

Business Debit Card Agreement

In this Agreement, the words “we,” “our,” “us” “Bank” and “Truist”, means its successors, affiliates, and assigns. The words “you” and “your” mean the company which has requested and been issued the Truist Business Debit Card (“Card”) in its name and its officers, agents, employees, or representatives (“Cardholders”) who have been authorized to use the Card for business purposes only.

1. AGREEMENT. The terms and conditions of this Agreement are in addition to the terms and conditions of the Commercial Bank Services Agreement provided to you at account opening (“CBSA”) which is incorporated herein by this reference. By execution of the Truist Business Debit Card Form (“Form”) or use of a Card, you consent to be bound by the terms of this Agreement and be responsible for all uses of any Card, Card number, or Personal Identification Number (“PIN”) issued hereunder. In the event of a conflict between this Agreement and the CBSA or any other agreement between you and us, this Agreement will control with respect to transactions made with any Card, Card number, and/or PIN.

Business Account. The Card may only be used to access the business checking that you designate. You must select a business checking account to be your primary account (“Account”) from which the total amount of purchases made with any Card will be debited. If you fail to select a primary account, we reserve the right to assign one of your accounts as your primary account. You may add, delete, or change your primary account and other designated accounts in writing. The Card may not be used to access any personal accounts even if you are a sole proprietor. If the Account is closed for any reason, this Agreement will be terminated. There is no limit on the number of deposits, withdrawals, purchases, transfers, or inquiries you may make on a checking account. Savings accounts get up to six transfers and withdrawals per statement cycle without a fee. A withdrawal limit fee applies regardless of the balance to transactions such as debit card transactions, checks, electronic transactions (ACH), automatic payments, bill payments, Overdraft Protection transfers, wire transfers, and deposit funds transfers completed through Online or Mobile Banking.

2. BUSINESS PURPOSE. By signing the Form or using the Card(s), you agree and warrant to us that all Cards issued by us to any Cardholder shall be used solely for business or commercial purposes and that you will not permit consumer use of any Card under any circumstances. You may not use the Card to conduct illegal transactions, such as gambling, or to purchase illegal goods and services. The Bank may refuse to authorize a Card transaction if: (i) the Card is reported lost or stolen; (ii) the Bank is uncertain as to whether or not the transaction is authorized by you; or (iii) the Bank reasonably believes that the transaction is made in connection with an unlawful transaction or activity, including without limitation, gaming, gambling, lottery, or similar activities. You further agree that any consumer or personal use of any Card is immediate grounds for termination of this Agreement by Truist. You acknowledge and agree that any Card issued under this Agreement will not be treated as a consumer access device under the provisions of the Electronic Funds Transfer Act or any other applicable law.

3. FEES. You agree to pay any fees and service charges applicable to your Accounts and Cards. These charges are subject to change. The Business Services Fee Schedule, which lists our current charges, is available at our branch offices and is incorporated herein by this reference. A fee may be imposed for a balance inquiry even if you do not complete a transaction. Fees may be deducted from the Account in any order. We may charge a fee when you use a non Truist ATM.

4. CARDHOLDERS. Each Card issued pursuant to this Agreement will bear the company name as well as the name of the Cardholder. An authorized signer on the business checking account will designate who shall be a Cardholder. Each Cardholder must sign his or her Card prior to its first use. The word “use” includes any presentation of the Card, Card number and/or disclosure of the PIN in any manner that permits any person to purchase goods and services or to obtain cash.

5. CARD TRANSACTIONS. Depending on the Access Options that you have selected for the Cardholder on the Form, a Card may be used for the following purposes:

(a) POS (“Point of Sale”) Transactions. Cards may be used for POS transactions to purchase goods and services for business purposes at any merchant location where Visa® cards are honored. If you use your Card to purchase goods and services, including Internet purchases, you authorize us to debit your Account, and you agree that your authorization may result in an immediate withdrawal from the Account, even though the transaction may not actually be posted to that Account until a later date. Certain merchants, including restaurants, hotels, and car rental agencies, may require that a purchase be preauthorized. Preauthorization may result in a hold being placed on funds in your Account for the estimated amount of your purchase. See Section 11 for more information on Holds.

(b) ATM Transactions. Cards may be used to withdraw cash, make deposits, obtain balances, and make transfers at ATMs. The amount of cash that can be withdrawn in one day at an ATM will be restricted based upon the Access Option you selected. All ATM transactions performed with the Cards are subject to the cutoff times established from time to time by the owners or operators of the ATM. Any ATM transaction initiated after the cutoff time will be posted to your account on the following business day.

