

TRUIST CASH RESERVE AGREEMENT AND DISCLOSURES (TERMS AND CONDITIONS)

Summary of Key Features of CASH RESERVE

Truist CASH RESERVE (“**CASH RESERVE**”) is a Truist Bank (“**Truist**”) line of credit that allows a Truist client (“**you**” or “**your**”) with **Qualified Deposits** to borrow money in the form of one or more advances (“**Advances**”). Access to the available credit line is via **CASH RESERVE** account number (“**Account**”) which is associated to your Truist checking account (“**Truist Associated Checking Account**”). Each advance is deposited directly into your **Truist Associated Checking Account**.

Credit Line Amount is the total amount of available credit to you from **CASH RESERVE** at any one time. Truist will establish your **Credit Line Amount** and may change it from time to time. The initial credit limit and the updated limit are based on your **Qualified Deposits** and checking account history related to your **Truist Associated Checking Account**. The **Credit Line Amount** limit is calculated automatically on the last business day of each billing cycle and is updated on the following business day.

The maximum **Credit Line Amount** is the lesser of (1) \$750 or (2) up to 50% of the total **Qualified Deposits** for the prior two (2) **Truist Associated Checking Account** statement cycles, rounded up to the nearest \$50 increment. The **Credit Line Amount** may be less based on your **Truist Associated Checking Account** history with a \$50 minimum **Credit Line Amount**.

Qualified Deposit(s) means any type of deposit of at least \$100 or more made to your **Truist Associated Checking Account** within one (1) of the prior two (2) statement cycles.

Available Credit is the difference between your **Credit Line Amount** and the total outstanding amount of all **Advances**.

Eligibility Requirements:

- You must be at least 18 years old in all states where this product is offered, except in Alabama where you must be at least 19 years old
- You must have a **Truist Associated Checking Account** (excludes accounts held by minors, Savings, Money Market, and Signature Advantage Brokerage accounts; IRAs; Trust, Bankruptcy, Business and Commercial accounts)
- You must be a United States citizen or a permanent US resident, and reside in one of the following states: Alabama, Arkansas, District of Columbia, Florida, Georgia, Indiana, Kentucky, Maryland, Mississippi, New Jersey, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, and West Virginia
- You must have maintained your **Truist Associated Checking Account** for at least six (6) months and had one (1) or more **Qualified Deposit(s)** (of at least \$100) credited to your **Truist Associated Checking Account** in one (1) of the prior two (2) statement cycles
- Your **Truist Associated Checking Account** must not be in a continuously overdrawn position for fifteen (15) calendar days or more at the time of **CASH RESERVE** enrollment or when making an advance request

If your **Truist Associated Checking Account** has a negative available balance before the advance is credited to your **Truist Associated Checking Account**, the **Advance** will first be used to bring your **Truist Associated Checking Account** balance positive before funds are available in your **Truist Associated Checking Account** for withdrawal. In order for the transaction to be materially beneficial, the **Advance** must bring your account balance to \$25 or greater. This means that if your **Truist Associated Checking Account** is overdrawn, you must request an **Advance** sufficient enough to bring your overdrawn **Truist Associated Checking Account** to at least a positive \$25 balance.

Interest:

- **Advances** are subject to an Annual Percentage Rate of 18%
- **Interest** is calculated using average daily balance of your **CASH RESERVE** account with minimum payments based on the amortization of the outstanding balance over four (4) months.

Repayment Terms: Advances may be repaid in two (2) ways:

- **Automatic Payment Option (repayment in 4 monthly installments):** if you choose this payment option, you authorize Truist to debit four (4) automatic installment payments from your **Truist Associated Checking Account**;
- **Manual Payment (repayment in 4 monthly installments):** you may elect to initiate your monthly payments manually; you can initiate payments from your **Truist Associated Checking Account** via online or mobile and the payment must be paid by the due date on your statement

Monthly Installment Payments: Your first three monthly installment payments will be in equal amounts; however, your fourth monthly installment payment amount may fluctuate and may be more than your previous payments, given multiple factors including, but not limited to: the date of your **Advance**, statement cycle dates, the number of days between payments received, and the outstanding principal balance, which applies to Automatic and Manual Payments.

