Business Credit Card Account Agreement

Section 1: Your Agreement with Us

This Business Credit Card Account Agreement (“BCCAA”) governs your Truist Business Credit Card Account with Truist Bank (“Truist” or “Bank” or “we” or “us” or “our”); the Organization’s contract with Truist is collectively comprised of and incorporates by reference this BCCAA, the Truist Business Credit Card Terms and Disclosures, any rewards program terms and conditions, the Organization’s application, Statements, change in terms notices, and the documents that accompany the delivery of the Organization’s Card(s), including any of these that may be amended from time to time (collectively herein referred to as the “Agreement").

The Agreement is effective upon the earlier of: (i) thirty days after we open the Account and issue Card(s) to you or (ii) the first use of a Card or the Account by you or any Authorized User.

Unless otherwise specified, capitalized terms shall have the meanings ascribed to them within this BCCAA.

Entire Agreement

The Agreement constitutes the entire Agreement between the Organization and Truist regarding the Account and supersedes any prior negotiation or understanding between the Organization and Truist concerning the subject matter of the Agreement. The Agreement may be amended from time to time in accordance with applicable law and by any change in terms that Truist will deliver to you (in writing (including email), in a Statement, or via an update to Agreement terms that we publish at Truist.com (www.Truist.com).

Truist will issue and deliver the Card(s) to the Organization or Cardholder(s) as requested by the Organization. The Organization and Guarantor(s) are liable for all Transactions made through the use of Account (including through use of a Card(s) associated with the Account) and all outstanding Balances.

Communications Consent

You expressly consent and agree that Truist and our affiliates, agents, assignees, and service providers may use written, electronic, or verbal means to contact you about the Cards and the Account. This consent includes, but is not limited to, contact by any of the following: manual calling methods, prerecorded or artificial voice messages, text messages, emails, or automatic telephone dialing systems.

You agree that Truist and our affiliates, agents, assignees, and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

For any wireless (mobile phone) number you provide, you represent that you are the subscriber or are authorized to consent to these communications on behalf of the subscriber. You agree that Truist may monitor and record any telephone calls to assure the quality of our service or for other business reasons. You agree to advise us if your contact information changes.

Some of the legal purposes for calls and messages you may receive from Truist include: suspected fraud or identity theft; obtaining information related the Account; transaction or servicing of your Account; collecting on the Account; and providing information about services related to your Account.

Section 2: Your Account

Account Use

You agree that the Account and each Card will be used for authorized business purposes only and may not be used for personal, family, or household purposes. You and your Authorized User(s) may only use the Account (including Card(s)) to make legal Transactions.

Authorized Users

Any person you authorize to use a Card or the Account is an Authorized User. We may require certain personal information about the Authorized Users identified by the Organization. To the extent allowed by applicable law, the Organization and Guarantor(s) are liable for all use of the Card(s) and the Account by each and every Authorized User(s) and anyone else you or an Authorized User allows (directly or indirectly) to use the Card(s) or the Account. The Organization is responsible for identifying/setting the spending limits (i.e., access to the Account credit) for each Authorized User and shall communicate the same to Truist. Using our sole discretion and without prior notice, we may limit the ability of any Authorized User to use the Card(s) or the Account. Each Cardholder is an Authorized User, but one does not need to be a Cardholder to be an Authorized User. Truist requires that each Guarantor and Authorized Signer associated with the Account has an open and active Card related to the Account.

Unassigned Cards

“Unassigned Cards” are Cards issued in the name of the Organization only (i.e., without designating a specific individual Cardholder name). Upon the Organization's request, Truist may issue one or more Unassigned Cards related to the Account. Notwithstanding anything stated herein to the contrary, the Organization hereby acknowledges that the issuance and use of Unassigned Cards poses substantially increased security and fraud risks. By requesting an Unassigned Card, the Organization expressly acknowledges that Truist strongly advises against the use of Unassigned Cards under any circumstances and the Organization confirms that the Organization understands the risks associated with Unassigned Cards and the Organization unequivocally agrees to accept all associated liability for use of each and every such Unassigned Card related to the Account. The Organization is entirely responsible for the security and usage of each and every Unassigned Card related to the Account. Truist is not liable if any merchant refuses to accept or honor the attempted use of an Unassigned Card by the Organization.

If Organization has fewer than ten (10) cards issued to it related to the Account, the Organization agrees to immediately discontinue the use of and destroy each and every Unassigned Card; the Organization must immediately notify Truist of the foregoing.

Illegal Transactions

You must not use, or attempt to use, the Card(s) or the Account for any illegal activity. You agree to pay Truist for all Transactions made using the Card(s) and Account, plus any fees, interest charges, Balances, and other amounts associated with or due on the Account. It is not Truist's responsibility to make sure you and the Cardholders only use the Account for legal Transactions; you are responsible for paying for all Transactions made on the Account, regardless of whether they are legal. Truist will not be liable if you or any Authorized User or Cardholder engages in an illegal Transaction or activity related to the Account. If any illegal use or activity occurs related to the Account, you also agree to waive any right to sue Truist for such illegal use or any activity directly or indirectly related to it; you also agree to indemnify and hold Truist harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

Truist Not Obligated to Authorize a Transaction

Truist may decline to authorize any Transaction for any reason. Truist may also reject payment on any Convenience Check. Truist is not liable for any consequences as a result of these actions. Truist is also not responsible for any losses you incur if anyone refuses to accept your attempted use of the Account, a Balance Transfer request, a Convenience Check, or a Card for any reason.

Credit Limits

The Account will be assigned a revolving Total Credit Limit applicable to the collective use of the Account across all Card(s). Truist may also allow the Organization to set credit limit controls for each Cardholder Account, including by Transaction type (e.g., Cash Advances). We may also assign different credit limits for the different Transaction types you may make on the Account. The Organization is responsible for keeping track of all Balances and available credit associated with the Account. The Organization must manage the Account to remain below the Total Credit Limit and any other credit limit controls imposed on the Card(s) or the Account.

Truist will assign a portion of the Total Credit Limit to be available for the Organization to make Cash Advances; this is known as the Cash Advance Credit Limit for the Account. However, before the Organization may use Cash Advances as a Transaction type available for Account use, the Organization must expressly notify the Bank of this election; this can be done by calling 844-4TRUIST (844-487-8478) or making the request in person at a Truist branch.

This Cash Advance Credit Limit may be modified by the Bank from time to time in its sole discretion, based on a number of risk-based factors. The Organization may also decide to limit or temporarily suspend Cash Advances related to the Account in consultation with Truist. Once assigned, the Organization may only make Cash Advance Transactions up to the assigned Cash Advance Credit Limit. Although you may have credit available within your Cash Advance Credit Limit, Truist may choose in its sole discretion not to authorize such a Transaction.

You may be authorized to exceed your assigned Total Credit Limit. In certain circumstances, Truist may ask for additional financial records or information from you, an Authorized User, or a Cardholder to authorize a Transaction.

If Truist allows you to exceed the Total Credit Limit (or, for instance, a credit limit control set for an individual Cardholder Account), you will be required to pay, as part of the Minimum Payment, the entire amount by which your New Balance exceeds the Total Credit Limit; in the instance where a Cardholder has been permitted to exceed the credit limit control set for the individual Cardholder Account, you will be required to pay the entire amount of the New Balance attributable to that Cardholder Account in excess of the credit limit control.

Credit Limit Increases and Decreases

From time to time, Truist may use its sole discretion to either increase or decrease the Total Credit Limit on the Organization's Account, without prior notice. We may also increase, decrease, restrict, or cancel the credit limit on any Transaction type at any time. This will not affect your obligation to pay us.

Promotional Convenience Checks

You are obligated to pay Truist for any Convenience Check used to access the Account and that Truist honors. Truist may refuse to issue Convenience Checks or refuse to authorize any Transaction involving the use of Convenience Checks already issued. Once a Convenience Check has been posted to the Account, Truist will not be able to reverse the payment. Any promotional terms applicable to a Convenience Check will be included in the promotional offer provided with the Convenience Check. You must take reasonable steps to prevent the Unauthorized Use of any Convenience Checks issued to you or a Cardholder/Authorized User for use in connection with the Account. We may not honor a Convenience Check after the expiration of the promotional offer; these Convenience Checks will be returned as an unpaid item. If we authorize a Convenience Check to post to the Account after the expiration of the promotional offer, the Cash Advance APR and Cash Advance fee disclosed on the Business Credit Card Terms and Disclosures would apply to the amount of that Convenience Check.

