



## Consent to Use Electronic Signatures and Communications (ESIGN Consent)

**This ESIGN Consent contains important information which you are entitled to receive before you agree to the electronic delivery of Communications. Your consent permits the GENERAL use of Electronic Communications, delivery of documents, and electronic signatures in connection with your Truist Accounts that are accessible in Truist's Online and Mobile Banking platforms. Please read this Notice carefully and print or download a copy for your files.**

We are required to provide you with certain information "in writing" regarding your accounts. With your consent, we can deliver such information to you quickly and conveniently by displaying or delivering the information to you electronically, which you retain for your future reference by (a) printing the Electronic Communication and retaining the printed copy; or (b) downloading the Electronic Communication and retaining the electronic copy.

### 1. Definitions.

As used herein:

- "Account" means your checking, savings, money market, loan, line of credit, mortgage, investment, credit card, debit card or any prepaid card you have or obtain from us, your brokerage, investment advisory, trust, investment management, escrow, custodial or individual retirement account with us, as well as any online product or service offered through our websites in which you have enrolled.
- "Online Product or Service" includes, but is not limited to: Online Banking, Mobile Banking, Mobile apps, Bill Payment, Internal and External Transfers, Zelle transactions, Mobile Check Deposit, Text Banking, and other digital services including future enhancements and services
- "Communications" or "Electronic Communications" means all documents that you obtain from us that are related to your Accounts and Services. This includes, but is not limited to:
  - **Periodic, annual, monthly or other statements**, including any notices related to such statements that we are required or permitted to include with the paper statements;
  - Legal Disclosures, customer agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, Truist Online and Mobile Banking Service Agreement or other Account and user agreements;
  - Terms and conditions and user authorizations, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm

Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;

- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an overlimit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
  - Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
  - Disclosures and notices related to the maintenance or operation of your Account;
  - Online bill payments and payment transaction detail and payment authorizations;
  - Transaction histories, which include notices relating to fees such as overdraft fees and late fees;
  - Policies and procedures (including our Privacy Policy);
  - Responses to claims and disputes;
  - Extension and modification agreements;
  - Tax Forms including but not limited to W9s and 1099s and tax reports related to an Account or
  - Online Product or Service, which we are permitted to deliver electronically;
  - All other communications or information related to your Accounts that we are required to provide in writing in connection with our relationship with you.
- “We,” “Us,” “Our,” and “Truist,” means the Truist entity where your Account is held.
  - “You” and “Your” means the person giving this consent.

The words “include” and “including,” when used at the beginning of a list of one or more items, indicates that the list contains examples; the list is not exclusive or exhaustive, the items in the list are only illustrations, and the items are not the only possible items that could appear in the list.

## **2. Scope of Consent.**

By giving your affirmative consent, you agree that for your eligible Accounts, we may electronically deliver all Communications to you and that we may discontinue delivery of Communications by paper. **After you consent to the use of electronic signatures and Communications, you will still be able to set your preferences to receive certain categories of Communications in electronic format or paper format. Your current preferences for Account statement delivery will not be changed as a result of this consent.** Setting your delivery preferences may not be available for all products, accounts, or services. We can also use and obtain

electronic signatures from you as well as deliver Communications to you electronically for any future transactions, products, or services unless and until you withdraw your (ESIGN Consent).

In some cases, we may determine that you should receive in paper rather than electronic form. Such Communications will be mailed to the primary address we have for you in our records.

For more information on communication preference management, please refer to the Document Center within online banking or our mobile application where you access your Electronic Communications. If you decide to receive some Communications in paper and some electronically, the Communications that you receive electronically will be governed by this ESIGN Consent. Modifying your delivery preferences does not constitute a withdrawal or modification of your ESIGN Consent. To withdraw your ESIGN Consent, see Section 4 below.

### **3. Method of Electronic Delivery**

Electronic Communications (including alerts that Communications have been provided or posted) will be sent by one or more of the following methods:

- By email to you at the email address you have provided to us. Such emails may include the Communication as an attachment, notice that your Communication is available in the Truist Online Banking or our mobile application, or as an embedded link to a website that we operate and control;
- By accessing any Online Product or Service;
- By a notice that is contained within your electronic statement;
- By electronic messaging (such as SMS text or push notifications to your mobile device);
- By accessing a web site that we will designate in the notice we send to you via email or electronic messaging, or that we designate in advance for such purpose.

### **4. Withdrawing Consent**

In order to withdraw consent, you may:

- Call Truist at 844-4TRUIST (844-487-8478). We accept all relay calls, including 711.

Withdrawal of consent may result in a fee or a change in a fee amount for some Accounts. Please refer to your account agreement and account fee schedule for information. We will not charge you a fee for processing the withdrawal of your consent, but your access to, and use of, certain services or Account features may be terminated.