For new deposit accounts, ATM deposit functionality may be limited for temporary access devices.

(c) Other Transactions. If you have selected the Access Option for one or more of the Cardholders that permits Change of Address and Call Center/VRU Access, these Cardholders may change the address to which the Account statement is mailed, access Account information, and perform transactions through the Truist Contact Center.

6. REFUNDS AND RETURNS. Any claims concerning goods or services purchased with your Card must be resolved by you directly with the merchant who sold you the goods or services.

7. OVERDRAFTS. If the amount of your purchase(s) exceeds the balance in your Account, the transaction will be handled in accordance with Overdraft section of the CBSA provided at account opening or at Truist.com.

8. ACCESS OPTIONS. Access Options determine the type and amount of transactions a Cardholder may perform. You understand and agree that each Cardholder’s transaction activity will be limited by either a daily limit or the amount of available funds in the Account. You agree that the Cardholder will not exceed the designated limit, and that we have the right to deny any transaction if the transaction will cause a Cardholder to exceed the limit or the collected balance in the Account. If the Cardholder initiates transactions that exceed a limit or we allow access that

exceeds the limit, we can charge the transaction to your Account without giving up any of our rights under this Agreement. In addition, if we permit Cardholders to exceed their limit on any occasion, we are under no obligation to do so in the future. The amount a Cardholder may withdraw in a single transaction may be less than the transaction limit under certain circumstances. We have the right to change these limits from time to time.

Access Options are as follows:

Access Options	Daily Spending Limits	ATM Withdrawal Limits	ATM Deposits	ATM Inquiries	Transfers	Change of Address	Call Center/ VRU Access	Online Banking
I	\$7,500	\$1,500	Yes	Yes	Yes	Yes	Yes	Yes
II	\$3,500	\$1,000	Yes	No	No	No	No	No
III	\$1,500	\$500	Yes	No	No	No	No	No

9. CUSTOMIZING CARD LIMITS AND TRANSACTIONS. You may choose to establish lower maximum ATM withdrawal amounts or daily limits for POS transactions. You may also choose to block ATM transactions, POS purchases, transfers, and other Card functions. Customized settings may be removed to return a Card to its original limits and functions.

10. SAFEGUARD OF CARD. You agree to safeguard any Card, Card number, and PIN issued under this Agreement and to cause each Cardholder to safeguard the Card, Card number, and PIN by adopting security measures to prevent any unauthorized person from obtaining possession of a Card, Card number, or PIN and by taking all reasonable precautions, including but not limited to: (i) not keeping the Card and corresponding PIN in the same location; (ii) not writing the PIN on the Card or on anything carried along with the Card; (iii) memorizing the PIN and destroying or keeping under lock anything on which the PIN is written; (iv) not disclosing a Card number or PIN to any unauthorized party; and (v) maintaining current anti-virus and spyware software on your computer and computer system to protect your Card and Account information. If any person for whom you have requested a Card or to whom you have given the PIN ceases to have authorization to use the Card or PIN, whether by termination of employment or otherwise, you should contact and return the Card to us immediately in accordance with Section 12.

11. AUTHORIZATION HOLDS. When you use your Card to pay for goods or services, certain merchants such as car rental agencies or hotels may ask us to authorize the transaction in advance and may estimate the transaction amount. When we authorize the transaction in advance, we will place a temporary hold on the funds for the amount indicated by the merchant. The hold on your Account will be released in three (3) business days, or when the pre-authorized transaction settles, whichever first occurs. Any claim or dispute regarding pre-authorizations submitted by merchants must be directed to the merchant or other business establishment at which you made the purchase.

12. REPORTING LOST OR STOLEN CARDS AND UNAUTHORIZED TRANSACTIONS. If you believe that a Card, Card number, and/or its associated PIN has been lost or stolen, or that an unauthorized transaction has been made using the Card, immediately call Account Security & Claims at 844-4TRUIST (844.487.8478) or contact your local financial branch. We may require that you put your claim in writing, which must be sent to:

Truist Fraud Management
P. O. Box 1014
Charlotte, NC 28201

13. LIABILITY FOR UNAUTHORIZED TRANSACTIONS. You are responsible for all authorized uses of the Card. An “unauthorized” use is a transaction initiated by someone other than you, without your express or implicit authorization and you receive no benefit from the transaction. If the Card is used to make an unauthorized transaction, your liability for the unauthorized transaction will be \$0 except in the following cases: (i) we determine that the unauthorized transaction was a result of gross negligence or fraud on your part; (ii) you fail to provide us with a written statement or an affidavit of your claim within the time requested; (iii) we determine that the transaction was not “unauthorized” as defined in this section; or, (iv) you fail to report the loss, theft, or unauthorized use of the Card within thirty (30) days after the date of the transmittal of the first statement on which the unauthorized transactions first appear. In these cases, you are fully liable for all transactions conducted using the Card, Card number, or PIN. In addition, you may be fully liable for all transactions conducted using the Card, Card number, or PIN if: (i) you give the Card, Card number, or PIN to another person who you expressly or implicitly authorize to use the Card, and that person exceeds the authority granted, or that person continues to conduct transactions after you have terminated authority, unless you have requested in writing that we cancel your Card and PIN and have given us a reasonable period of time to act upon such notice; (ii) you fail to safeguard the Card, Card number, or PIN as required by this Agreement; (iii) the transaction is conducted by a person who has an ownership interest in your company, by a Cardholder or a person authorized by a Cardholder, or by any other person who has an interest in the Account or who has authority to conduct transactions on the Account; or (iv) our investigation reveals that the facts do not reasonably support a claim of unauthorized use.

We will conditionally credit your Account within five (5) business days after receipt of oral notification from you. We may reverse the credit to your Account within ninety (90) days after receipt of your claim if you do not provide your complaint in writing to us within the time period requested or if, after an investigation, we reasonably determine that the transactions were not unauthorized.

14. BANK STATEMENT. Your regular monthly bank statement will describe all Card transactions. You agree to examine your bank statement each month and immediately report any discrepancies or errors to us. If you fail to notify us of discrepancies, errors, or unauthorized transactions within thirty (30) days from the date of the first bank statement containing such information, we will be entitled to treat such information as being correct in all respects and will have no liability to you for any discrepancies, errors, or unauthorized transactions.

15. LIMITATION OF LIABILITY. The Bank shall not be liable for its inability to perform its obligations under this Agreement as a result of causes beyond its control, including without limitation, any act of God, accident, equipment failure, system failure, labor dispute, or the failure of any third party to provide any electronic or telecommunications service used with the acceptance and processing of Card transactions. Under all other circumstances, we will not be liable to you for our acts or omissions under this Agreement except to the extent we have acted with gross negligence or willful misconduct. To the extent that we are found liable, you may only recover an amount limited to your actual damages, not to exceed the total fees and charges paid by you in connection with the services under this Agreement during the six (6) month period immediately preceding the event giving rise to the claim. In no event will you be able to recover from us consequential damages, exemplary damages, or lost profits, even if you advise us of the possibility of such damages. All claims against us arising out of or related to this Agreement must be submitted to us in writing no later than one (1) year after the date on which the transaction giving rise to the claim occurred or should have occurred, otherwise such claim is barred and void.

16. CREDIT INFORMATION. You authorize us to obtain, at any time, any personal, consumer, or business credit report on any Cardholder. Any unfavorable information will be grounds for us to deny your form or terminate this Agreement or other agreements or accounts you may have with us. By issuing Cards to you, we are relying on all financial and other information we have obtained or that you have given us. You agree to provide us with financial information at our request so that we can evaluate your continued capacity to meet your obligations under this Agreement.

17. DISCLOSURE OF ACCOUNT INFORMATION. You agree that we may disclose information about your Accounts to credit bureaus, merchants, and other third parties you pay with the Cards: (i) if it is necessary for completing a Card transaction; (ii) in order to verify the existence and condition of any Account, including, but not limited to, whether there are sufficient funds in an Account to cover a Card transaction or a check or other item; (iii) in order to comply with government agency or court orders; (iv) if you give us your written permission; and, (v) in order to process disputes. You agree that we may disclose information about your Accounts to credit bureaus, merchants and other third parties you pay with the Cards: (i) if it is necessary for completing a Card transaction; (ii) in order to verify the existence and condition of any Account, including, but not limited to, whether there are sufficient funds in an Account to cover a Card transaction or a check or other item; (iii) in order to comply with government agency or court orders; (iv) if you give us your written permission; and, (v) in order to process disputes. You acknowledge and agree that we may disclose information about any Account you have with us and your use of the Card in connection with such Account to a credit reporting service.