You will earn no rewards or other incentives of any kind on any Transaction made using a Convenience Check.

Section 3: Amendment

Amendment Changes

Truist may add, delete, or change any term of the Agreement, unless we are prohibited by law from doing so. We will give you notice of any changes as required by law. Changes to the Agreement will be automatically effective on the date Truist specifies or provides an updated Agreement, except as otherwise provided in any change in terms notice Truist provides. Unless otherwise specified within the notice, you are bound by changes to the Agreement as of the date notice is given. In our sole discretion, we may notify you of changes to the Agreement on your Organization's Statement, by letter or email, online at Truist.com (www.Truist.com), or in any other separate manner of our choosing. The notice will describe any rights you have in connection with the changes to the Agreement.

Governing Law

The Agreement is binding upon the permitted assigns and successors of the Organization. Except as expressly set forth in the Arbitration Provision of this BCCAA, the 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 any part of the Agreement is unenforceable, the remaining parts will remain in effect. You agree that all terms of the Agreement are material to the determination of interest. Truist accepts the Agreement in the state of North Carolina.

Section 4: Interest Charges

The Organization and each Guarantor are obligated to pay for all Transactions made using the Card(s) and Account, plus any fees, interest charges, Balances, and other amounts associated with or due on the Account (including all amounts reflected on each and every Cardholder Account associated with the Account).

Transactions and the fees and interest charges associated with those Transactions will generally be listed in sequential order by posting date within the Statement(s) we send regarding use of the Account.

Truist offers two (2) types of billing methods to our Truist Business Credit Card clients: Centrally-Billed Accounts and Individually-Billed Cardholder Accounts. Please review the descriptions below very carefully because they explain how each method impacts the way in which we calculate and communicate the rates, fees, costs, and Balances owed by the Organization and Guarantors under the Agreement.

Centrally-Billed Accounts

- If the Organization selects this billing method, Truist sends the Organization a single billing Statement reflecting the total outstanding Balance(s) for all use of the Account across the Organization during the Billing Cycle. The New Balance listed on a Statement sent to the Organization is the total amount due on the Account for that Billing Cycle.
- Truist will establish a "Billing Account" that is associated with the Account to facilitate all payments by the Organization related to use of the Account. Individual Cardholders may receive memo Statements reflecting Card use, interest, and fees but they are not responsible for making any payments.

Individually-Billed Cardholder Accounts

- This billing method requires that one individual Cardholder Account be designated by the Organization as the "Primary Account" for the Organization at the time of the Organization's Account opening; unless otherwise directed by the Organization, the first Cardholder Account opened will be the Primary Account. If applicable, the Annual Fee assessed against the Organization is assessed on the Primary Account.
- If the Organization requests the Individually-Billed Cardholder Account billing method, the Organization will not receive a consolidated billing Statement reflecting the total outstanding Balance(s) for all use of the Account across the Organization during the Billing Cycle.
- Instead, Truist will send a billing Statement to each individual Cardholder in the Organization; this "Cardholder Account" Statement will reflect the portion of the Organization's total outstanding Transactions, fees, interest charges, Balances, and other amounts owed by the Organization attributable to that individual Cardholder's use of a Card under the Account during the Billing Cycle.
- The Organization understands and acknowledges that Truist's decision to send individual Statements regarding Cardholder Accounts is done as a convenience to the Organization; while a Cardholder may pay on behalf of the Organization for the Cardholder Account Statement billed to them each Billing Cycle, the Organization nevertheless remains entirely liable for all amounts billed on these Statements.
    - The Organization may review all activity reflected on each Statement for each individual Cardholder Account and make payments by accessing the Organization's Account using Truist's online account management platform.
    - Unless specified otherwise within the Agreement, we will calculate the Transactions, fees, interest charges, Balances, and other amounts owed by Organization/Guarantor(s) on Individually-Billed Cardholder Accounts using the same calculation methods described below as applicable to the Organization's Account, but with calculations based on the individual Cardholder's use of their Card for each Cardholder Account instead of at the Organization level.

- For example, if the Cardholder (or Organization) fails to pay the entire New Balance on a given Cardholder Account by the Due Date on that Cardholder Account Statement, that individual Cardholder Account may be assessed a Late Payment fee and have the Penalty APR apply to the Cardholder Account.

Calculating Interest Charges

Annual Percentage Rate (APR) refers to the cost of your Account's credit as a yearly rate.

We use APRs to calculate the interest charges on your Account. Different APRs may apply to different Transaction types (e.g., Purchases, Balance Transfers, Cash Advances) and are disclosed to you on the Truist Business Credit Card Terms and Disclosures.

A variable APR is an APR that can change each Billing Cycle. We use the term "Prime Rate" to refer to the rate we add to the margin(s) we disclose below when we calculate the variable APR applicable to each Transaction type for a Billing Cycle. The Prime Rate used to determine your APRs is a variable rate announced by Truist Bank from time to time and identified as the Prime Rate and is subject to change periodically. To obtain information about current rates, contact your local Truist branch office, write: Truist, P.O. Box 698, Wilson, NC 27894-0698, call 844-4TRUIST (844-487-8478), or see the [Truist.com Business Credit Card Page (www.truist.com/small-business/credit-cards)](www.truist.com/small-business/credit-cards). If the Prime Rate is no longer available, Truist will choose a new index and notify you as required by applicable law.

Prime Rate changes will be effective on the Billing Cycle that commences on or after the first day of the next succeeding month after the Prime Rate is published. (For example, if a new Prime Rate is published on June 28th, the new APR would be effective as of the first day of the Billing Cycle that commences July 1 or after). A Prime Rate increase will increase the applicable variable APR, which may increase the applicable Minimum Payment.

To calculate the Average Daily Balance: Truist adds the outstanding daily Balance (including new Transactions) and periodic interest charges, fees, and unpaid interest charges while deducting payments and credits; this is done for each Transaction type for each day in the Billing Cycle. We may make additional adjustments, as appropriate, subject to applicable law (e.g., when a Transaction is disputed). This gives us the daily Balance for each Transaction Type. Truist then adds all of the daily Balances for each separate Transaction type on the Account for each day of the Billing Cycle and divides that total amount by the number of days in the Billing Cycle. This results in the Average Daily Balance for each Transaction type for the Billing Cycle.

To calculate the periodic interest charges on the Account: Truist first determines the Daily Periodic Rate (DPR) for each Transaction type by taking the applicable APR and dividing it by 365 (366 days during leap year). Truist then multiplies the DPR for each Transaction type by the Average Daily Balance within that Transaction type and the resulting figure by the number of days in the Billing Cycle (DPR x Average Daily Balance x # of days in Billing Cycle). We then total all of the interest charges for each Transaction type. This is the total interest charge for the Billing Cycle.

Certain Transaction types may have multiple APRs applicable to different Balances of the same Transaction type (e.g., when you have a Balance Transfer Balance subject to a promotional APR and one not subject to a promotional APR). We consider a credit balance as a balance of zero when calculating interest on that Balance.

We add each new Purchase, Balance Transfer, Cash Advance, or Cash Advance for Overdraft Protection Transfer, if applicable, to the daily balance on the date of the Transaction, or a later date of our choice. We add a new Convenience Check to the daily balance on the date the payee deposits the check or a later date of our choice. We add fees on any of the following dates (at our sole discretion): (i) the date of the related Transaction, (ii) the date the transaction is posted to your Account, or (iii) the last day of the Billing Cycle.

Grace Period

You will not pay interest charges on new Purchases if you pay the entire New Balance by the Due Date shown on the Statement applicable to the Account (or Cardholder Account, as applicable). The Grace Period will remain in effect if you pay the New Balance by the Statement Due Date each Billing Cycle for each Card associated with the Account. You will lose the Grace Period for the Account (or Cardholder Account, as applicable) if you do not pay the entire New Balance in a given Billing Cycle for each Card associated with the Account.

