Incentive Plan be submitted to the shareholders of the Company for approval and recommended that the shareholders approve the Incentive Plan. Shareholders are being asked to approve the Incentive Plan.

The Incentive Plan

The following information describes important terms and conditions of the Incentive Plan. This summary is not a complete description of all of the provisions of the Incentive Plan and may not contain all of the information that is important to you. A copy of the Incentive Plan is attached hereto as Appendix A. Shareholders should read and consider the Incentive Plan before casting a vote with respect to the Incentive Plan.

Purpose. The purpose of the Incentive Plan is to promote the success of and enhance the value of the Company by linking the personal interests of employees, officers, directors and consultants of the Company or any affiliates to those of the Company shareholders and by providing such persons with an incentive for outstanding performance.

Administration. The Incentive Plan will be administered by a committee of at least two directors appointed by the Board of Directors (the “Committee”). The Committee will have the authority to:

- grant awards;
- designate participants;
- determine the type or types of awards to be granted to each participant and the number, terms and conditions thereof;
- prescribe rules and regulations as it may deem necessary or advisable to administer, interpret and carry out the purposes of the Incentive Plan; and
- make all other decisions and determinations that may be required under the Incentive Plan.

The full Board of Directors may at any time administer the Incentive Plan. If it does so, it will have all the powers of the Committee under the Incentive Plan. The Board of Directors may, by resolution, expressly delegate to a special committee, consisting of one or more directors who may but need not be officers of the Company, the authority to (i) designate employees of the Company or any of its affiliates to be recipients of awards under the Incentive Plan, and (ii) to determine the number of such awards to be received by any such participants.

Eligibility. The Incentive Plan permits the grant of awards to employees, officers, directors or consultants of the Company and its affiliates as selected by the Committee.

Shares Available for Awards. Subject to adjustment as provided in the Incentive Plan, the maximum number of shares of Common Stock that may be issued under the Incentive Plan is 260,000. The maximum number of shares of Common Stock available for grant as incentive stock options pursuant to the Incentive Plan shall not exceed 260,000 shares.

Term. The Incentive Plan became effective on the date that it was approved by the Board (March 20, 2025). The Incentive Plan will continue in effect, unless sooner terminated in accordance with the terms of the Incentive Plan, until the tenth anniversary of the date of such approval (March 20, 2035).

Limitations on Non-Employee Director Awards. The aggregate compensation that may be granted or awarded during a single fiscal year to any non-employee director in respect of his or her services as a non-employee director, including all fees, cash retainers and equity awards, shall not exceed \$[100,000], or \$[125,000] in the case of a non-employee director who serves as Chair of the Board or Lead Director.

Permissible Awards. The Incentive Plan authorizes the granting of awards in any of the following forms: stock options, stock appreciation rights, restricted stock, restricted or deferred stock units, performance awards, dividend equivalents, other stock-based awards in the discretion of the Committee, and cash-based awards. All awards will be evidenced by a written award certificate, which will include such provisions as may be specified by the Committee.

- Stock Options. The Committee is authorized to grant options to purchase shares of the Company's Common Stock, which may be incentive stock options or nonstatutory stock options. The terms of any incentive stock option must meet the requirements of Section 422 of the Code. No option may have a term of more than 10 years. The exercise price of a stock option may not be less than the fair market value of the Company's Common Stock on the date of grant.
- Stock Appreciation Rights. The Committee may grant stock appreciation rights to participants. Stock appreciation rights represent the right to receive a payment from the Company in cash and/or shares of Common Stock equal to the product of (i) the excess, if any, of the fair market value of one share of Common Stock on the exercise date over a specified base price fixed by the Committee on the grant date, multiplied by (ii) a stated number of shares of Common Stock.
- Restricted Stock. The Committee may make awards of restricted stock, which will be subject to such restrictions on transferability and other restrictions as the Committee may impose. These restrictions may include, without limitation, limitations on the right to vote the restricted stock or the right to receive dividends, if any, on the restricted stock.
- Restricted or Deferred Stock Units. The Committee may make awards of restricted stock units and deferred stock units. Restricted stock units represent a participant's right to receive a stated number of shares of Common Stock or, if provided by the Committee, the equivalent value in cash or other property, under the Incentive Plan in the future, which right is subject to certain restrictions and to risk of forfeiture. Deferred stock unit awards represent a participant's right to receive a stated number of shares of Common Stock or, if provided by the Committee, the equivalent value in cash or other property, under the Incentive Plan at a future time, which right may be subject to certain restrictions but is not subject to risk of forfeiture.
- Performance Awards. The Committee is authorized to grant any award under the Incentive Plan, including cash-based awards, with performance-based vesting criteria, on such terms and conditions as may be selected by the Committee. Any such awards with performance-based vesting criteria are referred to herein as performance awards, but may be called by any other appropriate or more specific name in the applicable award agreement.
- Dividend Equivalents. The Committee is authorized to grant dividend equivalents with respect to awards other than options or stock appreciation rights granted under the Incentive Plan to participants subject to such terms and conditions as may be selected by the Committee. Dividend equivalents entitle the participant to receive payments equal to ordinary cash dividends with respect to all or a portion of the number of shares of Common Stock subject to the applicable award, as determined by the Committee. The Committee may provide that dividend equivalents be paid or distributed when accrued, or credited by the Company to an account for the participant and accumulated without interest until the date upon which the host award becomes vested, or be deemed to have been reinvested in additional shares of Common Stock, or otherwise reinvested. Unless otherwise provided by the Committee, dividend equivalents accruing on unvested awards will, as provided in the award certificate,

be credited by the Company to an account for the participant and accumulated without interest until the date upon which the host award becomes vested, and any dividend equivalents accrued with respect to forfeited awards will be reconveyed to the Company without further consideration or any act or action by the participant.

- Stock or Other Stock-Based Awards. The Committee is authorized to grant to participants such other awards that are payable in, valued in whole or in part by reference to, or otherwise based on or related to shares of Company Common Stock, including without limitation shares awarded purely as a “bonus” and not subject to any restrictions or conditions, convertible or exchangeable debt securities, other rights convertible or exchangeable into shares, and awards valued by reference to book value of shares or the value of securities of or the performance of specified parents or subsidiaries. The Committee will determine the terms and conditions of such awards.
- Cash-Based Awards. The Committee is also authorized to grant cash-based awards under the Incentive Plan.

Limitations on Transfer; Beneficiaries. No award will be assignable or transferable by a participant other than by will or the laws of descent and distribution or, except in the case of an incentive stock option, pursuant to a domestic relations order that would satisfy section 414(p)(1)(A) of the Code if such section applied to an award under the Incentive Plan; provided, however, that the Committee may permit other transfers (other than transfers for value). A participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the participant and to receive any distribution with respect to any award upon the participant’s death.

Acceleration of Vesting upon Death or Disability. Except as otherwise provided in the award certificate or any special Incentive Plan document governing an award, upon the termination of a participant’s service by reason of death or disability:

- all of such participant’s outstanding options and stock appreciation rights will become fully exercisable;
- the time-based vesting restrictions on outstanding awards will lapse; and
- the payout opportunities attainable under all of that participant’s outstanding performance-based awards will be deemed to have been fully earned as of the date of termination as follows: (i) if the date of termination occurs during the first half of the applicable performance period, all relevant performance goals will be deemed to have been achieved at the “target” level, and (ii) if the date of termination occurs during the second half of the applicable performance period, the actual level of achievement of all relevant performance goals against target will be measured as of the end of the calendar quarter immediately preceding the date of termination, and (iii) in either such case, the awards will payout on a pro-rata basis, based on the length of time within the performance period that has elapsed prior to date of termination.

In addition, the Committee may, in its sole discretion at any time, accelerate the vesting of awards for any reason at any time. The Committee may discriminate among participants or among awards in exercising such discretion.

Adjustments. In the event of a transaction between the Company and its shareholders that causes the per-share value of the Company’s Common Stock to change (including, without limitation, any stock dividend, stock split, spin-off, rights offering or large nonrecurring cash dividend), the share authorization limits under the Incentive Plan will be adjusted proportionately, and the Committee will make such adjustments to the Incentive Plan and awards as it deems necessary, in its sole discretion, to prevent dilution or enlargement of rights immediately resulting from such transaction. In the event of a stock split, a stock dividend or a combination or consolidation of the outstanding Common Stock into a lesser number of shares, the authorization limits under the Incentive Plan will

automatically be adjusted proportionately, and the shares then subject to each award will automatically be adjusted proportionately without any change in the aggregate purchase price.

Upon the occurrence or in anticipation of any corporate event or transaction involving the Company (including, without limitation, any merger, reorganization, recapitalization, combination or exchange of shares, or any transaction described above), the Committee may, in its sole discretion, provide (i) that awards will be settled in cash rather than shares of Common Stock, (ii) that awards will become immediately vested and non-forfeitable and exercisable (in whole or in part) and will expire after a designated period of time to the extent not then exercised, (iii) that awards will be assumed by another party to a transaction or otherwise be equitably converted or substituted in connection with such transaction, (iv) that outstanding awards may be settled by payment in cash or cash equivalents equal to the excess of the fair market value of the underlying Common Stock, as of a specified date associated with the transaction, over the exercise or base price of the award, (v) that performance targets and performance periods for performance awards will be modified, or (vi) any combination of the foregoing.