Availability of Funds in your Truist Associated Checking Account: payments made to your **CASH RESERVE** will reduce the available funds in your **Truist Associated Checking Account** at the time the payment is made.

Cool-Off Status: If a payment is not received by the payment due date, your **CASH RESERVE** will be placed in a **Cool-Off Status**. You will be unable to take additional **Advances** until the past due amount has posted to your **CASH RESERVE**.

Important Information About CASH RESERVE

This Agreement and Disclosure Statement (the “**Agreement**”) for **CASH RESERVE** contains the general terms and conditions that will apply to your **CASH RESERVE** account. You have received a separate Bank Services Agreement for your **Truist Associated Checking Account**. Please read this agreement carefully and contact Truist with any questions. Your request for an Advance from your CASH RESERVE account will signify your acceptance to all of the terms of this agreement. Because the funds of each Advance will be deposited into your **Truist Associated Checking Account**, if there are 2 or more owners on your **Truist Associated Checking Account**, all such owners will be bound by this agreement and each will be jointly and severally liable for the Advances, because all will have access to and benefit from the Advances. This joint obligation on terms of this agreement will apply even to those **Truist Associated Checking Account** co-owners who do not initiate any Advances.

Eligibility for Advances from Your CASH RESERVE Account

ELIGIBILITY FOR ADVANCES: You will only be eligible to take an **Advance** from your **CASH RESERVE** account if (1) you and your **Truist Associated Checking Account** co-owners meet the eligibility criteria set forth on page 1 of this agreement, (2) your **Truist Associated Checking Account** is in good standing, and (3) the following conditions are satisfied:

- Your **Truist Associated Checking Account** is not owned by or held by trusts, conservators, guardians, custodians, and representative payees, as well as by businesses;
- You maintain a **Truist Associated Checking Account** in one of the states where Truist provides branch banking services, presently: Alabama, Arkansas, District of Columbia, Florida, Georgia, Indiana, Kentucky, Maryland, Mississippi, New Jersey, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, and West Virginia; Truist does not solicit enrollment in **CASH RESERVE** in any state other than those states in which Truist provides branch banking services, and Truist receives your enrollment and accepts your agreement in Truist’s home state, North Carolina;
- Truist must have received at least one (1) of your **Qualified Deposits** (of at least \$100) within one (1) of the prior two (2) statement cycles preceding your **Advance** request; and
- You and your **Truist Associated Checking Account** co-owners are in compliance with and not in default under the terms and conditions of this Agreement.

GOOD STANDING: (1) Your **Available Credit** on your **CASH RESERVE** is sufficient to bring your overdrawn **Truist Associated Checking Account** balance to at least a positive \$25 balance, and (2) your **Truist Associated Checking Account** is open and active and is not currently in a blocked, dormant, or closed status (for fraud, attempted fraud, garnishments and levies, or any other reason).

RESTRICTIONS: Even if you are otherwise eligible for **Advances** under the provisions immediately above, your access to **CASH RESERVE** may be restricted if any of the following events occur:

- If your **CASH RESERVE** is currently in a **Cool-Off Status** due to a missed payment; or
- If your **Truist Associated Checking Account** is continuously overdrawn for fifteen (15) calendar days or more, your account will not be eligible for an **Advance** until one (1) business day after your **Truist Associated Checking Account** balance becomes positive.

CASH RESERVE Access

AGREEMENT TERM AND TERMINATION: This **Agreement** will become effective when you accept an **Advance**. The **Agreement** will terminate if you do not make an **Advance** from your **CASH RESERVE** for a period of six (6) months. Either you or Truist may terminate this **Agreement** or suspend your credit privileges under this **Agreement** at any time, with or without cause. You will not be able to make any **Advances** on your **CASH RESERVE** after your credit privileges have been terminated or suspended. However, this **Agreement** will otherwise remain in full force and effect until you pay all sums due to Truist.