To regain your Grace Period on your Account (or, in Individually-Billed Accounts, the individual Cardholder Account) after you lose it, you must pay the entire New Balance by the Due Date for two (2) consecutive Statements. If you lose your Grace Period on Purchases for which the Grace Period previously applied, you will owe interest charges on all unpaid Balance(s). Interest on Purchases will begin to accrue from the last day of the Billing Cycle in which you failed to pay your New Balance in full. For all Transactions made on the Account after you lose your Grace Period, you will pay interest from the Transaction Date until you regain the Grace Period for Purchases.

Additional information about the Grace Period is detailed within the Business Credit Card Terms and Disclosures.

Purchases

If you pay the entire New Balance(s) on the Statement in full and by the Due Date each Billing Cycle, you will have a Grace Period on any new Purchases that are reflected for the first time on the current Statement the Account (or Cardholder Account, if applicable). There is no interest charge on Purchases if the Grace Period is in effect; new Purchases will not be subject to an interest charge during any Billing Cycle in which Grace Period applies.

If you revolve any Balance (i.e., do not pay your entire Account Balance(s) in full by the Statement Due Date each Billing Cycle), all Transactions and Balances, including those for Purchases, will be charged interest from the date the Transaction(s) posted to your Account.

Cash Advances

The following uses of a Card or the Account will be considered a Cash Advance Transaction: obtaining cash from an automated teller machine (ATM); a Convenience Check that posts to the Account after the expiration date of the promotional offer associated with that Convenience Check; receiving a Cash Advance via Card use at a bank or other terminal; a Cash Advance for Overdraft Protection Transfer; or in any other way using a Card or the Account to obtain an item that Truist considers a cash equivalent.

Cash Advance Balances will incur an interest charge from the date the Cash Advance is posted to your Account. Cash Advances are also charged an applicable Cash Advance fee as disclosed within the Business Credit Card Terms and Disclosures.

You will earn no rewards or other incentives of any kind on any Cash Advance.

Important note regarding use of ATMs for Cash Advances: Before the Organization (or any Cardholder or Authorized User) may use a Card or the Account to obtain cash from an ATM, the Organization must first submit to Truist a request for access to this functionality; this can be done by calling 844-4TRUIST (844-487-8478) or making the request in person at a Truist branch.

Once Truist has approved this access, Truist will distribute to the Organization (or the Cardholder) a personal identification number (PIN) that may be used to access certain ATMs to obtain Cash Advances if the Account is in Good Standing. Truist may establish separate ATM Cash Advance daily limits (e.g., for each Card) and restrict the number of daily Transactions for Cash Advances from time to time. The Organization must ensure that the Organization and any Authorized User(s) and Cardholder(s) abide by all applicable federal, state, and local laws and regulations as well as the terms, conditions, rules, and regulations established by Truist with respect to ATM use, as may be amended from time to time. The Organization agrees that charges imposed by third parties for use of their ATMs will also post to the Account as a Cash Advance.

Cash Advance for Overdraft Protection Transfer

If you elect to link an eligible Truist Business checking account, savings account, or money market account to the Account for overdraft protection (the “Protected Account”), funds will be transferred from the Account (the “Protector Account”) into the Protected Account when checks, bill pay, or other debit transactions would cause the Protected Account to be overdrawn if those transactions are paid.

Transfers will be made in exact increments from the Protector Account to the Protected Account. We consider each of these Transactions a Cash Advance for Overdraft Protection Transfer.

If your Account does not have sufficient available credit to cover the entire amount of the overdraft on the Protected Account, we may make a Cash Advance for Overdraft Protection Transfer to pay individual debit items up to the amount of the Total Credit Limit available on the Account. We may also choose to not authorize a Cash Advance for Overdraft Protection Transfer at all.

We will also charge a Cash Advance for Overdraft Protection Transfer fee for each such Transaction; we will assess this fee as disclosed within the Business Credit Card Terms and Disclosures. Cash Advance for Overdraft Protection Transfers will be posted to the Account on the Transaction Date. You will pay interest on these Cash Advances from the date these Transactions post to the Account. You will earn no rewards or other incentives on these Transactions.

Foreign Currency Exchange

If you make a Transaction in a foreign currency using a Card or the Account, the applicable Card Association Networks will convert the Transaction amount into U.S. dollars. The Card Association Network will use its own currency conversion procedures; Truist does not perform this conversion and we do not adjust the currency exchange rate. The conversion rate in effect on the processing date may differ from the rate in effect on the Transaction Date.

Balance Transfers

All Balance Transfer requests are subject to the Agreement. For each Balance Transfer Transaction, we will charge the Balance Transfer APR and the Balance Transfer fee as detailed in your Business Credit Card Terms and Disclosures. From time to time, we may offer a promotional APR for Balance Transfers; in these cases, we will provide the terms of the offer and the circumstances under which they will apply. All such promotional offers are subject to the terms of the Agreement unless we expressly state otherwise in the promotional offer.

You may not make a Balance Transfer using the Account to pay on any Truist loan (including other credit cards). Additionally, you may only transfer balances that are for authorized business purposes only; you may not transfer balances that include personal, family, or household debt.

Balance Transfer requests will generally be processed in the order in which they are requested. We will not process a Balance Transfer unless you have sufficient available credit on the Account to cover each requested transfer in full (including any associated fee(s)). Balance Transfers requested at the time your Account is opened will be held for at least ten (10) days.

It may take varying lengths of time (up to three (3) weeks) for Balance Transfers from your Truist Account to be credited to the designated recipient account(s). Please continue to pay at least the minimum amount due on the designated recipient account until the Balance Transfer amount appears on the billing statement from that creditor(s). It is your responsibility to pay any remaining debt obligations on the designated recipient account(s).

You will pay interest on Balance Transfers from the date these Transactions post to the Account. You will earn no rewards or other incentives of any kind on any Balance Transfer.

If you revolve a Balance (i.e., do not pay your entire Account balance in full by the Statement Due Date each Billing Cycle), all Transactions and Balances, including Purchases, will be charged interest from the date they posted to your Account.

Promotional Offers and Their Balances

Truist may from time to time offer you a promotional APR or promotional fee on certain Transaction types through promotional offers. If you accept a promotional offer, the resulting Balance will be subject to the terms of that specific promotional offer and the Agreement. Any new or different terms of the promotional offer that differ from what has previously been disclosed to you in the Truist Business Credit Card Terms and Disclosures or the Agreement (such as the applicable APR, effective dates, and other special terms), including any applicable fees, will be detailed within the promotional offer materials. If you fail to timely pay the Minimum Payment once, all promotional APRs applicable to the Account (or Cardholder Account, as applicable) may cease and the applicable non-promotional APR for that/those Transaction type(s) may be applied to those Balances.

Section 5: Additional Fees

The conditions under which certain fees will apply to the Account are set forth below and in the Truist Business Credit Card Terms and Disclosures applicable to the Account. Depending on whether the Organization has selected either Centrally-Billed Accounts or Individually-Billed Cardholder Accounts for its billing method, there may be differences in the applicable fees.

For Centrally-Billed Accounts, each of the below-listed fees is applied to the Organization's billing Statement. For Individually-Billed Cardholder Accounts, each of the below-listed fees is reflected on each Cardholder's Cardholder Account Statement, as applicable, unless otherwise indicated.

Annual Fee

If we assess an Annual Fee for the Account, this fee will be assessed annually (approximately every 12 months) and will be added to the Purchase Balance for the Account. If you close the Account and have paid it in full before the date on which we had scheduled to assess the Annual Fee, you will not be assessed an Annual Fee for the Account. For Individually-Billed Cardholder Accounts, this fee is applied to the Primary Account designated for the Organization. As applicable, the Annual Fee will be charged as detailed in your Truist Business Credit Card Terms and Disclosures.

Balance Transfer Fee

If a Balance Transfer posts to the Account, we will charge the Balance Transfer fee as detailed in your Business Credit Card Terms and Disclosures.