18. TERMINATION. You may cancel Cards and terminate this Agreement at any time by providing us with written notice and returning the Cards. We have the right to terminate this Agreement or cancel any of the Cards at any time without notice. In the event this Agreement is terminated for any reason, you must still pay any present or future transactions resulting from the use of any Card, Card number, or PIN. At all times, the Cards will remain our property and must immediately be surrendered to us at such time as this Agreement is terminated, the Account is closed, or any Card is canceled.

19. CHANGE OF TERMS. We may change, amend, add to, or delete any term or condition of this Agreement, including, but not limited to, the Access Options and components of these Options, and the amount of any fees or charges at any time. If we make such a change, you agree that we may provide you with notice of the change by any reasonable method, such as by including a message on or with your bank statement. The change will be effective upon the date of the notice unless otherwise provided. If under applicable law any such change requires your approval, your continued use of the Cards on or after the date you receive the notice means that you accept and agree to the change.

20. INTERNATIONAL TRANSACTIONS. Visa will convert to U.S. dollars any purchase, credit, cash disbursement, ATM transaction, or reversal transaction made to your account in currency other than U.S. dollars. The conversion rate will be determined using Visa currency conversion procedures then in effect under the currency conversion procedure that Visa uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate is subject to change by Visa. The date the conversion rate is applied by Visa is either: (1) the date the transaction is processed; or (2) the day before the date the transaction is processed. Thus, the conversion rate applied may differ from the rate on the date of your transaction. Any fees imposed by us in connection with foreign currency conversions and in connection with transactions occurring outside of the United States, Puerto Rico, and the U.S. Virgin Islands (international transactions) are contained in the Business Services Fee Schedule.

21. BUSINESS DAYS. For purposes of these disclosures, our business days are Monday through Friday, except bank and/or federal holidays.

22. ARBITRATION AGREEMENT MUTUAL ARBITRATION AGREEMENT

READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

For any Claim subject to arbitration, neither You nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration. Upon election by either party, the Parties mutually agree to resolve any and all disputes between them

exclusively through final, binding, and individual arbitration instead of filing a lawsuit in court (except as otherwise provided below). However, this Mutual Arbitration Agreement does not cover disputes that, as a matter of law, may not be subject to pre-dispute arbitration agreements.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, cause of action, dispute, or controversy between You and us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present, or future, which arises out of or relates to the account, this Bank Services Agreement, any transaction conducted with us in connection with the account or this Bank Services Agreement, or our relationship. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims, and federal, state, local, and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud, and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief. "Claim" also includes disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails, or facsimile machines and alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing. Upon the demand of You or us, any Claim(s) will be resolved by individual (as opposed to class, mass, collective, or representative) binding arbitration in accordance with the terms specified in this Mutual Arbitration Agreement.

Special Definition of "We," "Us," "Our," and "Parties." Solely for purposes of this Mutual Arbitration Agreement, the terms "Truist," "we," "us," "our," and "Parties," in addition to the meanings set forth in this Bank Services Agreement, also refer to Truist Bank's employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, successors, and assigns. The "Parties" refers to both You and Truist. "We," "us," "our," and "Parties" also apply to third parties if You assert a Claim against such third parties in connection with a Claim You assert against us.

Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute regarding (1) any individual action brought by You or us in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court, (2) the exercising of any self-help rights, including set-off as described in the Bank Services Agreement section titled "Right of Setoff" or (3) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action, or litigation shall not constitute a waiver of the right of either of the Parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Mutual Arbitration Agreement.

Federal Arbitration Act. Notwithstanding any choice of law or other provision in this Bank Services Agreement, the Parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. The Parties expressly agree that this Mutual Arbitration Agreement shall be governed by the FAA even in the event You and/or Truist are otherwise exempted from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. The Parties expressly intend for the FAA to govern the interpretation and enforcement of this Mutual Arbitration Agreement, and all arbitration proceedings pursuant thereto, even in the event that the FAA is determined not to apply. The Parties hereby incorporate by reference the FAA, and its rules and procedures, into this Mutual Arbitration Agreement. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which You reside shall apply.