### **5. Requesting Paper Copies**

You can obtain a paper copy of an Electronic Communication by printing or downloading it or by requesting that we mail you a paper copy. We may charge you a reasonable service charge, with prior notice of any such charge, for the delivery of paper copies of any Communication provided to you electronically pursuant to ESIGN Consent. To request a paper copy, call Truist at 844-4TRUIST (844-487-8478). We accept all relay calls, including 711.

## **6. Updating Your Contact Information.**

You agree to provide us with your accurate personal contact information and to promptly notify us of any changes. You can update your contact information (including your email address and mobile phone number) by contacting us at 844-4TRUIST (844-487-8478). We accept all relay calls, including 711. You can also update your contact information through online banking and our mobile application.

If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that any Communication shall nevertheless be deemed to have been provided to you if it was made available to you in electronic form on our Online Product and Service, or emailed to the email address we have for you in our records, or delivered through other electronic means.

## **7. Hardware and Software Requirements.**

In order to use electronic signatures and Communications you must have access to the following technology:

- A current and valid email address;
- A current version (defined below) of a supported Internet browser, such as Safari, Chrome, or Edge;
- A connection to the Internet;
- A current version of a program that accurately reads and displays PDF files; and
- A computer or other device and operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain communications on paper and electronic storage if you wish to retain communications in electronic form.

By “current version,” we mean a version of the software that is currently being supported by its publisher. We reserve the right to discontinue support of a current version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

To verify that you have all of the necessary hardware and software for you to use electronic signatures and receive Electronic Communications on your devices, please verify that you were able to read this and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to email this document to an address where you are able to print on paper or save it for your future reference and access.

## **8. Your Agreement to the use of Electronic Communications and Signatures**

By agreeing, you confirm that:

- You have read, understand, and affirmatively agree to this ESIGN Consent;
- The Electronic Communications delivery pursuant to this ESIGN Consent will have the same legal effect as written and/or signed paper documents;
- You have the necessary hardware and software to view, save and print copies of Communications and to receive Communications that we send to you by email;
- Your consent to receive Communications electronically does not expire and is effective for the duration of our banking relationship, unless withdrawn;
- You may change certain electronic delivery settings at any time by visiting Online Banking or our mobile application;

Communications and disclosures provided on or with your periodic statements may contain important information and other legal disclosures concerning your accounts and you agree to review such statements in a timely manner.

## **9. Retain Copies for Your Records**

We recommend that you print or download a copy of this ESIGN Consent, the applicable service or account agreement and all other Communications to retain for your permanent records.

### **ELECTRONIC DELIVERY AGREEMENT**

You agree to conduct business with your Broker-Dealer and National Financial Services LLC (“NFS”) electronically and to electronic delivery of all documents, communications, and information related to all of your accounts (including any accounts that you have previously established or may establish in the future <sup>1</sup>) with your Broker-Dealer on the NFS platform that are associated with your Social Security Number and/or Tax Identification Number for which you are an owner or identified as an authorized individual (e.g., trustee, POA, etc.)<sup>2</sup>. This includes, but is not limited to, electronic delivery of account statements, trade confirmations, prospectuses, proxy materials, tax forms, required disclosures, shareholder reports, and other account and investment related documents. Certain of these documents may contain your personal financial information, and you agree that your Broker-Dealer and NFS can deliver such personal financial information to you electronically. You further acknowledge and agree that your Broker-Dealer has instructed NFS to deliver these documents in any form or manner of electronic communications permitted under applicable law, including via email, text messages, your Broker-Dealer-provided platform, NFS’ proprietary platform WealthScape InvestorSM (“WealthScape Investor”), or mobile applications.<sup>3</sup> Most documents will be available through the platform made available to you by your Broker-Dealer or WealthScape Investor for at least seven years, but the length of such availability may be subject to change in the future.

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1. Your electronic delivery elections may automatically apply to your previously established accounts or any accounts that you may establish in the future with your Broker-Dealer on the NFS platform when such automation becomes available. NFS may apply your elections to your accounts without prior notice to you.
  2. Brokerage accounts include, but are not limited to, 529s, Health Saving Accounts (“HSA”), retirement accounts, trusts accounts, and entity accounts.
  3. Any references to WealthScape InvestorSM in this agreement are only applicable to you if your Broker-Dealer makes the WealthScape InvestorSM platform available to you as its customer.

If any statute, regulation, or other applicable law requires the delivery of certain documents in writing in the future, you agree to receive such documents in electronic form to the extent permissible under law. Further, you agree that your consent shall extend to other documents that your Broker-Dealer and NFS may make available for electronic delivery in the future.

## **Digital Credentials**

You understand and agree that a valid email address is required to receive electronic communications from your Broker-Dealer and NFS on the NFS platform.