Cash Advance for Overdraft Protection Transfer Fee

If a Cash Advance for Overdraft Protection Transfer posts to the Account, we will charge the Cash Advance for Overdraft Protection Transfer fee as detailed in your Business Credit Card Terms and Disclosures.

Cash Advance Fee

If a Cash Advance posts to the Account, we will charge the Cash Advance fee as detailed in your Business Credit Card Terms and Disclosures.

Late Payment Fee

If Truist does not receive at least the Minimum Payment by its Due Date as shown on the Organization's Statement or Cardholder Account Statement, as applicable, Truist will assess a Late Payment fee as detailed in your Business Credit Card Terms and Disclosures; this fee will be assigned to the Purchase Balance for either the Cardholder Account Statement or the Organization's Statement, as applicable.

Returned Payment Fee

If you make a payment that is not honored by your financial institution (i.e., a returned payment), we will assess a Returned Payment fee as detailed in your Business Credit Card Terms and Disclosures. If Truist resubmits a returned payment and your financial institution subsequently honors it, Truist may still assess a Returned Payment fee. This fee will be assigned to the Purchase Balance for either the Cardholder Account Statement or the Organization's Statement, as applicable.

Foreign Transaction Fee

If a Transaction posts to the Account and has required a foreign currency conversion by the Card Association Networks, we will assess a Foreign Transaction fee as detailed in your Business Credit Card Terms and Disclosures. This fee will be assigned to the Purchase Balance for either the Cardholder Account Statement or the Organization's Statement, as applicable.

Section 6: Making Payments

Monthly Payments

Your monthly payment Due Date will vary month to month. Your monthly Due Date is your Statement Closing Date plus 25 calendar days. Your Statement Closing Date can be found on your monthly Statement.

Payment Instructions

You or a Cardholder or an Authorized User may make payments on the Account in any of the following ways:

- At any Truist branch during normal business hours.
- By calling the Truist Contact Center at 844-4TRUIST (844-487-8478).
- By using Truist Business Online.
- By mail at the address listed on the payment coupon within the Statement – please allow at least five (5) business days for delivery.

The payment date is the date that Truist receives the payment. Payments must be received by 11:59 pm ET to be credited same day. To ensure your payment is received and applied correctly, please follow these instructions.

- Payment must be in U.S. dollars, but not in cash unless the payment is made at a Truist branch.
- Payment must come from a U.S. deposit account or cashier's check drawn on a U.S. financial institution.
- Payment must not include restrictive language (e.g., "payment in full") or other language attached to the payment; (note: Truist may accept any payment with restrictive language without losing our rights).
- Payment cannot come from a credit account that Truist provides you (e.g., a Convenience Check, Cash Advance, or Balance Transfer made on this Account).
- Payment in a paper form (such as a check, money order, or cashier's check) must include the payment coupon from the Statement or have the Account number (or Cardholder Account number, if applicable) written on the payment.
- Payment that is mailed should be sent to the address listed on the payment coupon within the Statement.

Any failure to comply with these instructions may cause your payment to be delayed. This delay may result in additional charges and possible suspension/closure of the Account.

Making Payments and What Happens if You Pay Late

Truist sends monthly Statements detailing Account activity for each Billing Cycle in which the Account has a balance of more than $5.00. You have the option of paying in full the New Balance shown on each Statement or paying in installments that at least equal the amount of the Minimum Payment as shown on the Statement; this will be reflected on the Organization's Statement or on each of the Cardholder Account Statements, if applicable.

If the New Balance is between $5.00 and $20.00, the Minimum Payment will be the same as the New Balance. If the New Balance is below $5.00, you will not have a Minimum Payment due for that Statement. Otherwise, the Minimum Payment will be the greater of: (i) $20.00; or (ii) the collective sum of all interest charges, any Late Payment fee assessed, plus all amounts in excess of the Total Credit Limit, plus any past due amounts, plus 1% of the New Balance on the Statement. If you pay more than the Minimum Payment, you still must make the Minimum Payment on subsequent Statements until you have fully paid what you owe to Truist related to the Account. You must pay in U.S. dollars, without restrictive terms, and in accordance with the payment instructions.

How Truist Will Apply Payment

Generally, Truist will apply your payment to the outstanding amounts for each of the following categories in this order: interest, fees, then Balances. We typically apply the payment to these respective categories in order based on the lowest applicable APR to the highest applicable APR for the Transaction type of that interest, fee, or Balance. We may not always apply the payment in this exact order and will use our sole discretion in determining how to apply your payment. We may delay the availability of credit until we confirm that your payment has cleared.

Section 7: Account Closure, Default, Organization's Affirmative Obligations

Termination/Closure/Suspending the Account

You may close your Account at any time. We may require the Organization to provide a closure request in writing. The Organization may cancel any Card at any time by calling the Truist Contact Center at 844-4TRUIST (844 487 8478), making the request in a branch, or through our online card management platform.

Except as otherwise required by applicable law, Truist has the right to terminate or suspend your ability to use the Account, any Card, or any feature on the Account at any time and for any reason, without notice. The Bank may also suspend, cancel, or close any and all Cards at any time and for any reason. Truist reserves the right to suspend, restrict, or terminate the Organization's (including any and all Authorized User(s) and Cardholder(s)) ability to earn or redeem rewards during any timeframe within which any Card or the Account is or was determined by Truist (in its sole and absolute discretion) to be not in Good Standing.

You will remain liable under the Agreement for all of the following that occur prior to termination of your Account: all Transactions made using the Account (including all Card(s)), plus any fees, interest charges, Balances, and other amounts associated with or due on the Account. If bankruptcy proceedings are instituted against you or you declare bankruptcy, you must inform Truist immediately and the Account is automatically terminated, without further notice.

In the event you are in Default, Truist has the immediate right to terminate your Account without notice and declare the unpaid portion of the New Balance and any annual membership fees and other charges immediately due and payable. The Agreement will otherwise remain in full force and effect until you pay all sums due Truist.

Immediately following the Account's closure, all Cards, Convenience Checks, and other means used to access your Account must be immediately destroyed or, if Truist requests, surrendered to us.

When the Account is in Default

Subject to applicable law and any right(s) that you may have under that law, Truist may require immediate payment of your entire Account Balance and you will be in Default if any of the following occur:

- Any required payment is not made on or before the payment Due Date.
- The Organization or any Guarantor fails to pay any other obligation to Truist.
- The Organization violates any terms of the Agreement.
- The Organization or a Guarantor violates any credit account or loan agreement (including a mortgage agreement) that they have with Truist.
- A payment on the Account cannot be processed before the Due Date.
- A payment on the Account is rejected and not successfully resubmitted before the Due Date.
- An attachment, garnishment, or bankruptcy proceeding is initiated against the Organization or any Guarantor.
- Truist reasonably believes (in our sole discretion) that the Organization's or any Guarantor's ability to pay the Account is materially impaired.
- The Organization or any Cardholder, Authorized User, Authorized Signer, or Guarantor provides Truist with false, misleading, or fraudulent information (including a forged or false signature).
- The Organization, any Cardholder, Authorized User, Authorized Signer, or Guarantor makes illegal or improper use of the Account.
- The Account or any Card is used after the Account has been closed.
- The Organization is sold, acquired, merged, or the majority ownership is transferred to any person or entity that did not have such ownership when the Account was established.

Right of Setoff

You hereby agree that, if you are in Default, each and every of the following applies: (1) you waive all notices and demands concerning the Account; (2) you agree that the total amount due on the Account shall include all costs, expenses, and reasonable attorneys' fees (including costs allocated for in-house counsel), legal proceedings, and bankruptcy and insolvency proceedings for the collections of sums due under the Agreement; (3) you further agree that the amount due on the Account shall include any liabilities, losses, demands, and judgments Truist is subject to or incurs related to your use of the Card or Account (including the use of any Card, Cardholder, Authorized User, or Guarantor); (4) you agree and understand that Truist has an absolute right to the garnishment of the Organization's earnings, as well as the garnishment of any Guarantor's earnings.