For joint **Truist Associated Checking Account** owners, either **Truist Associated Checking Account** owner may access the **CASH RESERVE** service. If a **Truist Associated Checking Account** owner wishes to make your **Truist Associated Checking Account** unavailable for **CASH RESERVE** or to reinstate the service after it has been terminated, the owner may call Truist Client Care at 844-4TRUIST (844-487-8478).

ADVANCES: You may request an advance via Truist online or mobile banking. The proceeds of each **Advance** will be deposited into your **Truist Associated Checking Account**. You may request multiple **Advances** up to your **Available Credit** on your **CASH RESERVE**.

You may take **Advances** in any whole dollar amount, up to your **Available Credit** on your **CASH RESERVE**. However, when you request an **Advance**, if your **Truist Associated Checking Account** is overdrawn, you must request an **Advance** sufficient enough to bring your overdrawn **Truist Associated Checking Account** to at least a positive \$25 balance. For example, if your **Truist Associated Checking Account** has a negative balance of \$52.55, your minimum **Advance** amount must be \$78 to remove the negative balance in your **Truist Associated Checking Account**. If the **Available Credit** on your **CASH RESERVE** was less than \$78, you would not qualify for the requested **Advance**.

If you find you are in a situation where the funds in your **Truist Associated Checking Account** may be insufficient to cover checks or other items you have already issued or are about to issue, you could consider requesting an **Advance** to avoid overdrawing your **Truist Associated Checking Account**. However, to successfully avoid the Overdraft Fee¹ or a declined transaction / returned item, your **Advance** must be requested and made before the overdraft situation occurs.

¹Overdraft fees are dependent on product type.

Repayment

MINIMUM PAYMENT: Truist must receive your minimum payment by the date it is due. Your minimum payment on your monthly statement may increase or decrease based on your advance and payment activity. You may make manual payments (defined below) greater than your required minimum payment. These additional manual payments will reduce the unpaid principal balance and the periodic interest charges that Truist adds to your **CASH RESERVE** balance.

PAYMENT TYPES:

- **Automatic Payment:** You can make payments by selecting the automatic payment option at the time the **CASH RESERVE** is established or any time thereafter. Automatic payments are debited from your **Truist Associated Checking Account** balance on the morning the payment is due. This debit immediately reduces the available balance of your **Truist Associated Checking Account**. If funds are insufficient at the time the automatic payment is initiated, Truist will attempt to retry the payment in two (2) calendar days. If funds are insufficient at the time of the second attempt, you are responsible for making a manual payment prior to the next due date.
- **Manual Payment:** You can make payments on outstanding **Advance** balances at any time. You may make manual payments via online or mobile banking, using funds from your **Truist Associated Checking Account**. Manual payments are debited from your **Truist Associated Checking Account** balance at the time you initiate the payment. This debit immediately reduces the available balance of your **Truist Associated Checking Account**.
- **NOTE: For all payment types,** If the total past due payment is not received before the next due date, both the past due amount and the current payment will be due on the next payment due date. If you are setup for automatic payment, this amount will be automatically debited from your Truist Associated Checking Account.
- **Forced Payment (Right of Offset):** If your **CASH RESERVE** account becomes past due or your **Truist Associated Checking Account** becomes continuously overdrawn in either situation outlined below, you are considered in default.
 - If your **Truist Associated Checking Account** has been continuously overdrawn for thirty-five (35) calendar days or greater, you authorize Truist to debit your **Truist Associated Checking Account** for the entire outstanding balance of your **CASH RESERVE** account plus any outstanding interest. Forced Payment of your **CASH RESERVE** account may increase your negative **Truist Associated Checking Account** balance as outlined in this Agreement unless prohibited by law. **OR**
 - If your **Truist Associated Checking Account** has **not** been continuously overdrawn for 35 days or greater and your **CASH RESERVE** account becomes past due by at least forty-five (45) calendar days, you authorize Truist to debit your **Truist Associated Checking Account** for the entire outstanding balance of your **CASH RESERVE** account plus any outstanding interest. Forced Payment of your **CASH RESERVE** account may increase your negative **Truist Associated Checking Account** balance as outlined in this Agreement unless prohibited by law.