Class, Mass, Collective, and/or Representative Action Waiver. The Parties mutually agree that if You or we elect to arbitrate a Claim, such Claims will be resolved in individual arbitration. The Parties further agree that, to the maximum extent allowable by law, by entering into this Mutual Arbitration Agreement, they waive the right to have any Claim brought, heard, administered, resolved, or arbitrated as a class, mass, collective, or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, mass, collective, and/or representative action, or to award relief to anyone but the individual in arbitration. This Class, Mass, Collective, and/or Representative Action Waiver does not prevent You or Truist from participating in a class-wide settlement of claims, to the extent You or we do not exercise a right to opt out of such settlement.

Arbitration Procedures.

a) Either You or Truist may initiate arbitration by submitting a demand for arbitration to the arbitration administrator, within the applicable statute of limitations period, and the demand must include (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) the account number of any account at issue; (3) a statement of the legal claims being asserted and the factual bases of those claims; (4) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); (5) the original personal signature of the party seeking arbitration (a digital, electronic, copied, or facsimile signature is not sufficient); and (6) the party's portion of the applicable filing fee. The party initiating arbitration must also serve the demand on the other party via certified mail, return receipt requested, or hand delivery. If the party seeking arbitration is represented by counsel, counsel must also provide an original personal signature on the demand for arbitration (a digital, electronic, copied, or facsimile signature is not sufficient). Counsel must also provide a certification that, to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions have evidentiary support, or if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Any demand for arbitration by You must be delivered to Truist Bank Legal Department, Attn: General Counsel-Arbitration Election, 214 N. Tyron St. Mail Code: 500-93-43-13, Charlotte, NC 28202, and our notice must be sent to the most recent address for You in our files.

b) As part of the Parties' agreement to resolve Claims by individual arbitration, You agree not to have Your arbitration demand filed or prosecuted by a law firm or collection of law firms that has filed more than 25 arbitration demands of a substantially similar nature against Truist within 180 days of Your arbitration demand, if the law firm or collective of law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands together. All arbitration demands must be filed, administered, arbitrated, and resolved in an individual manner.

c) Any arbitration hearing that You attend must take place in a venue reasonably convenient to You. If a party files a lawsuit in court asserting any Claim(s) that are subject to arbitration and the other party demands arbitration or files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding with an arbitration administrator in accordance with this Mutual Arbitration Agreement and the administrator's rules, and procedures. Nothing in that litigation shall constitute a waiver of any rights under this Mutual Arbitration Agreement.

d) The arbitration will be administered by JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, jamsadr.com, 800-352-5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or visiting their website. If JAMS is unable or unwilling to serve as administrator, the parties may agree upon another administrator, or if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all parties, if it fails to abide by the terms of this Mutual Arbitration Agreement. The arbitration will proceed in accordance with this arbitration agreement and the administrator's rules and procedures in effect at the time of commencement of the arbitration, including any streamlined or expedited arbitration rules, but in the event of a conflict between the two, the provisions of this Mutual Arbitration Agreement shall supersede any and all conflicting arbitration administrator's rules or procedures.

e) In addition to all other requirements in this agreement, the following provisions shall apply to all arbitrations between the Parties: (1) Truist and You shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings, such as court reporter costs and transcript fees; but if an arbitrator determines that its rules or applicable law requires that Your share of fees and other costs be capped at a certain amount, such as the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration, then You will only be responsible for that maximum amount permitted by rule or law. Truist shall pay any costs that are uniquely associated with arbitration, such as payment of the arbitrator and room rental;

(2) If a party timely serves an offer of judgment under Federal Rule of Civil Procedure 68, and the judgment that the other party finally obtains is not more favorable than the unaccepted offer, then the other party shall pay the costs of the party serving the offer of judgment, including filing fees, incurred after the offer was made;

(3) Both Parties agree not to oppose or interfere with any negotiations or agreements between the other Party and the arbitration administrator, or individual arbitrator, relating to a party's portion of the fees. The arbitrator, however, may disallow any private agreement between an administrator, on the one hand, and the negotiating party, on the other hand, if the arbitrator believes that the private agreement undermines his or her neutrality as arbitrator; (4) The arbitrator may issue orders (including subpoenas to third parties) allowing the Parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (5) Except as provided in the Class, Mass, Collective, and/or Representative Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, including but not limited to the imposition of sanctions under the Federal Rules of Civil Procedure, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply state or federal substantive law, or both, as is applicable; (6) The arbitrator may hear motions to dismiss and/or motions for summary judgment. Any motion to dismiss and/or motion for summary judgment shall be governed by the standards of the Federal Rules of Civil Procedure governing such motions; (7) The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law; (8) Any finding that a claim or counterclaim was filed for purposes of harassment or is frivolous shall entitle the other party to recover its, his, or her attorneys' fees, costs, and expenses; (9) Either Truist or You may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration may be rendered ineffectual; (10) Under no circumstances is the arbitrator bound by decisions reached in separate arbitrations; and (11) No arbitrator shall have the power to conduct arbitrations on any basis other than an individual basis. If at any time the arbitrator or arbitration administrator fails to enforce the terms of this Mutual Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