Upon Default, the Organization and all Guarantors of the Account agree and understand that, without prior notice or demand, Truist has the absolute right to setoff against either: (a) any of the Organization's accounts with Truist; and (b) any of any Guarantor's respective accounts with Truist. Truist may make such setoff in any order or amount of its choosing and apply those amount(s) to the then existing debt on the Account, as well as any sums due and owing under the Agreement.

Organization's Affirmative Obligations to Truist

The Organization further acknowledges and agrees that the Organization shall immediately provide to Bank written notice of the following:

- Any change in the Organization's ownership or Organization's Beneficial Owners
- Any change in the Organization's Authorized Signer(s) and the Organization Appointed Business Card Administrator(s)
- Any change to the address, phone number, email, or other contact information applicable to the Organization
- Any change to the Guarantor(s) and any change to any Guarantor's ability to pay or perform any obligations, liability, or indebtedness to Bank
- If the Organization (or any Guarantor) becomes insolvent or if bankruptcy or other insolvency proceedings are commenced by or against the Organization (or any Guarantor)
- If a receiver or trustee for the benefit of creditors is appointed for the Organization
- The Organization's merger with or consolidation into another entity
- The Organization's sale to another entity
- The Organization's purchase of another entity
- Any entry of a judgment against the Organization of a material nature or amount

- Any seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover for any material property of the Organization

Periodic Review of Financial Information

From time to time and upon the Bank's reasonable request, the Organization agrees to submit to the Bank updated financial information in form and detail satisfactory to the Bank. If the Organization fails or refuses to produce financial information within ten (10) business days after the Bank's request, the Bank may immediately terminate the Agreement.

Section 8: Credit Inquiry and Confidential Information

Credit Inquiries

Your eligibility for the extension of credit related to the Account as well as the Organization's initial interest rates, fees, and other costs related to the Agreement may vary based upon your creditworthiness. You authorize Truist to verify the information and obtain further information concerning the credit standing of the Organization and its representatives, and to exchange credit information with others regarding the same. You authorize Truist to contact any source to verify income, employment, and creditworthiness as Truist deems necessary to maintain, review, update, renew, service, evaluate/change the credit limit of, or collect upon the Account and other permissible purposes as the law allows. Truist may use organizations such as Experian, Equifax, TransUnion, and Small Business Financial Exchange (SBFE), or others to make credit-related inquiries.

Confidential Information

You agree to keep all non-public, proprietary, or confidential information that we provide to you in connection with your Account ("Confidential Information") secure and not disclose it to any third party, except as required by law. Confidential Information includes information regarding our systems, security protocols, and non-public business practices. Confidential Information does not include information that is publicly available or that you receive from us in materials intended for public or customer distribution. You may use Confidential Information only for purposes related to your Account and not for any other purpose.

Authorized Disclosure

Confidential Information may be disclosed if and only to the extent that disclosure is required by: (a) law, including subpoena, or judicial process; or (b) to the parties' respective personnel, state and federal regulators, and agents (such as third-party providers of the Bank) having a need to know such Confidential Information, in which case the Receiving Party may disclose the Confidential Information subject to the limitations set forth herein and shall, unless prohibited by law or a state or federal regulator, promptly notify the Disclosing Party in writing of the terms and circumstances of the disclosure and cooperate with any efforts to prevent or limit disclosure, except that Truist is not required to provide any notice to the Organization where Truist is required to make such disclosure, in its sole and exclusive opinion, in the ordinary course of dealings with any state or federal regulator or court-issued subpoena or order. Truist is a state and federally regulated financial institution, and the Organization acknowledges and agrees that it may be required to cooperate with Truist in the course of an internal audit, and in dealings with any state or federal regulator. The Organization will provide such cooperation, including cooperating with Truist's requests for information. You authorize Truist to release information regarding the Account to comply with any subpoena or other proper order from a state or federal agency or court. Truist may investigate your credit record from time to time in connection with the Account.

Privacy Information

Truist may, to the extent and in the manner permitted by applicable law, communicate information about Truist's experiences and Transactions with you to credit bureaus, Truist's affiliates, and others who may properly receive that information. Truist only reports Business Credit to Business Bureaus. Truist will not share this information about you with third parties for marketing purposes. You may refer to Truist's Privacy statement for more details about how Truist collects, uses, retains, discloses, and safeguards personal information about any Cardholder related to the Account. A complete copy of the Truist Privacy Policy is available at (http://www.truist.com/privacy) or by calling 844-4TRUIST (844-487-8478).

If you dispute credit information Truist is reporting about you, please notify us by calling the Truist Contact Center at 844-4TRUIST (844-487-8478).

Section 9: Lost/Stolen Card and Liability for Unauthorized Use

Lost/Stolen Card or Check

You must take reasonable steps to prevent the Unauthorized Use of each and every Card, Convenience Check, or other credentials/devices used to access or obtain credit using the Account.

The Organization agrees to promptly notify Truist of any loss, theft, or alleged or actual Unauthorized Use of a Card or Account by calling 844-4TRUIST (844-487-8478). Because of this requirement, Truist expects that the Organization will regularly review the Statements associated with the Account (including the Cardholder Account Statements) to analyze Transactions and other charges that post to the Account and to confirm whether unauthorized Transactions have posted to the Account. The Organization is expected to review the Statements using Truist's online account management platform. The Organization is further expected to ensure that each Cardholder or Authorized User is responsibly safeguarding the Card(s), Convenience Checks, and other credentials/devices used to access or obtain credit using the Account and immediately report to Truist any loss, theft, or alleged or actual Unauthorized Use of the Card or Account.

Liability for Unauthorized Use

To the extent allowed by applicable law, the Organization and Guarantor are liable for all use of the Card(s) or the Account by each and every Authorized User(s) and anyone else you or an Authorized User allows (directly or indirectly) to use the Card(s) or the Account. The Organization must ensure that the Organization and any Authorized User(s) and Cardholder(s) abide by all applicable federal, state, and local laws and regulations as well as the terms, conditions, rules, and regulations established by Truist with respect to use of the Account under the Agreement, as may be amended from time to time. The Organization is liable for all use of the Account by every Cardholder and every Authorized User regardless of whether Truist is notified about such Cardholder or Authorized User's use or the Cardholder/Authorized User exceeds the limit that you authorized or intended.

If Unauthorized Use of the Account occurs, you agree to cooperate with Truist and law enforcement authorities in identifying the unauthorized user. All claims of alleged loss, theft, or Unauthorized Use of a Card or the Account are subject to investigation. If the Organization is an entity to whom we have issued more than ten (10) Cards, you may be liable for claims, costs, interest, fees, Balances, and other charges related to claims of Unauthorized Use.

Section 10: Additional Important Information

Assignment

Truist has the right to assign: (i) the Agreement and any of Truist's rights under the Agreement; (ii) the Account (including any Cardholder Account); and (iii) any amount you owe to Truist. This means Truist's rights and benefits under the Agreement and Account shall transfer (subject to the terms of the assignment) to Truist's successors and assigns, including any entity that acquires Truist or is created through a merger with Truist. Truist may assign its rights without your consent and without prior notice to you. You do not have the right to assign or transfer your Account, the Agreement, or your rights under the Agreement.

Truist's Enforceability of Our Rights

Truist will not, for any reason, lose our rights under the Agreement because we delay in enforcing or exercising any of Truist's rights under the Agreement.

Use of Trade Names, Service Marks, Etc.

Neither party to the Agreement shall use the names, trademarks, trade dress, logos, service marks or trade names of the other party in connection with any representation, solicitation, advertising, promotion, sales or marketing publication without prior full disclosure to and written permission from the other party; this approval may be withheld in the other party's sole reasonable discretion.

Headings

The headings of provisions within the Agreement are included for convenience and do not define, limit, or enlarge the scope of the Agreement or any of its provisions.

Section 11: 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.

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 the claims of any other person or entity. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration. Unless You choose to opt out of this Mutual Arbitration Agreement in the manner and time specified below, You and we mutually agree that, if either party demands arbitration, the Parties will resolve any and all disputes between them exclusively through final, binding, and individual arbitration under the terms of this Mutual Arbitration Agreement, including the Notice of Pre-Arbitration Dispute process, rather than by filing or proceeding with a lawsuit in court. This Mutual Arbitration Agreement does not cover disputes which, as a matter of law, may not be subject to pre-dispute arbitration agreements or the excluded claims and proceedings specified below.