Note: If a forced payment occurs, your existing **CASH RESERVE** account will be closed, and you will be required to re-qualify to enroll in **CASH RESERVE**. Once you have met all the required qualifications, a new enrollment offer will be displayed in your online or mobile banking no sooner than 60 days from the forced payment event.

Additional collection efforts are outlined in the "Default and Remedies" section below.

Application of Payments

Truist will apply all payments to **Advances** in chronological order, with payments being directed to the oldest outstanding **Advance** first. Truist will apply payments first to any unpaid interest and then to the unpaid principal of each **Advance**.

Default and Remedies

You will be in default of this **Agreement** if any of the following circumstances occur:

- If you move to a state where Truist does not offer **CASH RESERVE**
- If you fail to meet the eligibility criteria specified in the eligibility section of this **Agreement**
- If you violate any terms of the Bank Services Agreement for your **Truist Associated Checking Account**
- If you have committed fraud or made any material misrepresentation in connection with your **CASH RESERVE** or your **Truist Associated Checking Account**
- If you fail to meet the repayment or any other terms of this **Agreement**
- If you take, or fail to take, any action that adversely affects Truist's security interest in your **Truist Associated Checking Account**
- If your **Truist Associated Checking Account** is closed and an outstanding **CASH RESERVE** account balance remains
- If you close your **CASH RESERVE** account and an outstanding **CASH RESERVE** account balance remains

In addition to the actions Truist may take based on your failure to meet the **Eligibility Requirements**, your right to obtain an **Advance** may be suspended. If you default on this **Agreement**, Truist will have the following rights and remedies, including but not limited to:

- Truist may require that you immediately pay all amounts owed under this **Agreement**, even if the amount(s) are not otherwise due
- Truist may apply the right of offset against the **Truist Associated Checking Account** or against any other account(s) you may have with Truist
- Truist may terminate or suspend your right to obtain further **Advances** under this agreement
- Truist may pursue any other method permitted by law to collect a debt

Change in Terms

Truist reserves the right at Truist's sole discretion to change or add to the terms of this **Agreement** at any time by providing notice to you of such changes. Unless Truist otherwise states in its notice to you, any changes Truist may make will apply to all future **Advances**. You may decline to accept any change in these terms either by requesting that Truist close your **CASH RESERVE** account as soon as all amounts owed under this **Agreement** have been repaid, or simply by not requesting any further **CASH RESERVE Advances** after the effective date of the change.

Miscellaneous

APPLICABLE LAW: Except as expressly set forth in the Arbitration Provision of this **Agreement**, this **Agreement** and the interpretation and enforcement thereof (including but not limited to the exportation of interest rates) will be governed by Federal law applicable to Truist and, to the extent not preempted by Federal law, the laws of the State of North Carolina without regard to its conflicts of law provisions and principles. If there is ever a question about whether any provision of this **Agreement** is valid and enforceable; however, the provision that is questioned will be governed by the State or Federal law which would find the provision to be valid and enforceable. If there is any conflict between any of the terms and conditions of this **Agreement** and applicable Federal or State law, this **Agreement** will be considered changed to the extent necessary to comply with the applicable law. You agree that all terms of this **Agreement** are material to the determination of interest. Truist accepts this **Agreement** in its home state, North Carolina.

ADDITIONAL PARTIES: By adding a person to your **Truist Associated Checking Account** you grant such person the authority to initiate **Advances** under this **Agreement**, and to inform such person of their obligations under this **Agreement** for all **Advances** taken under this **Agreement** after they have become a co-owner of your **Truist Associated Checking Account**.

COLLECTION COSTS: You agree to pay the costs, including reasonable attorneys' fees, Truist incurs to collect this debt in the event of your default, as authorized by applicable laws.

SHARING OF INFORMATION: Truist may, to the extent and in the manner permitted by applicable law, communicate information about our experiences and transactions with you to consumer reporting agencies, our affiliates, and others who may properly receive that information. You may refer to our Privacy Policy for more details about how Truist collects, uses, retains, discloses, and safeguards information about you and your account. Truist's Privacy Notice is provided when you establish a customer relationship with Truist or at other times required by law. You may request an additional copy of our Privacy Policy by calling Truist at 844-4TRUIST (844-487-8478) or sending a written request to Truist at Truist Privacy, PO Box 4418, Mail Code 0663, Atlanta, GA 30302-4418.