Termination and Amendment. The Board of Directors or the Committee may at any time terminate or amend the Incentive Plan without shareholder approval; provided, however, that if an amendment to the Incentive Plan would, in the reasonable opinion of the Board of Directors or the Committee, constitute a material change requiring shareholder approval under applicable laws, policies or regulation or the applicable listing requirements of a securities exchange, then such amendment will be subject to shareholder approval. No termination or amendment of the Incentive Plan may in any manner adversely affect any outstanding award without the written consent of the participant.

Vote Required to Approve the Incentive Plan Proposal

For the Incentive Plan Proposal to be approved by CoastalSouth's shareholders, the number of shares of Common Stock voted in favor of the proposal exceed the number of shares of Common Stock voted against the proposal, provided a quorum is present. All abstentions and broker non-votes on the Incentive Plan Proposal will have the effect of a vote against this proposal. Proxies received which contain no instructions to the contrary will be voted "FOR" the Incentive Plan Proposal.

Recommendation of the Board of Directors

The Board of Directors unanimously recommends that you vote **FOR** the approval of the Incentive Plan.

OTHER INFORMATION

Security Ownership of Certain Beneficial Owners and Management

The following table shows how much of our Voting Common Stock is owned by the directors and executive officers as of the Record Date.

Name and Address of Beneficial Owner	Number of Shares	Directors: ⁽¹⁾
Directors: ⁽²⁾		
John G. Aldridge Jr	13,129	*
L. Scott Askins	11,665	*
Ernst. W. Bruderer ⁽³⁾	45,131	*
Patrick M. Frawley ⁽⁴⁾	93,899	1.16%
Mark A. Griffith ⁽⁵⁾	89,794	1.11%
Boris M. Gutin ⁽⁶⁾	7,284	*
Michael B. High ⁽⁷⁾	100	*
James N. Richardson, Jr. ⁽⁸⁾	152,263	1.88%
James S. MacLeod ⁽⁹⁾	246,251	3.02%
Joseph V. Topper ⁽¹⁰⁾	414,376	5.11%
Executive Officers:		
Stephen R. Stone ⁽¹¹⁾	251,815	3.06%
Anthony P. Valduga ⁽¹²⁾	223,438	2.72%
Cameron B. Turner ⁽¹³⁾	56,175	*
All directors and executive officers as a group (13 persons total)	1,605,320	18.98%
5% Stockholders (other than above):		
Patriot Financial Partners ⁽¹⁴⁾ Four Radnor Corporate Centor 100 Matsonford Road Radnor, PA 19087	2,095,950	22.11%
GCP Capital Partners ⁽¹⁵⁾ 600 Lexington Avenue New York, NY 10022	1,068,652	12.64%
EJF Capital LLC ⁽¹⁶⁾ 2107 Wilson Blvd Arlington, VA 22201	1,141,838	13.37%

* Indicates beneficial ownership less than 1%

(1) Based on 8,102,242 shares of our common voting stock as of March 5, 2025, except as otherwise noted in the footnotes for Patriot Financial Partners, GCP Capital Partners, and EJF Capital LLC.

(2) The address of each director and executive officer is: c/o CoastalSouth Bancshares, Inc. 400 Galleria Parkway, Suite 1900, Atlanta, GA 30339

(3) Shares beneficially owned include 35,848 shares held in a joint tenant account with Christina Bruderer.

(4) Includes 15,000 vested and unexercised options.

(5) Shares beneficially owned include 16,750 shares held by Patricia Ann Griffith as trustee of the Patricia Ann Griffith Revocable Trust, 35,865 shares held by Patricia Ann Griffith as trustee of the Griffith Family Trust, and 37,179 shares held by Mark Allan Griffith as trustee of the Mark Allan Griffith Revocable Trust.

(6) Boris M. Gutin currently serves as the representative of GCP CoastalSouth LLC and GCP Capital Partners LLC (collectively, "GCP") on our Board of Directors. Mr. Gutin owns 7,284 shares, but does not beneficially own shares held by GCP. GCP is the holder of record of 718,789 shares of Voting Common Stock and 349,863 of Non-Voting Common Stock. GCP's voting and dispositive power is held by its general partner, GCP Managing Partner IV GP, and GCP's Investment Committee.

(7) Michael B. High currently serves as the representative of the Patriot Financial Partners II Coastal SPV, LLC ("Patriot Fund II") and Patriot Financial Manager L.P. ("Patriot Financial Manager") on our Board of Directors. Mr. High owns 100 shares, but does not have voting or investment power over any shares held by the Patriot Funds II and Patriot Financial Manager or their affiliates and disclaims any beneficial ownership of such shares. Patriot Fund II is the holder of record of 711,311 shares of Voting Common Stock and 1,276,739 of Non-Voting Common Stock. Patriot Financial Manager is the holder of record of 7,900 shares of Voting Common Stock. Patriot Fund II's voting and dispositive power is held by Patriot Financial Partners II GP, L.P. ("Patriot II GP"), which is the general partner of Patriot Fund II and by Patriot Financial Partners II GP, LLC ("Patriot II LLC"), which is the general partner of Patriot II GP, and by W. Kirk Wycoff, Ira M. Lubert, and James J. Lynch who serve as the general partners of the funds and Patriot II GP and as the members of Patriot II LLC. Patriot Financial Manager's voting and dispositive power is held by Patriot Financial Manager GP LLC ("Manager GP") and by W. Kirk Wycoff, Ira M. Lubert and James J. Lynch who serve as members of Manager GP. Mr. Wycoff, Mr. Lubert, and Mr. Lynch each disclaim beneficial ownership of such shares of Voting Common Stock, except to the extent of their respective pecuniary interest in the funds.

(8) Shares beneficially owned include 43,372 shares held by National Financial Services LLC as custodian for James N. Richardson, Jr. IRA, and 108,891 shares held by James N. Richardson, Jr.

(9) Shares beneficially owned include 191,251 shares held by Srome LLC owned 100% by James S. MacLeod, and 55,000 vested and unexercised options held by James S. MacLeod.

(10) Shares beneficially owned include 375,226 shares held by Dunne Manning Investments, LP ("DMI"). DMI's voting and dispositive power is held by Dunne Manning GP, LLC. Joseph V. Topper, Jr. currently serves as the representative of DMI on our Board of Directors. Shares beneficially owned also include 7,900 shares held by Joseph V. Topper, Jr. and 31,250 shares held by the Topper Foundation.

(11) Shares beneficially owned include 4,830 shares held by UBS as custodian for Stephen R. Stone IRA, 117,985 held by Stephen R. Stone and 129,000 vested and unexercised options.

(12) Shares beneficially owned include 70,416 shares held in a joint tennant account with Ryan R. Valduga, 2,500 shares held by Ryan R. Valduga in an IRA, 27,924 held by Anthony P. Valduga in an IRA, 9,598 held by Anthony P. Valduga, and 113,000 vested and unexercised options.

(13) Shares beneficially owned include 7,925 shares held by Etrade Financial as custodian for Cameron B. Turner IRA, 5,000 held by Cameron B. Turner and 43,250 vested and unexercised options.

(14) Shares beneficially owned include 1,376,739 shares of non-voting common stock. The ownership percentage assumes that all such shares of non-voting common stock have been converted into common stock.

(15) Shares beneficially owned include 349,863 shares of non-voting common stock. The ownership percentage assumes that all such shares of non-voting common stock have been converted into common stock.

(16) Shares beneficially owned include 438,427 shares of non-voting common stock. The ownership percentage assumes that all such shares of non-voting common stock have been converted into common stock.

OTHER MATTERS

The Board of Directors of CoastalSouth Bancshares, Inc. knows of no other matters that may be brought before the Annual Meeting. If, however, any matters other than those described in the Notice of Annual Meeting of the Shareholders should properly come before the Meeting, votes will be cast pursuant to the proxies in accordance with the best judgment of the proxy holders.

IF YOU CANNOT ATTEND THE MEETING, YOU ARE REQUESTED TO COMPLETE YOUR PROXY SO THAT YOUR SHARES WILL BE REPRESENTED AT THE ANNUAL MEETING. YOU MAY VOTE YOUR SHARES BY INTERNET OR TELEPHONE BY FOLLOWING THE INSTRUCTIONS PROVIDED ON THE ENCLOSED PROXY CARD. YOU MAY ALSO VOTE BY COMPLETING THE ENCLOSED PROXY CARD AND PROMPTLY RETURNING IT IN THE ENCLOSED POSTAGE-PAID ENVELOPE. YOU MAY REVOKE YOUR PROXY AT ANY TIME BEFORE THE PROXY IS EXERCISED.

Appendix A

COASTALSOUTH BANCSHARES, INC. 2025 OMNIBUS INCENTIVE PLAN

Article 1 PURPOSE

- 1.1 GENERAL. The purpose of the CoastalSouth Bancshares, Inc. 2025 Omnibus Incentive Plan (the “Plan”) is to promote the success, and enhance the value, of CoastalSouth Bancshares, Inc. (the “Company”), by linking the personal interests of employees, officers, directors and consultants of the Company or any Affiliate (as defined below) to those of Company shareholders and by providing such persons with an incentive for outstanding performance. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of employees, officers, directors and consultants upon whose judgment, interest, and special effort the successful conduct of the Company’s operation is largely dependent. Accordingly, the Plan permits the grant of incentive awards from time to time to selected employees, officers, directors and consultants of the Company and its Affiliates.