Requirement to Arbitrate.

The Parties agree that, upon either party's demand for arbitration of any Claim(s), such Claim(s) will be resolved by individual (as opposed to class, consolidated, collective, or representative) arbitration under the terms specified in this Mutual Arbitration Agreement. 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 defined below), whether preexisting, present, or future, which arises out of or relates to the Account, this Business Credit Card Account Agreement, any transaction conducted with us in connection with the Account or this Business Credit Card Account Agreement, or any aspect of our relationship, including disputes concerning the use or disclosure of information about You or us, as well as disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, e-mails, or facsimile machines, such as alleged violations of the Telephone

Consumer Protection Act and other statutes or regulations involving telemarketing. “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 in contract, tort (including fraud and other intentional torts), consumer rights, a state or the federal Constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief.

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 Business Credit Card Account Agreement, also refer to Truist Bank and its past, present, and future parents, subsidiaries, and affiliates, as well as Truist Bank’s and each of these entities’ employees, agents, officers, directors, predecessors, successors, and assigns. The “Parties” refers to both You and Truist. “We,” “us,” “our,” and “Parties” also apply to third parties if You or Truist assert a Claim against such third parties in connection with a Claim You assert against us or Truist asserts against You.

Excluded Claims and Proceedings.

As an alternative to arbitration, either You or we may bring claims in small claims court or Your state’s equivalent of small claims court, so long as the action is brought on an individual basis (i.e., not a class, consolidated, collective, or representative basis) and is not transferred, removed, or appealed to a different court. Nothing in this Mutual Arbitration Agreement prevents You or us from exercising any self-help rights, including set-off as described in the Business Credit Card Account Agreement section titled “Right of Setoff.” You or we also may bring an action on an individual basis in court if the action does not seek monetary relief of any kind and is limited either to preventing the other party from using a self-help remedy or to seeking temporary or preliminary injunctive relief pending the outcome of arbitration. Pursuing any such right, action, or litigation in court shall not constitute a waiver of any party’s right to compel arbitration of any other dispute or Claim(s). The term “Claim” excludes any disagreement over the arbitrability of a dispute including whether a dispute can or must be arbitrated, disputes regarding whether this Mutual Arbitration Agreement or any part of it is unenforceable, or disputes regarding the provisions labeled “Notice of Pre-Arbitration Dispute” or “Requirement of Individual Arbitration and Relief,” including whether these provisions are unenforceable or have been breached; such disputes or disagreements must be decided only by a court of competent jurisdiction rather than by an arbitrator or administrator unless all Parties otherwise agree in writing.

Federal Arbitration Act.

Notwithstanding any choice of law or other provision in this Business Credit Card Account Agreement, the Parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the procedural and substantive provisions of the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”) shall govern its interpretation and enforcement. The Parties expressly agree that this Mutual Arbitration Agreement shall be governed by the FAA even if either party is otherwise exempted from the FAA. 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.

Requirement of Individual Arbitration and Relief.

The Parties mutually agree that if You or we elect to arbitrate a Claim, such Claim must be resolved in individual arbitration. The Parties further agree that, to the maximum extent allowable by law, they each waive the right to bring or participate as a class member in a class, consolidated, collective, representative, or private attorney general proceeding, and an arbitrator shall not have any authority to hear or arbitrate any class, consolidated, collective, representative, or private attorney general proceeding for any Claim subject to arbitration under this Mutual Arbitration Agreement. The arbitrator may award relief (whether monetary, injunctive, or declaratory) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. That means that the Parties waive the right to seek public injunctive relief, other non-individualized injunctive relief, or any other remedy (such as damages) on behalf of others. In addition, except in the case of joint account owners, the arbitrator may not consolidate more than one person’s claims unless all parties agree. This waiver of class, consolidated, collective, representative, and private attorney general proceedings and non-individualized relief does not prevent You or us from participating in a settlement of Claims on a class-wide, consolidated, collective, representative, or private attorney general basis, to the extent You or we do not exercise a right to opt out of such settlement. Nor does this waiver prohibit the use of a process arbitrator to decide administrative or other non-merits issues if permitted by the mass arbitration rules or other rules of the administrator and the rest of this Mutual Arbitration Agreement. If, after exhaustion of all appeals, any of these prohibitions on class, consolidated, collective, representative, or private attorney general claims or proceedings or on public or non-individualized relief is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the Parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

Arbitration Procedures.

a) **Notice of Pre-Arbitration Dispute:** The Parties agree that good faith, informal efforts to resolve a dispute often can result in a prompt, low-cost, and mutually beneficial outcome. As a result, before commencing arbitration, the Parties must engage in a good faith effort to resolve any Claim covered by this Mutual Arbitration Agreement by providing a written notice of dispute and participating in any requested informal dispute resolution conference. The party who wishes to assert a Claim (“claimant”) must first give written notice to the other party of their intent to initiate arbitration (a “Notice of Pre-Arbitration Dispute”). A Notice of Pre-Arbitration Dispute must contain all of the following: (1) the claimant’s name, telephone number, and mailing address and any preferred e-mail address for communications; (2) the Account number of any Account at issue; (3) a detailed factual description of the nature and basis of the dispute, including the legal claims asserted; (4) the relief sought, including the basis and amount of any alleged damages; (5) the personal handwritten signature of the claimant (an electronic signature is not sufficient unless the other party agrees); and (6) if You are the claimant and have retained counsel, a statement with Your personal handwritten signature authorizing us to share information about the Account and the Claim with Your counsel. The claimant agrees to cooperate with any reasonable request by the other party to verify the claimant’s identity and the fact that the claimant authorized submission of the Notice of Pre-Arbitration Dispute or the disclosure of Account information to their counsel. If You are the claimant, the Notice of Pre-Arbitration Dispute must be clearly marked "Notice of Pre-Arbitration Dispute" and delivered to Truist Bank Legal Department, Attn: Notice of Pre-Arbitration Dispute, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224. If Truist is the claimant, Truist will send the Notice of Pre-Arbitration Dispute to the most recent address for You in our files.

b) **Informal Dispute Resolution Conferences:** After the Notice of Pre-Arbitration Dispute containing all of the information required in section (a) above is received, a sixty (60) day period during which the Parties must engage in good faith efforts to resolve the Claim informally ("Informal Resolution Period") will begin. During the Informal Resolution Period, either party may request a telephone or video conference to discuss resolution of the Claim ("Informal Dispute Resolution Conference") and both You and a Truist representative must personally participate in the conference. If either party is represented by counsel, that party's counsel may participate in the Informal Dispute Resolution Conference, but both You and a Truist representative must also personally participate in the conference unless You and we agree otherwise in writing. For the protection of Your confidential Account information, multiple customers who are not joint account owners cannot participate in the same Informal Dispute Resolution Conference unless agreed to by all Parties in writing. The Informal Dispute Resolution Conference will take place at a mutually agreeable time, including after the sixty (60) day Informal Resolution Period if needed to accommodate the Parties' schedules in which case the Informal Resolution Period shall be extended until either the Informal Dispute Resolution Conference is held or the request for it is withdrawn. Nothing in this Mutual Arbitration Agreement shall prohibit the Parties from engaging in informal communications to resolve the Claim at any time, including before the Informal Resolution Period or the Informal Dispute Resolution Conference. Settlement discussions, including offers of settlement and the sharing of any Account information, will not be disclosed in the arbitration. The Parties agree that any applicable contractual or statutory limitations period for the Claims and requests for relief set forth in the Notice of Pre-Arbitration Dispute will be tolled during the Informal Resolution Period.