WAIVER: Truist's failure to exercise, or Truist's delay in exercising, any of Truist's rights under this **Agreement** for any reason will not mean that Truist will be unable to exercise those rights later.

SEVERABILITY: The invalidity of any provision of this **Agreement** will not affect the validity of any other provision.

ENTIRE AGREEMENT: This **Agreement**, as modified by any change in terms Truist may deliver from time to time in accordance with applicable law, constitutes the entire **Agreement** between you and Truist, and supersedes any prior negotiation or understanding between you and Truist concerning the subject matter of this **Agreement**. Section headings are for convenience only and are to be disregarded when interpreting this **Agreement**.

ILLEGAL TRANSACTIONS: Any financial service Truist provides may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and that Truist may terminate any such financial service and/or other related services at Truist's discretion. You will remain responsible for paying for a transaction, even if it is not permissible. If any illegal use occurs, you also agree to waive any right to sue Truist for such illegal use or any activity directly or indirectly related to it and indemnify and hold Truist harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

MILITARY LENDING ACT: The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply to Covered Borrowers under the Military Lending Act. If you would like more information about whether you are a Covered Borrower and whether this section applies to you, please contact us at 1-800-848-8372.

Statement of MAPR - Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

Oral Disclosures - In order to hear important Military Lending Act disclosures and payment information provided in this Note, please call 1-800-848-8372.

Applicability of Jury Trial Waiver, Class Action Waiver, and Arbitration Provision - The Jury Trial Waiver, Class Action Waiver, and Arbitration Provision set forth in this Note do not apply to Covered Borrowers under the Military Lending Act.

Arbitration

MUTUAL ARBITRATION AGREEMENT. READ THIS PROVISION CAREFULLY BECAUSE IT HAS A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. THIS ARBITRATION AGREEMENT DOES NOT APPLY IF, AS OF THE DATE OF THIS AGREEMENT, YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, IN WHICH CASE THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU, PLEASE CONTACT US AT 1-800-848-8372.

For any Claim subject to arbitration, neither you nor Truist 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.

Arbitration Provision Definitions

CLAIMS SUBJECT TO ARBITRATION: A "Claim" subject to arbitration is any claim, cause of action, dispute, or controversy between you and Truist (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 **Agreement**, any transaction conducted with us in connection with the account or this **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 Truist, 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 **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 **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 **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

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.

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.

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.

The arbitration will be administered by JAMS, 18881 Von Karman Ave., Suite 350, Irvine CA 92612, www.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.

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.

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 **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 **Agreement**, the administrator's rules, or applicable law. A judgment on the award may be entered by any court having jurisdiction.

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.

THIS ARBITRATION AGREEMENT DOES NOT APPLY IF, AS OF THE DATE OF THIS AGREEMENT, YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, IN WHICH CASE THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU, PLEASE CONTACT US AT [1- 800-848-8372].

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 **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 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 and Class Action Waiver

UNLESS YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND TRUIST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF THIS 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

UNLESS YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND TRUIST HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS 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.

Your Billing Rights

KEEP THIS NOTICE FOR FUTURE USE. This notice tells you about your rights and Truist's responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT: If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

IF YOU THINK THERE IS AN ERROR ON YOUR STATEMENT: You must write to Truist at:

- Truist Bank, 303 Peachtree Street, 14th Floor, Atlanta, Georgia 30308
- Attn: Cash Reserve

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error

If you need more information, describe the item you are not sure about. If you have authorized us to pay your payment automatically from your **Truist Associated Checking Account**, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us at least five (5) business days before the automatic payment is scheduled to occur.

WHAT WILL HAPPEN AFTER TRUIST RECEIVES YOUR LETTER: We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including interest, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any interest related to any questioned amount. If we did not make a mistake, you may have to pay interest, and you will have to make up any missed payments on the questioned amount.

In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you refuse to pay, we must tell anyone we report you to that you have a question about your statement. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.