Article 2 DEFINITIONS

- 2.1 DEFINITIONS. When a word or phrase appears in this Plan with the initial letter capitalized, and the word or phrase does not commence a sentence, the word or phrase shall generally be given the meaning ascribed to it in this Section or in Section 1.1 unless a clearly different meaning is required by the context. The following words and phrases shall have the following meanings:

(a) “Affiliate” means (i) any Subsidiary or Parent, or (ii) an entity that directly or through one or more intermediaries controls, is controlled by or is under common control with, the Company, as determined by the Committee.

(b) “Award” means an award of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Deferred Stock Units, Performance Awards, Other Stock-Based Awards, or any other right or interest relating to Stock or cash, granted to a Participant under the Plan.

(c) “Award Certificate” means a written document, in such form as the Committee prescribes from time to time, setting forth the terms and conditions of an Award. Award Certificates may be in the form of individual award agreements or certificates or a program document describing the terms and provisions of an Award or series of Awards under the Plan. The Committee may provide for the use of electronic, internet or other non-paper Award Certificates, and the use of electronic, internet or other non-paper means for the acceptance thereof and actions thereunder by a Participant.

(d) “Beneficial Owner” shall have the meaning given such term in Rule 13d-3 of the General Rules and Regulations under the 1934 Act.

(e) “Board” means the Board of Directors of the Company.

(a) “Cause” shall have the meaning, if any, assigned such term in the employment, consulting, severance or similar agreement, if any, between a Participant and the Company or an Affiliate; provided, however, that if there is no such employment, consulting, severance or similar agreement in which such term is defined, a Participant’s termination will be considered to be for “Cause” if the Company determines that any of the following has occurred: (i) Participant’s material failure to follow the reasonable directions of his or her supervisor that, if such breach is capable of being cured, is not cured by Participant within ten (10) days of written notice by the Company of the breach to the supervisor’s satisfaction within ten (10) days after receipt of written notice specifying the particulars of the material failure; (ii) any willful violation

of any laws, rules or regulations applicable to the Company or the Company's industry, generally; (iii) Participant's material failure to comply with the Company's policies or guidelines of employment or corporate governance policies or guidelines, including, without limitation, any business code of ethics adopted by the Company, that, if capable of being cured, is not cured by Participant within ten (10) days of written notice by the Company of the failure; (iv) any act of fraud, misappropriation or embezzlement by the Participant; (v) any breach of any restrictive covenant agreement between the Company and the Participant; (vi) the Participant's conviction of, or pleading guilty or nolo contendere to, a felony or a crime involving moral turpitude (including pleading guilty or nolo contendere to a felony or lesser charge which results from plea bargaining).

(b) "Change in Control" means and includes the occurrence of any one of the following events but specifically excludes a Public Offering:

(i) during any consecutive 12-month period, individuals who, at the beginning of such period, constitute the Board of Directors of the Company (the "Incumbent Directors") cease for any reason to constitute at least a majority of such Board, provided that any person becoming a director after the beginning of such 12-month period and whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to the election or removal of directors ("Election Contest") or other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board ("Proxy Contest"), including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest, shall be deemed an Incumbent Director; or

(ii) any person becomes a Beneficial Owner, directly or indirectly, of either (A) 50% or more of the then-outstanding shares of common stock of the Company ("Company Common Stock") or (B) securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities eligible to vote for the election of directors (the "Company Voting Securities"); provided, however, that for purposes of this subsection (ii), the following acquisitions of Company Common Stock or Company Voting Securities shall not constitute a Change in Control: (w) an acquisition directly from the Company, (x) an acquisition by the Company or a Subsidiary, (y) an acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (z) an acquisition pursuant to a Non-Qualifying Transaction (as defined in subsection (iii) below); or

(iii) the consummation of a reorganization, merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Company or a Subsidiary (a "Reorganization"), or the sale or other disposition of all or substantially all of the Company's assets (a "Sale") or the acquisition of assets or stock of another corporation or other entity (an "Acquisition"), unless immediately following such Reorganization, Sale or Acquisition: (A) all or substantially all of the individuals and entities who were the Beneficial Owners, respectively, of the outstanding Company Common Stock and outstanding Company Voting Securities immediately prior to such Reorganization, Sale or Acquisition beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Reorganization, Sale or Acquisition (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets or stock either directly or through one or more subsidiaries, the "Surviving Entity") in substantially the same proportions as their ownership, immediately prior to such Reorganization, Sale or Acquisition, of the outstanding Company Common Stock and the outstanding Company Voting Securities, as the case may be, and (B) no person (other than (x) the Company or any Subsidiary, (y) the Surviving Entity or its ultimate parent entity, or (z) any employee benefit plan (or related trust) sponsored or maintained by any of

the foregoing) is the Beneficial Owner, directly or indirectly, of 50% or more of the total common stock or 50% or more of the total voting power of the outstanding voting securities eligible to elect directors of the Surviving Entity, and (C) at least a majority of the members of the board of directors of the Surviving Entity were Incumbent Directors at the time of the Board's approval of the execution of the initial agreement providing for such Reorganization, Sale or Acquisition (any Reorganization, Sale or Acquisition which satisfies all of the criteria specified in (A), (B) and (C) above shall be deemed to be a "Non-Qualifying Transaction").

(f) "Code" means the Internal Revenue Code of 1986, as amended from time to time. For purposes of this Plan, references to sections of the Code shall be deemed to include references to any applicable regulations thereunder and any successor or similar provision.

(g) "Committee" means the Compensation Committee of the Board, or such other committee designated by the Board to administer the Plan.

(h) "Company" means CoastalSouth Bancshares, Inc., a Georgia corporation, or any successor corporation.

(i) "Continuous Service" means the absence of any interruption or termination of service as an employee, officer, director or consultant of the Company or any Affiliate, as applicable; provided, however, that for purposes of an Incentive Stock Option "Continuous Service" means the absence of any interruption or termination of service as an employee of the Company or any Parent or Subsidiary, as applicable, pursuant to applicable tax regulations. Continuous Service shall not be considered interrupted in the following cases: (i) a Participant transfers employment between the Company and an Affiliate or between Affiliates, (ii) in the discretion of the Committee as specified at or prior to such occurrence, in the case of a spin-off, sale or disposition of the Participant's employer from the Company or any Affiliate, (iii) a Participant transfers from being an employee of the Company or an Affiliate to being a director of the Company or of an Affiliate, or vice versa, (iv) in the discretion of the Committee, a Participant transfers from being an employee of the Company or an Affiliate to being a consultant to the Company or of an Affiliate, or vice versa, (v) in the discretion of the Committee as specified at or prior to such occurrence, a Participant transfers from being an employee of the Company or an Affiliate to being a consultant to the Company or an Affiliate, or vice versa, or (vi) any leave of absence authorized in writing by the Company prior to its commencement; provided, however, that for purposes of Incentive Stock Options, no such leave may exceed 90 days, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, on the 91st day of such leave any Incentive Stock Option held by the Participant shall cease to be treated as an Incentive Stock Option and shall be treated for tax purposes as a Nonstatutory Stock Option. Whether military, government or other service or other leave of absence shall constitute a termination of Continuous Service shall be determined in each case by the Committee at its discretion, and any determination by the Committee shall be final and conclusive; provided, however, that for purposes of any Award that is subject to Code Section 409A, the determination of a leave of absence must comply with the requirements of a "bona fide leave of absence" as provided in Treas. Reg. Section 1.409A-1(h).

(j) "Deferred Stock Unit" means a right granted to a Participant under Article 9 to receive Shares (or the equivalent value in cash or other property if the Committee so provides) at a future time as determined by the Committee, or as determined by the Participant within guidelines established by the Committee in the case of voluntary deferral elections.

(k) "Disability" means the inability of the Participant, as reasonably determined by the Company, to perform the essential functions of his or her regular duties and responsibilities, with or without reasonable accommodation, due to a medically determinable physical or mental illness which has lasted (or can reasonably be expected to last) for a period of six (6) consecutive months.

(l) "Dividend Equivalent" means a right granted to a Participant under Article 11.