c) **Commencing Arbitration**: Arbitration cannot be commenced until after the Informal Resolution Period has ended. The Notice of Pre-Arbitration Dispute and Informal Dispute Resolution Conference requirements are essential in order to give the Parties a meaningful chance to resolve Claims informally. If any aspect of these requirements has not been met, the Parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, no arbitration provider shall either accept or administer the arbitration or assess fees in connection with such an arbitration. After the Informal Resolution Period has ended, if the Claim remains unresolved, either You or Truist may initiate arbitration by submitting a demand for arbitration to the arbitration administrator. The demand must include or attach all of the following to be accepted for administration: (1) the name, telephone number, and mailing address of the party initiating arbitration and any preferred e-mail address for communications; (2) the Account number of any Account at issue; (3) a statement of the legal claims being asserted, the detailed factual basis of those claims, and the remedies sought; (4) the personal handwritten signature of the party initiating arbitration (an electronic signature is not sufficient); and (5) a copy of the Notice of Pre-Arbitration Dispute. If the party initiating arbitration is represented by counsel, counsel must also sign the demand for arbitration under 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 nonfrivolous 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: Arbitration Demand, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, and any demand for arbitration by us must be sent to the most recent address for You in our files.

d) **Electing Arbitration:** If a Claim subject to arbitration is asserted in a lawsuit in court (whether in a complaint, counterclaim, cross-claim, or third-party claim, or in any other way), the party against whom the Claim is asserted may elect arbitration of the Claim, including by making a demand that the other party arbitrate their Claim or by filing a motion to compel arbitration with the court. No actions taken by the parties in a lawsuit shall constitute a waiver of any rights under the Mutual Arbitration Agreement. If arbitration is elected, the party bringing the Claim must follow the arbitration procedures set forth in the Mutual Arbitration Agreement, including the Notice of Pre-arbitration Dispute.

e) **Arbitration Administrator and Rules:** 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 by visiting their website. If JAMS cannot or will not administer the arbitration in accordance with this Mutual Arbitration Agreement, the Parties may agree upon another administrator, or if they are unable to agree, a court shall determine the administrator. No entity may serve as administrator if it fails to abide by the terms of this Mutual Arbitration Agreement unless all Parties otherwise consent in writing. The arbitration will proceed in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures in effect when the arbitration commences, including any streamlined or expedited arbitration rules and any mass arbitration procedures such as the JAMS Mass Arbitration Procedures and Guidelines. In the event there is a conflict between the administrator's rules and procedures and this Mutual Arbitration Agreement, the Mutual Arbitration Agreement shall supersede any and all conflicting arbitration administrator's rules or procedures. To the extent there is a dispute over which arbitration provider shall administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration shall be stayed until the court resolves that dispute.

f) **Arbitration Fees:** Unless a different allocation is required for this Mutual Arbitration Agreement to be enforceable, the rules of the administrator will govern the allocation and payment of filing, administrative, and arbitrator fees. Each party agrees that they will not oppose or interfere with any negotiations or agreements between the other party and the arbitration administrator relating to that 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.

g) **Arbitrator Selection:** A single arbitrator will be selected in accordance with the rules of the administrator. Unless You and we agree otherwise, the arbitrator must be a practicing attorney with ten or more years of experience or a retired judge. Either party may also request appointment of a process arbitrator if permitted by the administrator's rules or procedures.

h) **Arbitration Hearings and Awards:** The arbitrator may conduct the proceedings by telephone, video conference, or in-person hearing so long as the hearing location is in a place reasonably convenient to You. The arbitrator must allow the parties to submit dispositive motions, such as motions to dismiss or for summary judgment, for ruling. Before the hearing, the arbitrator may issue orders allowing the Parties to conduct discovery, including of third parties, sufficient to allow each party to prepare their claims and defenses. The arbitrator shall take into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. The arbitrator must apply the same state or federal substantive law that a court would apply and honor all privileges recognized by applicable law, including the attorney-client privilege and attorney work product doctrine. The arbitrator, however, is not bound by judicial rules of procedure and evidence that would apply in a court or by state or local laws that relate to arbitration provisions or proceedings (unless required for this Mutual Arbitration Agreement to be enforceable). Except as provided in the Requirement of Individual Arbitration and Relief section above, 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 under the circumstances, including statutory awards of attorneys' and expert witness fees and punitive damages. If the arbitrator determines that a party's claim or counterclaim violates the standards set forth in Federal Rule of Civil Procedure 11(b), the other party is entitled to recover its attorneys' fees, costs, and expenses associated with defending against the claim or counterclaim. The arbitrator may also impose sanctions on counsel if appropriate. An arbitrator may consider awards from arbitrations involving other parties, but an arbitration award is not binding and has no preclusive effect in any proceeding, whether in court or arbitration, involving different parties. The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law. A judgment on the award may be entered by any court having jurisdiction. 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.

i) **Appeal of Arbitration Awards:** The arbitrator's award shall be final and binding on all Parties, except for any right to judicial review provided by the FAA. However, if the amount of the Claim exceeds $1,500,000, or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit exceeding $1,500,000, either 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 any aspect of the initial award requested by either party. The decision of the panel shall be by majority vote. References in this Mutual Arbitration Agreement to "the arbitrator" means the panel if an appeal of the arbitrator's decision has been taken. Any filing fees and other similar and usual administrative costs of such an appeal will be borne by the party taking the appeal subject to reallocation by the arbitrator panel as justice requires. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Forum Selection

To the greatest extent permitted by law, in addition to any other court that may have jurisdiction, You and we agree that an action to enforce or challenge any part of the Mutual Arbitration Agreement may be brought in North Carolina federal or state court. You and we consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or the laying of venue.

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 Business Credit Card Account Agreement. Except as specified in the Requirement of Individual Arbitration and Relief section, if any portion of this Mutual Arbitration Agreement is found unenforceable, 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. A determination that this Mutual Arbitration Agreement is unenforceable or void in its entirety shall have no effect on the validity or enforceability of any other arbitration agreement between or applicable to the Parties. If a court determines that a public injunctive relief claim may proceed notwithstanding the Litigation Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other claims have been fully decided on their merits.

Right to Opt Out – Please Read

You may opt out of this Mutual Arbitration Agreement within thirty (30) days of opening Your Account. In order to opt out, You must personally notify Truist of Your intention to opt out by submitting a written notice to Truist stating that You are opting out of this Mutual Arbitration Agreement. This written notice must be signed by You with Your personal handwritten signature (an electronic signature or signature of an attorney, agent or representative of Yours is not sufficient) and include Your name, address, Account name, and Account number and sent, via certified mail or by overnight carrier mail, return receipt requested, to Truist Bank Legal Department, Attn: Arbitration Opt Out, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224. In order to be effective, Your opt out notice must be received by Truist within thirty (30) days of opening Your Account. This is the sole and only method by which You can opt out of this Mutual Arbitration Agreement and You may only opt out on behalf of yourself and not any third parties. Any attempt to reject this Mutual Arbitration Agreement on Your behalf by any other person or through any other method or form of notice, including the filing of a lawsuit, will be ineffective. If You opt out as provided in this subparagraph, You will not be subject to any adverse action as a consequence of that decision and You and we may pursue available legal remedies without regard to this Mutual Arbitration Agreement. If You do not send Truist proper and timely notice of Your opt out, You are agreeing to the terms of this Mutual Arbitration Agreement. Your decision to opt out of this Mutual Arbitration Agreement will not relieve You of any obligation to arbitrate disputes under other agreement(s) with Truist that contain an arbitration provision to which You may be bound as a customer. Similarly, Your decision to opt out of another arbitration provision contained in any other account or agreement shall not relieve You of Your obligation to arbitrate disputes pursuant to this Mutual Arbitration Agreement.

Future Changes to Mutual Arbitration Agreement

Notwithstanding any other provision in this Business Credit Card Account Agreement, if Truist makes a change to this Mutual Arbitration Agreement (other than a change to the address to which Notices of Pre-Arbitration Dispute or Demands for Arbitration must be sent), You may reject the changes by sending Truist written notice via certified mail or by overnight carrier mail to Truist Bank Legal Department, Attn: Arbitration Change Rejection, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224. To be valid, Your rejection must (1) include Your name, address, Account name, and Account number; (2) be signed by You with Your personal handwritten signature (an electronic signature or signature by any attorney, agent, or other representative of Yours is not sufficient); and (3) be received by Truist within thirty (30) days of the first notice of the change. Any rejection of a future change does not alter, change or affect Your agreement to arbitrate in accordance with the language of any prior version of the Mutual Arbitration Agreement (as modified by any amendments that You did not validly reject).