- You understand and agree that a valid mobile phone number is required to receive SMS communications from your Broker Dealer and NFS on the NFS platform.
- You understand and agree that the email address and mobile phone number that you provide must be yours, as the communications from your Broker Dealer and NFS may reference or contain your personal financial information.
- You consent to your Broker-Dealer and NFS' use of your email address and mobile phone number to message, call, text, and/or contact you to help secure your account, provide transactional alerts, and deliver other communications from your Broker-Dealer and NFS. Message and data rates apply; frequency may vary. For help with texts, reply HELP or contact your Broker-Dealer. To opt-out of texts, reply STOP or log onto the platform made available to you by your Broker-Dealer or WealthScape Investor, to update your profile or by contacting your Broker-Dealer.
- Your electronic delivery elections may automatically apply to your previously established accounts or any accounts that you may establish in the future with your Broker-Dealer on the NFS platform when such automation becomes available. NFS may apply your elections to your accounts without prior notice to you.
- Brokerage accounts include, but are not limited to, 529s, Health Saving Accounts ("HSA"), retirement accounts, trusts accounts, and entity accounts.
- Any references to WealthScape InvestorSM in this agreement are only applicable to you if your Broker-Dealer makes the WealthScape InvestorSM platform available to you as its customer.
- You understand and agree that any decision to opt out of text communications does not revoke your consent for your Broker Dealer and NFS to conduct business with you electronically, including the electronic delivery of documents.
- If your email address or mobile phone number changes, you agree to promptly notify and provide your Broker-Dealer with your new email address or mobile phone number and you authorize your Broker-Dealer to share such information with NFS. You may update this information at any time through your profile on the platform made available to you by your Broker-Dealer or WealthScape Investor, or by contacting your Broker-Dealer.

- You also consent to the use of electronic signatures in connection with all matters relating to your account(s) and agree that your use of an electronic signature shall bind you in the same manner as if you had manually signed such document.
- For your accounts with multiple owners or trustees, your Broker-Dealer and NFS may send one notification per account that documents are available.

### **Revocation of Consent**

Your consent to electronic delivery will remain effective until you revoke it. You may revoke your consent at any time by selecting certain documents for paper delivery through your profile on the platform made available to you by your Broker-Dealer or WealthScape Investor. For certain accounts, revocation of this consent may require revocation by all owners, trustees, or authorized persons associated with the account. Your Broker-Dealer and NFS may (i) charge a fee for the delivery of communications by mail, and (ii) continue electronic delivery of communications when permitted under applicable law. You must revoke your consent for each account on the NFS platform for revocation to apply to all accounts.

Any revocation of your consent for a document will be effective going forward and only for the account selected. You agree that such revocation will not change the legal effectiveness or validity of any electronic communication provided to you while your consent was in effect.

You may request a paper copy of any communication delivered to you electronically through the platform made available to you by your Broker-Dealer, WealthScape Investor, or by contacting your Broker-Dealer. Your Broker-Dealer and NFS may charge you a fee for printing costs. Any specific or one-time request for paper communications will not revoke or invalidate your consent to electronic delivery.

### **Information About System Requirements**

By consenting to electronic delivery, you acknowledge and agree that you have access to a computer or mobile device with Internet access, a valid email address, and the ability to download and access your Broker-Dealer or NFS' mobile applications, as necessary. If you would like to print any account-related documents or communications, you must have access to a printer or other similar device.

### **Accessing Documents**

To access documents or communications on the platform made available to you by your Broker-Dealer or WealthScape Investor or mobile application, you will need to log in using valid login credentials. You agree that you are solely responsible for safeguarding the confidentiality of your login credentials.

NFS or its designee will notify you by electronic means when a document or communication is available. Such notifications may include, but are not limited to, alerts or other messaging to your email address, your mobile device, through the platform made available to you by your Broker Dealer, WealthScape Investor, or mobile applications. The notification will include information about where and how you can access the communications. By consenting to electronic delivery, you understand and confirm that you can access these communications electronically.

You can view, download, and print your documents including, but not limited to, account statements, trade confirmations, prospectuses, mutual fund prospectuses, proxy materials, tax forms, and required disclosures on the platform made available to you by your Broker-Dealer or WealthScape Investor.

If documents from other issuers of investments in your account(s) held with your Broker-Dealer on the NFS platform are or become available in electronic form, you will receive notifications that will either include information about where the documents can be accessed and instructions on how to access the documents or the documents themselves.

If you have any difficulty accessing any of the documents described above, please contact your Broker-Dealer.

### **Costs**

You may incur charges from your Broker-Dealer, mobile phone service carrier or your Internet service provider for online access or usage.

Third party products referenced herein are the property of their respective owners. Third party marks are the property of their respective owners; all other marks are the property of FMR LLC. Your Broker Dealer is independent and unaffiliated with National Financial Services LLC. Clearing, custody or other brokerage services may be provided by National Financial Services LLC. Member NYSE, SIPC.

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