- (m) “Effective Date” has the meaning assigned such term in Section 3.1.
- (n) “Eligible Participant” means an employee, officer, director or consultant of the Company or any Affiliate.
- (o) “Exchange” means any national securities exchange on which the Stock may from time to time be listed or traded.
- (p) “Fair Market Value,” on any date, means (i) if the Stock is listed on a securities exchange, the closing sales price on such exchange on such date or, in the absence of reported sales on such date, the closing sales price on the immediately preceding date on which sales were reported, or (ii) if the Stock is not listed on a securities exchange, the mean between the bid and offered prices as quoted by the applicable interdealer quotation system for such date, provided that if the Stock is not quoted on an interdealer quotation system or it is determined that the fair market value is not properly reflected by such quotations, Fair Market Value will be determined by such other method as the Committee determines in good faith to be reasonable and in compliance with Code Section 409A.
- (q) “Full-Value Award” means an Award other than in the form of an Option or SAR, and which is settled by the issuance of Stock (or at the discretion of the Committee, settled in cash valued by reference to Stock value).
- (r) “Good Reason” (or a similar term denoting constructive termination) has the meaning, if any, assigned such term in the employment, consulting, severance or similar agreement, if any, between a Participant and the Company or an Affiliate; provided, however, that if there is no such employment, consulting, severance or similar agreement in which such term is defined, “Good Reason” shall have the meaning, if any, given such term in the applicable Award Certificate. If not defined in either such document, the term “Good Reason” as used herein shall not apply to a particular Award.
- (s) “Grant Date” of an Award means the first date on which all necessary corporate action has been taken to approve the grant of the Award as provided in the Plan, or such later date as is determined and specified as part of that authorization process. Notice of the grant shall be provided to the grantee within a reasonable time after the Grant Date.
- (t) “Incentive Stock Option” means an Option that is intended to be an incentive stock option and meets the requirements of Section 422 of the Code or any successor provision thereto.
- (u) “Non-Employee Director” means a director of the Company who is not a common law employee of the Company or an Affiliate.
- (v) “Nonstatutory Stock Option” means an Option that is not an Incentive Stock Option.
- (w) “Option” means a right granted to a Participant under Article 7 of the Plan to purchase Stock at a specified price during specified time periods. An Option may be either an Incentive Stock Option or a Nonstatutory Stock Option.
- (x) “Other Stock-Based Award” means a right, granted to a Participant under Article 13, that relates to or is valued by reference to Stock or other Awards relating to Stock.
- (y) “Parent” means a corporation, limited liability company, partnership or other entity which owns or beneficially owns a majority of the outstanding voting stock or voting power of the Company. Notwithstanding the above, with respect to an Incentive Stock Option, Parent shall have the meaning set forth in Section 424(e) of the Code.

(z) “Participant” means an Eligible Participant who has been granted an Award under the Plan; provided that in the case of the death of a Participant, the term “Participant” refers to a beneficiary designated pursuant to Section 13.4 or the legal guardian or other legal representative acting in a fiduciary capacity on behalf of the Participant under applicable state law and court supervision.

(aa) “Performance Award” means any award granted under the Plan pursuant to Article 10.

(bb) “Person” means any individual, entity or group, within the meaning of Section 3(a)(9) of the 1934 Act and as used in Section 13(d)(3) or 14(d)(2) of the 1934 Act.

(cc) “Plan” means the CoastalSouth Bancshares, Inc. Omnibus Incentive Plan, as amended from time to time.

(dd) “Public Offering” means a public offering of any class or series of the Company’s equity securities pursuant to a registration statement filed by the Company under the 1933 Act.

(ee) “Restricted Stock” means Stock granted to a Participant under Article 9 that is subject to certain restrictions and to risk of forfeiture.

(ff) “Restricted Stock Unit” means the right granted to a Participant under Article 9 to receive shares of Stock (or the equivalent value in cash or other property if the Committee so provides) in the future, which right is subject to certain restrictions and to risk of forfeiture.

(gg) “Shares” means shares of the Company’s Common Stock. If there has been an adjustment or substitution pursuant to Section 14.1, the term “Shares” shall also include any shares of stock or other securities that are substituted for Shares or into which Shares are adjusted pursuant to Section 14.1.

(hh) “Stock” means the Company’s Common Stock, \$1.00 par value and such other securities of the Company as may be substituted for Stock pursuant to Article 14.

(ii) “Stock Appreciation Right” or “SAR” means a right granted to a Participant under Article 8 to receive a payment equal to the difference between the Fair Market Value of a Share as of the date of exercise of the SAR over the base price of the SAR, all as determined pursuant to Article 8.

(jj) “Subsidiary” means any corporation, limited liability company, partnership or other entity, domestic or foreign, of which a majority of the outstanding voting stock or voting power is beneficially owned directly or indirectly by the Company. Notwithstanding the above, with respect to an Incentive Stock Option, Subsidiary shall have the meaning set forth in Section 424(f) of the Code.

(kk) “1933 Act” means the Securities Act of 1933, as amended from time to time.

(ll) “1934 Act” means the Securities Exchange Act of 1934, as amended from time to time.

Article 3

EFFECTIVE TERM OF PLAN

3.1 **EFFECTIVE DATE.** The Plan shall be effective as of March 20, 2025, the date it was approved by the Board (the “Effective Date”).

3.2 **TERMINATION OF PLAN.** Unless earlier terminated as provided herein, the Plan shall continue in effect until the date of the 2035 annual shareholders’ meeting. The termination of the Plan on such date shall not affect the validity of any Award outstanding on the date of termination, which shall continue to be governed by the applicable terms and conditions of the Plan. Notwithstanding the foregoing, no Incentive Stock Options may be granted more than ten (10) years after the Effective Date.

Article 4

ADMINISTRATION

- 4.1 **COMMITTEE.** The Plan shall be administered by the Committee or, at the discretion of the Board from time to time, the Plan may be administered by the Board. The Board may reserve to itself any or all of the authority and responsibility of the Committee under the Plan or may act as administrator of the Plan for any and all purposes. To the extent the Board has reserved any authority and responsibility or during any time that the Board is acting as administrator of the Plan, it shall have all the powers and protections of the Committee hereunder, and any reference herein to the Committee (other than in this Section 4.1) shall include the Board. To the extent any action of the Board under the Plan conflicts with actions taken by the Committee, the actions of the Board shall control.
- 4.2 **ACTION AND INTERPRETATIONS BY THE COMMITTEE.** For purposes of administering the Plan, the Committee may from time to time adopt rules, regulations, guidelines and procedures for carrying out the provisions and purposes of the Plan and make such other determinations, not inconsistent with the Plan, as the Committee may deem appropriate. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award in the manner and to the extent it deems necessary to carry out the intent of the Plan. The Committee's interpretation of the Plan, any Awards granted under the Plan, any Award Certificate and all decisions and determinations by the Committee with respect to the Plan are final, binding, and conclusive on all parties. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of the Company or any Affiliate, the Company's or an Affiliate's independent certified public accountants, Company counsel or any executive compensation consultant or other professional retained by the Company or the Committee to assist in the administration of the Plan. No member of the Committee will be liable for any good faith determination, act or omission in connection with the Plan or any Award.
- 4.3 **AUTHORITY OF COMMITTEE.** Except as provided in Section 4.1 hereof, the Committee has the exclusive power, authority and discretion to: (a) grant Awards; (b) designate Participants; (c) determine the type or types of Awards to be granted to each Participant; (d) determine the number of Awards to be granted and the number of Shares or dollar amount to which an Award will relate; (e) determine the terms and conditions of any Award granted under the Plan; (f) prescribe the form of each Award Certificate, which need not be identical for each Participant; (g) decide all other matters that must be determined in connection with an Award; (h) establish, adopt or revise any plan, program or policy for the grant of Awards as it may deem necessary or advisable, including but not limited to short-term incentive programs, and any special plan documents; (i) establish, adopt or revise any rules, regulations, guidelines or procedures as it may deem necessary or advisable to administer the Plan; (j) make all other decisions and determinations that may be required under the Plan or as the Committee deems necessary or advisable to administer the Plan; (k) amend the Plan or any Award Certificate as provided herein; and (l) adopt such modifications, procedures, and subplans as may be necessary or desirable to comply with provisions of the laws of the United States or any non-U.S. jurisdictions in which the Company or any Affiliate may operate, in order to assure the viability of the benefits of Awards granted to participants located in the United States or such other jurisdictions and to further the objectives of the Plan.
- 4.4 **DELEGATION.**
- (a) The Committee may delegate to one or more of its members or to one or more officers of the Company or an Affiliate or to one or more agents or advisors such administrative duties or powers as it may deem advisable, and the Committee or any individuals to whom it has delegated duties or powers as aforesaid may employ one or more individuals to render advice with respect to any responsibility the Committee or such individuals may have under this Plan.
- (b) The Board may, by resolution, expressly delegate to a special committee, consisting of one or more directors who may but need not be officers of the Company, the authority, within specified parameters as to the number and terms of Awards, to (i) designate officers and/or employees of the Company or any of

its Affiliates to be recipients of Awards under the Plan, and (ii) to determine the number of such Awards to be received by any such Participants. The acts of such delegates shall be treated hereunder as acts of the Board and such delegates shall report regularly to the Board and the Compensation Committee regarding the delegated duties and responsibilities and any Awards so granted.

- 4.5. **INDEMNIFICATION.** Each person who is or shall have been a member of the Committee, or the Board, or an officer of the Company to whom authority was delegated in accordance with this Article 4, shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such action, suit, or proceeding against him or her, provided he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf, unless such loss, cost, liability, or expense is a result of his or her own willful misconduct or except as expressly provided by statute. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's charter or bylaws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

Article 5

SHARES SUBJECT TO THE PLAN

5.1 **NUMBER OF SHARES.** Subject to adjustment as provided in Section 5.2 and Section 14.1, the aggregate number of Shares reserved and available for issuance pursuant to Awards granted under the Plan shall be 260,000, all of which may be granted as Incentive Stock Options.

5.2 **SHARE COUNTING.** Shares covered by an Award shall be subtracted from the Plan share reserve as of the Grant Date but shall be added back to the Plan share reserve or otherwise treated in accordance with subsections (a) through (i) of this Section 5.2.

(a) To the extent that an Award is canceled, terminates, expires, is forfeited or lapses for any reason, any unissued or forfeited Shares subject to the Award will be added back to the Plan share reserve and again be available for issuance pursuant to Awards granted under the Plan.

(b) Shares subject to Awards settled in cash will be added back to the Plan share reserve and again be available for issuance pursuant to Awards granted under the Plan.