Impact on Pending Litigation

This Mutual Arbitration Agreement shall not affect Your existing rights 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 this Mutual Arbitration Agreement. However, if on such date You were bound by an existing arbitration agreement with Truist, then 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, YOU AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF THIS BUSINESS CREDIT CARD ACCOUNT 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, YOU AND BANK HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS BUSINESS CREDIT CARD ACCOUNT 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 YOU 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.

Section 12: Definitions

Account: The Organization's Business Credit Card Account for which Truist is the credit card issuer; this includes all related accounts or Card(s) used to access the Organization's Business Credit Card Account credit.

Authorized User: Any person the Organization authorizes to use a Card or the Account.

Authorized Signer: This individual is considered a primary contact for the Organization's Account and is duly authorized by the Organization to bind the Organization and enter into, execute, and deliver in the name of and on behalf of the Organization the agreements, documents, or other instruments deemed reasonable or necessary to establish and administer the Business Card Account. This individual is authorized to make payments, adjust card level credit lines, access and control Online Services, control rewards, and dispute charges in the name of the Organization. An Authorized Signer must faithfully attest that he or she has the requisite authority to so bind the Organization.

Balance: Each Transaction, fee, interest charge, or other charge associated with the Account is assigned to a specific Transaction type; the sum of all Transactions in a Transaction type is referred to as the Balance for that Transaction type (e.g., the Balance on Purchases). The Balance for each Transaction type includes Transactions that you, any Cardholder, and Authorized User make as well as interest and fees that Truist assesses on those Transactions. We will assign fees that we assess on a specific Transaction type to the Balance for that Transaction type (e.g., a Balance Transfer fee on a Balance Transfer). Fees that are not specific to a given Transaction type (e.g., a Returned Payment fee) are assigned to the Balance on Purchases.

Balance Transfer: A Transaction wherein a balance is transferred from another creditor to the Account.

Bank, Truist, we, us, and our: Mean Truist Bank, its agents, authorized representatives, successors, and assignees.

Billing Cycle: The period of time reflected on a Statement. The length of this period may vary but is typically approximately thirty (30) days. Your Account will have a Billing Cycle even if no Statement is required.

Business Credit Card Terms and Disclosures: Disclosure document that provides rates, costs, and fees information for the Account.

Card or Cardholder Account: Any Truist Business Credit Card including physical credit card(s), the 16-digit number linked to the Account, virtual cards, or any other evolutionary device that you or an Authorized User can use to access the Account to obtain credit.

Card Association Network: A network of merchants, issuing banks, and acquiring banks that process payment cards in relation to Transactions. Visa USA Inc. ("Visa") and Mastercard International Incorporated ("Mastercard") are examples of established Card Association Networks.

Cardholder: An employee or agent of the Organization who is identified by the Organization to be issued a Card associated with the Organization's Account and is thereby expressly authorized to use that Card/Cardholder Account to make Transactions. In some cases, Cardholders will also be authorized by the Organization to receive an individual Statement and will be expected by the Organization to make payments on behalf of the Organization related to the Cardholder's use of a Card/Cardholder Account.

Cash Advance: A loan using the Account to obtain cash or things we consider cash-equivalents (e.g., wire transfers, cryptocurrency, travelers' checks, ATM withdrawals, Cash Advance for Overdraft Protection Transfer, money orders, foreign currency, lottery tickets, or gambling chips or wagers). Truist does not determine the Merchant Category Codes (MCC) assigned to cash-equivalent Transactions; the respective Card Association Networks do. Truist is dependent on the MCC codes provided by the applicable Card Association Networks when determining whether a Transaction is a Cash Advance; certain Transactions, including the purchase of quasi-cash items and peer-to-peer transfers, may also be categorized by the Card Association Network using a Cash Advance MCC.

Cash Advance for Overdraft Protection Transfer: The credit Truist extends to you in the form of a loan from your Account to cover an overdraft on a deposit account that you designate at Truist. You must enroll in Truist Overdraft Protection to avail the Account of this feature.

Convenience Check: This is a check that Truist may provide to either the Organization or a Cardholder. The check can be used to access the Account to make a Transaction.

Default: Any failure by you to maintain the payment obligations related to the Agreement/the Account or any failure by you to comply with the terms of the Agreement. See also When the Account is in Default section.

Due Date: The date by which Truist must receive at least the Minimum Payment on a Statement for the payment to be deemed on time. Truist must receive your payment by 11:59 pm ET on the Due Date stated in your Statement.

Good Standing: This generally means that a Card or the Account is not in Default and the Organization is in full compliance with the terms of the Agreement; the Bank, using its sole and absolute discretion, determines whether the Account, related account, or an individual Card is in Good Standing.

Grace Period: The time period during which you may avoid paying interest on Purchases. There is no Grace Period for Balance Transfers, Cash Advances, or Cash Advance for Overdraft Protection Transfers.

Guarantor: The person(s) who has executed the guaranty agreement for the Account and thereby has jointly and individually, absolutely, and unconditionally agreed to be personally liable for the full payment of all debts, obligations, liabilities on the Account, and the undertakings of the Organization now existing or later arising from the Organization's acceptance and use of the Account. All Guarantors must have an open and active card on the account.

Late Payment: When the Organization fails to make a payment to Truist by the Due Date in an amount that is at least that of the Minimum Payment.

Minimum Payment: This is the lowest amount you must pay each month to help keep the Account in Good Standing; this payment amount is reflected on the Statement for the Account.

New Balance: The total amount owed for the Account, including all Transactions, Balances, accrued fees, interest charges, and other amounts associated with and due on the Account as of the closing date on a given Statement.

Organization: The commercial entity, business entity, or other entity type that applied to Truist for a Card Account and in whose name Truist has opened the Truist Small Business Credit Card Account.

Organization Appointed Business Card Administrator: An individual that is either an Authorized Signer or has been designated by an Authorized Signer and is thereby empowered to exercise full control over the Organization's Business Card Program (including each and every Cardholder Account). The permissions and powers of an Organization Appointed Business Card Administrator include all rights belonging to the Organization with respect to the Account including but not limited to the rights (in any manner that each Organization Appointed Business Card Administrator may in his or her absolute discretion see fit) to manage, control, operate, modify, access, alerts per card and account, and close the Account. Every Organization Appointed Business Card Administrator is an Authorized Signer.

Purchase: Credit that Truist extends to you when you or an Authorized User use(s) a Card or the Account to purchase goods, labor, insurance, or services at or through participating merchants.

Statement: The document Truist typically sends (or makes available online) to you (or a Cardholder) at the end of a Billing Cycle; we may not be required to send or make available to you a Statement for every Billing Cycle. The Statement includes the transactions, fees, and interest charges that occurred during that Billing Cycle; the total Balance that you owe the Bank; the Minimum Payment that must be paid; the Due Date for the Minimum Payment; and other important information related to the Account.

Total Credit Limit: This is the total dollar amount of credit we assign to the Organization's Account for the Organization to access to make Transactions associated with the Account.

Transaction: This refers to an authorization request, Purchase, Balance Transfer, Cash Advance, Cash Advance for Overdraft Protection Transfer, cash-equivalent Transactions, deposit, payment, refund, account inquiry, or other transaction that is or was: (i) initiated using one of Organization's Cards and (ii) processed (or submitted for processing) via a Card Association Network.

Transaction Date: For Purchases, this is the sale date of the Transaction. For Balance Transfers, Cash Advances, or Cash Advances for Overdraft Protection Transfers, this is the date that the Transaction posts to the Account.

Unauthorized Use: This is the use of a Card or the Account (in any way) by a person who is not the Organization, a Guarantor, a Cardholder, or an Authorized User and who does not have actual, implied, or apparent authority for such use, and from which the Organization, Guarantor, Cardholder, or Authorized User received no benefit, directly or indirectly.

“You” and “Your” and “you” and “your”: The Organization and any other individuals (e.g., Guarantor) who are contractually liable for the Account under the Agreement or are otherwise responsible for complying with the Agreement. This definition applies to these roles both individually and collectively.