f) A single arbitrator will be appointed by the administrator, and unless You and Truist agree otherwise, must be a practicing attorney with ten or more years of experience or a retired judge. Except as specifically stated herein, the arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration provisions or proceedings. The arbitrator will honor and enforce statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with this Bank Services Agreement and the FAA, that would apply if the matter had been brought in court. The arbitrator will have the authority to award expert witness and attorneys' fees and costs to the extent permitted by either this Bank Services Agreement, the administrator's rules, or applicable law. A judgment on the award may be entered by any court having jurisdiction.

g) Only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Mutual Arbitration Agreement, including without limitation any dispute concerning arbitrability. However, the preceding clause shall not apply to any dispute relating to or arising out of the Class, Mass, Collective, and/or Representative Action Waiver—including, but not limited to, any claim that all or part of the Class, Mass, Collective, and/or Representative Action Waiver is unenforceable, unconscionable, illegal, void, or voidable, or that a breach of that Waiver has occurred—which must proceed in a court of competent jurisdiction and cannot be heard or arbitrated by an arbitrator. Moreover, all disputes relating to or arising out of the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; and arbitration shall automatically

be stayed pending the outcome of that proceeding in court. In addition, all disputes regarding the sufficiency or timeliness of arbitration demands shall be decided by an individual arbitrator rather than an arbitration administrator. The Parties agree that any and all due dates for arbitration fees shall be tolled while the Parties resolve a dispute relating to or arising out of the Class, Mass, Collective, and/or Representative Action Waiver, and/or the payment of arbitration fees.

Survival and Severability. This Mutual Arbitration Agreement shall survive the closing of Your account and the termination of any relationship between us, including the termination of this Bank Services Agreement. In the event any portion of this Mutual Arbitration Agreement is found unenforceable by the arbitrator or the court, it shall be severed from the Mutual Arbitration Agreement such that the remainder of this Mutual Arbitration Agreement shall be enforceable to the fullest extent permitted by law. In any case in which (1) the dispute is filed as a class, collective, mass, or representative action, and (2) there is a final judicial determination that all or part of the Class, Mass, Collective, and/or Representative Action Waiver is invalid or unenforceable, the portion of such action that is thereafter no longer covered by the Class, Mass, Collective, and/or Representative Action Waiver must be litigated in a civil court of competent jurisdiction, but the portion of the Class, Mass, Collective, and/or Representative Action Waiver that remains valid and enforceable shall be enforced in arbitration. The parties acknowledge and agree that under no circumstances will a class, mass, collective, or representative action be arbitrated; and if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the paragraph titled "Class, Mass, Collective, and/or Representative Action Waiver" or elsewhere in this agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated. Notwithstanding the foregoing, if the Class, Mass, Collective, and/or Representative Action Waiver is finally adjudged to be void, voidable, or otherwise unenforceable in its entirety, this Mutual Arbitration Agreement is void in its entirety. If, notwithstanding this provision, this Mutual Arbitration Agreement is adjudged to be unenforceable in its entirety, the Parties intend in all events that all prior arbitration agreements between them remain enforceable.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$250,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$250,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Mutual Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this agreement.

Impact on Pending Litigation. This Mutual Arbitration Agreement shall not affect Your standing with respect to any litigation between Truist and You that is pending in a state or federal court or arbitration as of the date of Your receipt of this Mutual Arbitration Agreement, unless on such date You were bound by an existing arbitration agreement with Truist, in which case that agreement shall continue to apply.

Right to Consult with an Attorney. You have the right to consult with private counsel of Your choice, at Your own expense, with respect to any aspect of, or any Claim that may be subject to, this Mutual Arbitration Agreement.

JURY TRIAL WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF THIS BANK SERVICES AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS.

LITIGATION CLASS ACTION WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS BANK SERVICES AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND THE DEPOSITOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.

Truist Bank, Member FDIC.

© 2021 Truist Financial Corporation. Truist, the Truist logo, and Truist Purple are service marks of Truist Financial Corporation.