(c) Shares withheld from an Award to satisfy tax withholding requirements will count against the number of Shares remaining available for issuance pursuant to Awards granted under the Plan, and Shares delivered by a participant to satisfy tax withholding requirements will not be added to the Plan share reserve.

(d) The full number of Shares subject to an Option shall count against the number of Shares remaining available for issuance pursuant to Awards granted under the Plan, even if the exercise price of an Option is satisfied through net-settlement or by delivering Shares to the Company (by either actual delivery or attestation).

(e) The full number of Shares subject to a SAR shall count against the number of Shares remaining available for issuance pursuant to Awards made under the Plan (rather than the net number of Shares actually delivered upon exercise).

(f) Substitute Awards granted pursuant to Section 13.9 of the Plan shall not count against the Shares otherwise available for issuance under the Plan under Section 5.1.

(g) Subject to applicable Exchange requirements, shares available under a shareholder-approved plan of a company acquired by the Company (as appropriately adjusted to Shares to reflect the transaction) may be issued under the Plan pursuant to Awards granted to individuals who were not employees of the Company or its Affiliates immediately before such transaction and will not count against the maximum share limitation specified in Section 5.1.

- 5.3 **STOCK DISTRIBUTED.** Any Stock distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Stock, treasury Stock or Stock purchased on the open market.
- 5.4 **LIMITATION ON COMPENSATION FOR NON-EMPLOYEE DIRECTORS.** With respect to any one calendar year, the aggregate compensation that may be granted to any Non-Employee Director, including all meeting fees, cash retainers and retainers granted in the form of Awards, shall not exceed \$[100,000], or \$[125,000] in the case of a non-employee Chairman of the Board or Lead Director. For purposes of such limit, the value of Awards will be determined based on the aggregate Grant Date fair value of all awards issued to the director in such year (computed in accordance with applicable financial accounting rules).

Article 6

ELIGIBILITY

- 6.1 **GENERAL.** Awards may be granted only to Eligible Participants. Incentive Stock Options may be granted only to Eligible Participants who are employees of the Company or a Parent or Subsidiary as defined in Section 424(e) and (f) of the Code. Eligible Participants who are service providers to an Affiliate may be granted Options or SARs under this Plan only if the Affiliate qualifies as an “eligible issuer of service recipient stock” within the meaning of §1.409A-1(b)(5)(iii)(E) of the final regulations under Code Section 409A.

Article 7

STOCK OPTIONS

- 7.1 **GENERAL.** The Committee is authorized to grant Options to Participants on the following terms and conditions:

(a) **Exercise Price.** The exercise price per Share under an Option shall be determined by the Committee, provided that the exercise price for any Option (other than an Option issued as a substitute Award pursuant to Section 13.9) shall not be less than the Fair Market Value as of the Grant Date.

(b) **Prohibition on Repricing.** Except as otherwise provided in Section 14.1, without the prior approval of shareholders of the Company: (i) the exercise price of an Option may not be reduced, directly or indirectly, (ii) an Option may not be cancelled in exchange for cash, other Awards or Options or SARs with an exercise or base price that is less than the exercise price of the original Option, and (iii) the Company may not repurchase an Option for value (in cash or otherwise) from a Participant if the current Fair Market Value of the Shares underlying the Option is lower than the exercise price per share of the Option.

(c) **Time and Conditions of Exercise.** The Committee shall determine the time or times at which an Option may be exercised in whole or in part, subject to Section 7.1(e), and may include in the Award Certificate a provision that an Option that is otherwise exercisable and has an exercise price that is less than the Fair Market Value of the Stock on the last day of its term will be automatically exercised on such final date of the term by means of a “net exercise,” thus entitling the optionee to Shares equal to the intrinsic value of the Option on such exercise date, less the number of Shares required for tax withholding. The Committee shall also determine the performance or other conditions, if any, that must be satisfied before all or part of an Option may be exercised or vested.

(d) **Payment.** The Committee shall determine the methods by which the exercise price of an Option may be paid, the form of payment, and the methods by which Shares shall be delivered or deemed to be delivered to Participants. As determined by the Committee at or after the Grant Date, payment of the

exercise price of an Option may be made, in whole or in part, in the form of (i) cash or cash equivalents, (ii) delivery (by either actual delivery or attestation) of previously-acquired Shares based on the Fair Market Value of the Shares on the date the Option is exercised, (iii) withholding of Shares from the Option based on the Fair Market Value of the Shares on the date the Option is exercised, (iv) broker-assisted market sales, or (iv) any other “cashless exercise” arrangement.

(e) Exercise Term. Except for Nonstatutory Options granted to Participants outside the United States, no Option granted under the Plan shall be exercisable for more than ten years from the Grant Date.

(f) No Deferral Feature. No Option shall provide for any feature for the deferral of compensation other than the deferral of recognition of income until the exercise or disposition of the Option.

(g) No Dividend Equivalents. No Option shall provide for Dividend Equivalents.

7.2 INCENTIVE STOCK OPTIONS. The terms of any Incentive Stock Options granted under the Plan must comply with the requirements of Section 422 of the Code. Without limiting the foregoing, any Incentive Stock Option granted to a Participant who at the Grant Date owns more than 10% of the voting power of all classes of shares of the Company must have an exercise price per Share of not less than 110% of the Fair Market Value per Share on the Grant Date and an Option term of not more than five years. If all of the requirements of Section 422 of the Code (including the above) are not met, the Option shall automatically become a Nonstatutory Stock Option.

Article 8

STOCK APPRECIATION RIGHTS

8.1 GRANT OF STOCK APPRECIATION RIGHTS. The Committee is authorized to grant Stock Appreciation Rights to Participants on the following terms and conditions:

(a) Right to Payment. Upon the exercise of a SAR, the Participant has the right to receive, for each Share with respect to which the SAR is being exercised, the excess, if any, of: (i) the Fair Market Value of one Share on the date of exercise; over (ii) The base price of the SAR as determined by the Committee and set forth in the Award Certificate, which shall not be less than the Fair Market Value of one Share on the Grant Date.

(b) Prohibition on Repricing. Except as otherwise provided in Section 14.1, without the prior approval of the shareholders of the Company, (i) the base price of a SAR may not be reduced, directly or indirectly, (ii) a SAR may not be cancelled in exchange for cash, other Awards, or Options or SARs with an exercise or base price that is less than the base price of the original SAR, and (iii) the Company may not repurchase a SAR for value (in cash or otherwise) from a Participant if the current Fair Market Value of the Shares underlying the SAR is lower than the base price per share of the SAR.

(c) Time and Conditions of Exercise. The Committee shall determine the time or times at which a SAR may be exercised in whole or in part, and may include in the Award Certificate a provision that a SAR that is otherwise exercisable and has a base price that is less than the Fair Market Value of the Stock on the last day of its term will be automatically exercised on such final date of the term, thus entitling the holder to cash or Shares equal to the intrinsic value of the SAR on such exercise date, less the cash or number of Shares required for tax withholding. Except for SARs granted to Participants outside the United States, no SAR shall be exercisable for more than ten years from the Grant Date.

(d) No Deferral Feature. No SAR shall provide for any feature for the deferral of compensation other than the deferral of recognition of income until the exercise or disposition of the SAR.

(e) No Dividend Equivalents. No SAR shall provide for Dividend Equivalents.

(f) **Other Terms.** All SARs shall be evidenced by an Award Certificate. Subject to the limitations of this Article 8, the terms, methods of exercise, methods of settlement, form of consideration payable in settlement (e.g., cash, Shares or other property), and any other terms and conditions of the SAR shall be determined by the Committee at the time of the grant and shall be reflected in the Award Certificate.

Article 9

RESTRICTED STOCK AND STOCK UNITS

- 9.1 **GRANT OF RESTRICTED STOCK AND STOCK UNITS.** The Committee is authorized to make Awards of Restricted Stock, Restricted Stock Units or Deferred Stock Units to Participants in such amounts and subject to such terms and conditions as may be selected by the Committee. An Award of Restricted Stock, Restricted Stock Units or Deferred Stock Units shall be evidenced by an Award Certificate setting forth the terms, conditions, and restrictions applicable to the Award.
- 9.2 **ISSUANCE AND RESTRICTIONS.** Restricted Stock, Restricted Stock Units or Deferred Stock Units shall be subject to such restrictions on transferability and other restrictions as the Committee may impose (including, for example, limitations on the right to vote Restricted Stock or the right to receive dividends on the Restricted Stock). These restrictions may lapse separately or in combination at such times, under such circumstances, in such installments, upon the satisfaction of performance goals or otherwise, as the Committee determines at the time of the grant of the Award or thereafter. Except as otherwise provided in an Award Certificate or any special Plan document governing an Award, a Participant shall have none of the rights of a shareholder with respect to Restricted Stock Units or Deferred Stock Units until such time as Shares of Stock are paid in settlement of such Awards.
- 9.3 **DIVIDENDS ON RESTRICTED STOCK.** The Committee may provide that ordinary cash dividends declared on the Shares before they are vested (i) will be forfeited, (ii) will be deemed to have been reinvested in additional Shares or otherwise reinvested (subject to Share availability under Section 5.1 hereof and subject to the same vesting provisions as provided for the host Award), (iii) will be credited by the Company to an account for the Participant and accumulated without interest until the date upon which the host Award becomes vested, and any dividends accrued with respect to forfeited Restricted Stock will be reconveyed to the Company without further consideration or any act or action by the Participant, or (iv) will be paid or distributed to the Participant as soon as practical following the date that the dividends were paid to shareholders. Unless otherwise provided by the Committee or in the Award Certificate, dividends accrued on Shares of Restricted Stock before they are vested shall be credited by the Company to an account for the Participant and accumulated without interest until the date upon which the host Award becomes vested, and any dividends accrued with respect to forfeited Restricted Stock will be reconveyed to the Company without further consideration or any act or action by the Participant. .
- 9.4 **FORFEITURE.** Subject to the terms of the Award Certificate and except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of Continuous Service during the applicable restriction period or upon failure to satisfy a performance goal during the applicable restriction period, Restricted Stock or Restricted Stock Units that are at that time subject to restrictions shall be forfeited.
- 9.5 **DELIVERY OF RESTRICTED STOCK.** Shares of Restricted Stock shall be delivered to the Participant at the Grant Date either by book-entry registration or by delivering to the Participant, or a custodian or escrow agent (including, without limitation, the Company or one or more of its employees) designated by the Committee, a stock certificate or certificates registered in the name of the Participant. If physical certificates representing shares of Restricted Stock are registered in the name of the Participant, such certificates must bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock.

Article 10
PERFORMANCE AWARDS

- 10.1 **GRANT OF PERFORMANCE AWARDS.** The Committee is authorized to grant any Award under this Plan, including cash-based Awards, with performance-based vesting criteria, on such terms and conditions as may be selected by the Committee. Any such Awards with performance-based vesting criteria are referred to herein as Performance Awards. The Committee shall have the complete discretion to determine the number of Performance Awards granted to each Participant and to designate the provisions of such Performance Awards as provided in Section 4.3. All Performance Awards shall be evidenced by an Award Certificate or a written program established by the Committee, pursuant to which Performance Awards are awarded under the Plan under uniform terms, conditions and restrictions set forth in such written program.
- 10.2 **PERFORMANCE GOALS.** The Committee may establish performance goals for Performance Awards which may be based on any criteria selected by the Committee. Such performance goals may be described in terms of Company-wide objectives or in terms of objectives that relate to the performance of the Participant, an Affiliate or a division, region, department or function within the Company or an Affiliate. If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company or the manner in which the Company or an Affiliate conducts its business, or other events or circumstances render performance goals to be unsuitable, the Committee may modify such performance goals in whole or in part, as the Committee deems appropriate. If a Participant is promoted, demoted or transferred to a different business unit or function during a performance period, the Committee may determine that the performance goals or performance period are no longer appropriate and may (i) adjust, change or eliminate the performance goals or the applicable performance period as it deems appropriate to make such goals and period comparable to the initial goals and period, or (ii) make a cash payment to the participant in an amount determined by the Committee.

Article 11
DIVIDEND EQUIVALENTS

- 11.1 **GRANT OF DIVIDEND EQUIVALENTS.** The Committee is authorized to grant Dividend Equivalents with respect to Full-Value Awards granted hereunder. Dividend Equivalents shall entitle the Participant to receive payments equal to ordinary cash dividends or distributions with respect to all or a portion of the number of Shares subject to a Full-Value Award, as determined by the Committee. Dividend Equivalents accruing on unvested Full-Value Awards shall, as provided in the Award Certificate, either (i) be reinvested in the form of additional Shares (subject to Share availability under Section 5.1 hereof), which shall be subject to the same vesting provisions as provided for the host Award, (ii) be credited by the Company to an account for the Participant and accumulated without interest until the date upon which the host Award becomes vested, and, in either case, any Dividend Equivalents accrued with respect to forfeited Awards will be reconveyed to the Company without further consideration or any act or action by the Participant, or (iii) be paid to the Participant as soon as practical following the date that the dividends were paid to shareholders. Unless otherwise provided by the Committee or in the Award Certificate, Dividend Equivalents accrued on Full-Value Awards before they are vested shall be credited by the Company to an account for the Participant and accumulated without interest until the date upon which the host Award becomes vested, and any Dividend Equivalents accrued with respect to forfeited Full-Value Awards will be reconveyed to the Company without further consideration or any act or action by the Participant.

Article 12
STOCK OR OTHER STOCK-BASED AWARDS

- 12.1 **GRANT OF STOCK OR OTHER STOCK-BASED AWARDS.** The Committee is authorized, subject to limitations under applicable law, to grant to Participants such other Awards that are payable in, valued in whole or in part by reference to, or otherwise based on or related to Shares, as deemed by the Committee to be consistent with the purposes of the Plan, including without limitation Shares awarded purely as a “bonus” and not subject to any restrictions or conditions, convertible or exchangeable debt securities, other rights

convertible or exchangeable into Shares, and Awards valued by reference to book value of Shares or the value of securities of or the performance of specified Parents or Subsidiaries. The Committee shall determine the terms and conditions of such Awards.

Article 13

PROVISIONS APPLICABLE TO AWARDS

- 13.1 **AWARD CERTIFICATES.** Each Award shall be evidenced by an Award Certificate. Each Award Certificate shall include such provisions, not inconsistent with the Plan, as may be specified by the Committee.
- 13.2 **FORM OF PAYMENT FOR AWARDS.** At the discretion of the Committee, payment of Awards may be made in cash, Stock, a combination of cash and Stock, or any other form of property as the Committee shall determine. In addition, payment of Awards may include such terms, conditions, restrictions and/or limitations, if any, as the Committee deems appropriate, including, in the case of Awards paid in the form of Stock, restrictions on transfer and forfeiture provisions. Further, payment of Awards may be made in the form of a lump sum, or in installments, as determined by the Committee.
- 13.3 **LIMITS ON TRANSFER.** No right or interest of a Participant in any unexercised or restricted Award may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or an Affiliate, or shall be subject to any lien, obligation, or liability of such Participant to any other party other than the Company or an Affiliate. No unexercised or restricted Award shall be assignable or transferable by a Participant other than by will or the laws of descent and distribution or, except in the case of an Incentive Stock Option, pursuant to a domestic relations order that would satisfy Section 414(p)(1)(A) of the Code if such Section applied to an Award under the Plan; provided, however, that the Committee may (but need not) permit other transfers (other than transfers for value) where the Committee concludes that such transferability (i) is permitted by Rule 701 under the 1933 Act, if applicable, (ii) does not result in accelerated taxation, (iii) does not cause any Option intended to be an Incentive Stock Option to fail to be described in Code Section 422(b), and (iv) is otherwise appropriate and desirable, taking into account any factors deemed relevant, including without limitation, state or federal tax or securities laws applicable to transferable Awards.
- 13.4 **BENEFICIARIES.** Notwithstanding Section 13.3, a Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant and to receive any distribution with respect to any Award upon the Participant's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights under the Plan is subject to all terms and conditions of the Plan and any Award Certificate applicable to the Participant, except to the extent the Plan and Award Certificate otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Committee. If no beneficiary has been designated or survives the Participant, any payment due to the Participant shall be made to the Participant's estate. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Participant, in the manner provided by the Company, at any time provided the change or revocation is filed with the Committee.
- 13.5 **STOCK TRADING RESTRICTIONS.** All Stock issuable under the Plan is subject to any stop-transfer orders and other restrictions as the Committee deems necessary or advisable to comply with federal or state securities laws, rules and regulations and the rules of any national securities exchange or automated quotation system on which the Stock is listed, quoted, or traded. The Committee may place legends on any Stock certificate or issue instructions to the transfer agent to reference restrictions applicable to the Stock.
- 13.6 **ACCELERATION UPON DEATH OR DISABILITY.** Except as otherwise provided in the Award Certificate or any special Plan document or separate agreement with a Participant governing an Award, upon the termination of a person's Continuous Service by reason of death or Disability: (a) all of that Participant's outstanding Options and SARs shall become fully exercisable; (b) all time-based vesting restrictions on that Participant's outstanding Awards shall lapse as of the date of termination; and (c) the payout opportunities attainable under all of that Participant's outstanding performance-based Awards shall be deemed to have been fully earned as of the date of termination as follows: (i) if the date of termination occurs during the first

half of the applicable performance period, all relevant performance goals will be deemed to have been achieved at the “target” level, and (ii) if the date of termination occurs during the second half of the applicable performance period, the actual level of achievement of all relevant performance goals against target will be measured as of the end of the calendar quarter immediately preceding the date of termination, and (iii) in either such case, there shall be a prorata payout to the Participant or his or her estate within sixty (60) days following the date of termination (unless a later date is required by Section 16.3 hereof), based upon the length of time within the performance period that has elapsed prior to the date of termination. To the extent that this provision causes Incentive Stock Options to exceed the dollar limitation set forth in Code Section 422(d), the excess Options shall be deemed to be Nonstatutory Stock Options.

- 13.7 **DISCRETION TO ACCELERATE AWARDS.** Regardless of whether an event has occurred as described in Section 13.6 above, the Committee may in its sole discretion determine that, at any time or for any reason, all or a portion of such Participant’s Options or SARs shall become fully or partially exercisable, that all or a part of the restrictions on all or a portion of the Participant’s outstanding Awards shall lapse, and/or that any performance-based criteria with respect to any Awards held by that Participant shall be deemed to be wholly or partially satisfied, in each case, as of such date as the Committee may, in its sole discretion, declare. The Committee may discriminate among Participants and among Awards granted to a Participant in exercising its discretion pursuant to this Section 13.7.
- 13.8 **FORFEITURE EVENTS.** Awards under the Plan shall be subject to any compensation recoupment policy that the Committee may adopt from time to time that is applicable by its terms to the Participant. In addition, the Committee may specify in an Award Certificate that the Participant’s rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include, but shall not be limited to, (i) termination of employment for cause, (ii) violation of material Company or Affiliate policies, (iii) breach of noncompetition, confidentiality or other restrictive covenants that may apply to the Participant, (iv) other conduct by the Participant that is detrimental to the business or reputation of the Company or any Affiliate, or (v) a later determination that the vesting of, or amount realized from, a Performance Award was based on materially inaccurate financial statements or any other materially inaccurate performance metric criteria, whether or not the Participant caused or contributed to such material inaccuracy.
- 13.9 **SUBSTITUTE AWARDS.** The Committee may grant Awards under the Plan in substitution for stock and stock-based awards held by employees of another entity who become employees of the Company or an Affiliate as a result of a merger or consolidation of the former employing entity with the Company or an Affiliate or the acquisition by the Company or an Affiliate of property or stock of the former employing corporation. The Committee may direct that the substitute awards be granted on such terms and conditions as the Committee considers appropriate in the circumstances.

Article 14

CHANGES IN CAPITAL STRUCTURE

- 14.1 **MANDATORY ADJUSTMENTS.** In the event of a nonreciprocal transaction between the Company and its shareholders that causes the per-share value of the Stock to change (including, without limitation, any stock dividend, stock split, spin-off, rights offering, or large nonrecurring cash dividend), the authorization limits under Section 5.1 shall be adjusted proportionately, and the Committee shall make such adjustments to the Plan and Awards as it deems necessary, in its sole discretion, to prevent dilution or enlargement of rights immediately resulting from such transaction. Action by the Committee may include: (i) adjustment of the number and kind of shares that may be delivered under the Plan; (ii) adjustment of the number and kind of shares subject to outstanding Awards; (iii) adjustment of the exercise price of outstanding Awards or the measure to be used to determine the amount of the benefit payable on an Award; and (iv) any other adjustments that the Committee determines to be equitable. Notwithstanding the foregoing, the Committee shall not make any adjustments to outstanding Options or SARs that would constitute a modification or substitution of the stock right under Treas. Reg. Sections 1.409A-1(b)(5)(v) that would be treated as the grant

of a new stock right or change in the form of payment for purposes of Code Section 409A. Without limiting the foregoing, in the event of a subdivision of the outstanding Stock (stock-split), a declaration of a dividend payable in Shares, or a combination or consolidation of the outstanding Stock into a lesser number of Shares, the authorization limits under Section 5.1 shall automatically be adjusted proportionately, and the Shares then subject to each Award shall automatically, without the necessity for any additional action by the Committee, be adjusted proportionately without any change in the aggregate purchase price therefor.

- 14.2 **DISCRETIONARY ADJUSTMENTS.** Upon the occurrence or in anticipation of any corporate event or transaction involving the Company (including, without limitation, any merger, reorganization, recapitalization, combination or exchange of shares, or any transaction described in Section 14.1), the Committee may, in its sole discretion, provide (i) that Awards will be settled in cash rather than Stock, (ii) that Awards will become immediately vested and non-forfeitable and exercisable (in whole or in part) and will expire after a designated period of time to the extent not then exercised (provided that Participants shall be provided with advance written notice of any such exercise period and such period shall allow Participants a reasonable period of time in which to exercise such Awards), (iii) that Awards will be assumed by another party to a transaction or otherwise be equitably converted or substituted in connection with such transaction, (iv) that outstanding Awards may be settled by payment in cash or cash equivalents equal to the excess of the Fair Market Value of the underlying Stock, as of a specified date associated with the transaction, over the exercise or base price of the Award, (v) that performance targets and performance periods for Performance Awards will be modified, or (vi) any combination of the foregoing. The Committee's determination need not be uniform and may be different for different Participants whether or not such Participants are similarly situated.
- 14.3 **GENERAL.** Any discretionary adjustments made pursuant to this Article 14 shall be subject to the provisions of Section 15.2. To the extent that any adjustments made pursuant to this Article 14 cause Incentive Stock Options to cease to qualify as Incentive Stock Options, such Options shall be deemed to be Nonstatutory Stock Options.

Article 15

AMENDMENT, MODIFICATION AND TERMINATION

- 15.1 **AMENDMENT, MODIFICATION AND TERMINATION.** The Board or the Committee may, at any time and from time to time, amend, modify or terminate the Plan without shareholder approval; provided, however, that if an amendment to the Plan would, in the reasonable opinion of the Board or the Committee, either (i) materially increase the number of Shares available under the Plan, (ii) expand the types of awards under the Plan, (iii) materially expand the class of participants eligible to participate in the Plan, (iv) materially extend the term of the Plan, or (v) otherwise constitute a material change requiring shareholder approval under applicable laws, policies or regulations or the applicable listing or other requirements of an Exchange, then such amendment shall be subject to shareholder approval; and provided, further, that the Board or Committee may condition any other amendment or modification on the approval of shareholders of the Company for any reason, including by reason of such approval being necessary or deemed advisable (i) to comply with the listing or other requirements of an Exchange, or (ii) to satisfy any other tax, securities or other applicable laws, policies or regulations. Without the prior approval of the shareholders of the Company, the Plan may not be amended to permit: (i) the exercise price or base price of an Option or SAR to be reduced, directly or indirectly, (ii) an Option or SAR to be cancelled in exchange for cash, other Awards, or Options or SARs with an exercise or base price that is less than the exercise price or base price of the original Option or SAR, or (iii) the Company to repurchase an Option or SAR for value (in cash or otherwise) from a Participant if the current Fair Market Value of the Shares underlying the Option or SAR is lower than the exercise price or base price per share of the Option or SAR.
- 15.2 **AWARDS PREVIOUSLY GRANTED.** At any time and from time to time, the Committee may amend, modify or terminate any outstanding Award without approval of the Participant; provided, however:

(a) Subject to the terms of the applicable Award Certificate, such amendment, modification or termination shall not, without the Participant's consent, reduce or diminish the value of such Award determined as if the Award had been exercised, vested, cashed in or otherwise settled on the date of such amendment or termination (with the per-share value of an Option or SAR for this purpose being calculated as the excess, if any, of the Fair Market Value as of the date of such amendment or termination over the exercise or base price of such Award);

(b) The original term of an Option or SAR may not be extended without the prior approval of the shareholders of the Company;

(c) Except as otherwise provided in Section 14.1, without the prior approval of the shareholders of the Company, (i) the exercise price of an Option or base price of a SAR may not be reduced, directly or indirectly, (ii) an option or SAR may not be cancelled in exchange for cash, other Awards or Options or SARs with an exercise or base price that is less than the exercise price or base price of the original Option or SAR, or otherwise, and (iii) the Company may not repurchase an Option or SAR for value (in cash or otherwise) from a Participant if the current Fair Market Value of the Shares underlying the Option or SAR is lower than the exercise price or base price per share of the Option or SAR; and

(d) No termination, amendment, or modification of the Plan shall adversely affect any Award previously granted under the Plan, without the written consent of the Participant affected thereby. An outstanding Award shall not be deemed to be "adversely affected" by a Plan amendment if such amendment would not reduce or diminish the value of such Award determined as if the Award had been exercised, vested, cashed in or otherwise settled on the date of such amendment (with the per-share value of an Option or SAR for this purpose being calculated as the excess, if any, of the Fair Market Value as of the date of such amendment over the exercise or base price of such Award).

15.3 COMPLIANCE AMENDMENTS. Notwithstanding anything in the Plan or in any Award Certificate to the contrary, the Board may amend the Plan or an Award Certificate, to take effect retroactively or otherwise, as deemed necessary or advisable for the purpose of conforming the Plan or Award Certificate to any present or future law relating to plans of this or similar nature (including, but not limited to, Section 409A of the Code), and to the administrative regulations and rulings promulgated thereunder. By accepting an Award under this Plan, a Participant agrees to any amendment made pursuant to this Section 15.3 to any Award granted under the Plan without further consideration or action.

Article 16

GENERAL PROVISIONS

16.1 RIGHTS OF PARTICIPANTS.

(a) No Participant or any Eligible Participant shall have any claim to be granted any Award under the Plan. Neither the Company, its Affiliates nor the Committee is obligated to treat Participants or Eligible Participants uniformly, and determinations made under the Plan may be made by the Committee selectively among Eligible Participants who receive, or are eligible to receive, Awards (whether or not such Eligible Participants are similarly situated).

(b) Nothing in the Plan, any Award Certificate or any other document or statement made with respect to the Plan, shall interfere with or limit in any way the right of the Company or any Affiliate to terminate any Participant's employment or status as an officer, or any Participant's service as a director or consultant, at any time, nor confer upon any Participant any right to continue as an employee, officer, director or consultant of the Company or any Affiliate, whether for the duration of a Participant's Award or otherwise.

(c) Neither an Award nor any benefits arising under this Plan shall constitute an employment contract with the Company or any Affiliate and, accordingly, subject to Article 15, this Plan and the benefits

hereunder may be terminated at any time in the sole and exclusive discretion of the Committee without giving rise to any liability on the part of the Company or any of its Affiliates.

(d) No Award gives a Participant any of the rights of a shareholder of the Company unless and until Shares are in fact issued to such person in connection with such Award.

16.2 **WITHHOLDING.** The Company or any Affiliate shall have the authority and the right to deduct or withhold, or require a Participant to remit to the Company or such Affiliate, an amount sufficient to satisfy federal, state, and local taxes (including the Participant's FICA obligation) required by law to be withheld with respect to any exercise, lapse of restriction or other taxable event arising as a result of the Plan. The obligations of the Company under the Plan will be conditioned on such payment or arrangements and the Company or such Affiliate will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant. Unless otherwise determined by the Committee at the time the Award is granted or thereafter, any such withholding requirement may be satisfied, in whole or in part, by withholding from the Award Shares having a Fair Market Value on the date of withholding equal to the amount required to be withheld in accordance with applicable tax requirements (up to the maximum individual statutory rate in the applicable jurisdiction as may be permitted under then-current accounting principles to qualify for equity classification), in accordance with such procedures as the Committee establishes. All such elections shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

16.3 **SPECIAL PROVISIONS RELATED TO SECTION 409A OF THE CODE.**

(a) It is intended that the payments and benefits provided under the Plan and any Award shall either be exempt from the application of, or comply with, the requirements of Section 409A of the Code. The Plan and all Award Certificates shall be construed in a manner that effects such intent. Nevertheless, the tax treatment of the benefits provided under the Plan or any Award is not warranted or guaranteed. Neither the Company, its Affiliates nor their respective directors, officers, employees or advisers (other than in his or her capacity as a Participant) shall be held liable for any taxes, interest, penalties or other monetary amounts owed by any Participant or other taxpayer as a result of the Plan or any Award.

(b) Notwithstanding anything in the Plan or in any Award Certificate to the contrary, to the extent that any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code ("Non-Exempt Deferred Compensation") would otherwise be payable or distributable, or a different form of payment (e.g., lump sum or installment) of such Non-Exempt Deferred Compensation would be effected, under the Plan or any Award Certificate by reason of the occurrence of a Change in Control, or the Participant's Disability or separation from service, such Non-Exempt Deferred Compensation will not be payable or distributable to the Participant, and/or such different form of payment will not be effected, by reason of such circumstance unless the circumstances giving rise to such Change in Control, Disability or separation from service meet any description or definition of "change in control event", "disability" or "separation from service", as the case may be, in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition). This provision does not prohibit the vesting of any Award upon a Change in Control, Disability or separation from service, however defined. If this provision prevents the payment or distribution of any amount or benefit, or the application of a different form of payment of any amount or benefit, such payment or distribution shall be made at the time and in the form that would have applied absent the Change in Control, Disability or separation from service as applicable.

(c) Notwithstanding anything in the Plan or in any Award Certificate to the contrary, if any amount or benefit that would constitute Non-Exempt Deferred Compensation would otherwise be payable or distributable under this Plan or any Award Certificate by reason of a Participant's separation from service during a period in which the Participant is a Specified Employee (as defined below), then, subject to any permissible acceleration of payment by the Committee under Treas. Reg. Section 1.409A-3(j)(4)(ii) (domestic relations order), (j)(4)(iii) (conflicts of interest), or (j)(4)(vi) (payment of employment taxes): (i) the amount of such Non-Exempt Deferred Compensation that would otherwise be payable during the six-month period

immediately following the Participant's separation from service will be accumulated through and paid or provided on the first day of the seventh month following the Participant's separation from service (or, if the Participant dies during such period, within 30 days after the Participant's death) (in either case, the "Required Delay Period"); and (ii) the normal payment or distribution schedule for any remaining payments or distributions will resume at the end of the Required Delay Period. For purposes of this Plan, the term "Specified Employee" has the meaning given such term in Code Section 409A and the final regulations thereunder.

(d) If, pursuant to an Award, a Participant is entitled to a series of installment payments, such Participant's right to the series of installment payments shall be treated as a right to a series of separate payments and not to a single payment. For purposes of the preceding sentence, the term "series of installment payments" has the meaning provided in Treas. Reg. Section 1.409A-2(b)(2)(iii) (or any successor thereto).

(e) Whenever an Award conditions a payment or benefit on the Participant's execution and non-revocation of a release of claims, such release must be executed and all revocation periods shall have expired within sixty (60) days after the date of termination of the Participant's employment; failing which such payment or benefit shall be forfeited. If such payment or benefit is exempt from Section 409A of the Code, the Company may elect to make or commence payment at any time during such 60-day period. If such payment or benefit constitutes Non-Exempt Deferred Compensation, then, subject to subsection (c) above, (i) if such 60-day period begins and ends in a single calendar year, the Company may make or commence payment at any time during such period at its discretion, and (ii) if such 60-day period begins in one calendar year and ends in the next calendar year, the payment shall be made or commence during the second such calendar year (or any later date specified for such payment under the applicable Award), even if such signing and non-revocation of the release occur during the first such calendar year included within such 60-day period. In other words, a Participant is not permitted to influence the calendar year of payment based on the timing of signing the release.

- 16.4 **UNFUNDED STATUS OF AWARDS.** The Plan is intended to be an "unfunded" plan for incentive and deferred compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award Certificate shall give the Participant any rights that are greater than those of a general creditor of the Company or any Affiliate. In its sole discretion, the Committee may authorize the creation of grantor trusts or other arrangements to meet the obligations created under the Plan to deliver Shares or payments in lieu of Shares or with respect to Awards. This Plan is not intended to be subject to ERISA.
- 16.5 **RELATIONSHIP TO OTHER BENEFITS.** No payment under the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or benefit plan of the Company or any Affiliate unless provided otherwise in such other plan. Nothing contained in the Plan will prevent the Company from adopting other or additional compensation arrangements, subject to shareholder approval if such approval is required; and such arrangements may be either generally applicable or applicable only in specific cases.
- 16.6 **EXPENSES.** The expenses of administering the Plan shall be borne by the Company and its Affiliates.
- 16.7 **TITLES AND HEADINGS.** The titles and headings of the Sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.
- 16.8 **GENDER AND NUMBER.** Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine; the plural shall include the singular and the singular shall include the plural.
- 16.9 **FRACTIONAL SHARES.** No fractional Shares shall be issued and the Committee shall determine, in its discretion, whether cash shall be given in lieu of fractional Shares or whether such fractional Shares shall be eliminated by rounding up or down.

16.10 GOVERNMENT AND OTHER REGULATIONS.

(a) The Committee may require each Participant to represent to the Company in writing that the Participant is acquiring securities of the Company for investment purposes and without a view to distribution thereof and as to such other matters as the Committee believes are appropriate. All certificates for Shares or other securities delivered under the Plan will be subject to such share transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the 1933 Act, the 1934 Act, any securities exchange upon which the Shares are then listed, and any other applicable federal or state securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(b) Notwithstanding any other provision of the Plan, no Participant who acquires Shares pursuant to the Plan may, during any period of time that such Participant is an affiliate of the Company (within the meaning of the rules and regulations of the Securities and Exchange Commission under the 1933 Act), sell such Shares, unless such offer and sale is made (i) pursuant to an effective registration statement under the 1933 Act, which is current and includes the Shares to be sold, or (ii) pursuant to an appropriate exemption from the registration requirement of the 1933 Act, such as that set forth in Rule 144 promulgated under the 1933 Act.

(c) Notwithstanding any other provision of the Plan, if at any time the Committee shall determine that the registration, listing or qualification of the Shares covered by an Award upon any Exchange or under any foreign, federal, state or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of such Award or the purchase or receipt of Shares thereunder, no Shares may be purchased, delivered or received pursuant to such Award unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any condition not acceptable to the Committee. Any Participant receiving or purchasing Shares pursuant to an Award shall make such representations and agreements and furnish such information as the Committee may request to assure compliance with the foregoing or any other applicable legal requirements. The Company shall not be required to issue or deliver any certificate or certificates for Shares under the Plan prior to the Committee's determination that all related requirements have been fulfilled. The Company shall in no event be obligated to register any securities pursuant to the 1933 Act or applicable state or foreign law or to take any other action in order to cause the issuance and delivery of such certificates to comply with any such law, regulation or requirement.

16.11 **GOVERNING LAW.** To the extent not governed by federal law, the Plan and all Award Certificates shall be construed in accordance with and governed by the laws of the State of Georgia.

16.12 **SEVERABILITY.** In the event that any provision of this Plan is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability will not be construed as rendering any other provisions contained herein as invalid or unenforceable, and all such other provisions will be given full force and effect to the same extent as though the invalid or unenforceable provision was not contained herein.

16.13 **NO LIMITATIONS ON RIGHTS OF COMPANY.** The grant of any Award shall not in any way affect the right or power of the Company to make adjustments, reclassification or changes in its capital or business structure or to merge, consolidate, dissolve, liquidate, sell or transfer all or any part of its business or assets. The Plan shall not restrict the authority of the Company, for proper corporate purposes, to draft or assume awards, other than under the Plan, to or with respect to any person. If the Committee so directs, the Company may issue or transfer Shares to an Affiliate, for such lawful consideration as the Committee may specify, upon the condition or understanding that the Affiliate will transfer such Shares to a Participant in accordance with the terms of an Award granted to such Participant and specified by the Committee pursuant to the provisions of the Plan.

The foregoing is hereby acknowledged as being the CoastalSouth Bancshares, Inc. Omnibus Incentive Plan as adopted by the Board on March 20, 2025 and approved by the Company's shareholders on _____, 2025.