

will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Any demand for arbitration by You must be delivered to Trust Bank Legal Department, Attn: Arbitration Election, 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.

c) Any arbitration hearing 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 bringing the Claim(s) to follow the pre-arbitration dispute resolution procedures and – if the dispute is not resolved - to commence the arbitration proceeding with an arbitration administrator in accordance with this Mutual Arbitration Agreement and the administrator’s rules and procedures. Nothing in that litigation shall constitute a waiver of any rights under this Mutual Arbitration Agreement.

d) The arbitration will be administered by JAMS, 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 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 company may serve as administrator if it fails to abide by the terms of this Mutual Arbitration Agreement unless all Parties otherwise consent. The arbitration will proceed in accordance with this Mutual 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. 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.

e) In addition to all other requirements in this Mutual Arbitration Agreement, the following provisions shall apply to all arbitrations between the Parties: (1) Trust and You shall equally share filing fees and other similar and usual administrative costs unless otherwise provided by the rules of the administrator. Trust shall pay any costs that are uniquely associated with arbitration, such as payment of the arbitrator’s fees and room rental; (2) both Parties agree not to oppose or interfere with any negotiations or agreements between the other Party and the arbitration administrator 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; (3) 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; (4) except as provided in the Class, Consolidated, 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 under the circumstances (including statutory awards of attorneys’ and expert witness fees and punitive damages) 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; (5) the arbitrator may hear motions to dismiss and/or motions for summary judgment; (6) the arbitrator’s decision or award shall be in writing with findings of fact and conclusions of law; (7) any finding that a claim or counterclaim violates the standards set forth in Federal Rule of Civil Procedure 11 shall entitle the other party to recover attorneys’ fees, costs, and expenses associated with defending against the claim or counterclaim; (8) either Trust 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; (9) under no circumstances

is an arbitrator or court bound by decisions reached in separate arbitrations involving different parties; (10) the arbitrator shall honor all evidentiary privileges recognized by applicable law, including the attorney-client privilege and attorney work product doctrine; and (11) if at any time the arbitrator or arbitration administrator fails to enforce the terms of this Mutual Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

f) A single arbitrator will be selected in accordance with the rules of the administrator, and unless You and Trust 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, or by state or local laws that relate to arbitration provisions or proceedings. A judgment on the award may be entered by any court having jurisdiction.

Survival and Severability. This Mutual Arbitration Agreement shall survive the closing of Your Account and the termination of any relationship between us, including the termination of this Bank Services Agreement. Except as specified in the Class, Consolidated, Collective, and/or Representative Action Waiver, 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.

Right to Opt Out (New Accounts) – 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, and only You personally, must notify Trust of Your intention to opt out by submitting to Trust, via certified mail or by overnight carrier mail, return receipt requested, to Trust Bank Legal Department, Attn: Arbitration Opt Out, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, a written notice stating that You are opting out of this Mutual Arbitration Agreement. This written notice must be signed by You, and not any attorney, agent, or other representative of Yours and include Your name, address, Account name, and Account number. In order to be effective, Your opt-out notice must be received by Trust 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 any attempt to reject this Mutual Arbitration Agreement by any other person or through any other method or form of notice, including the filing of a lawsuit, will be ineffective. You agree that Your opt-out of this Mutual Arbitration Agreement shall not be imputed to any other person or entity or be deemed to be a rejection of this Mutual Arbitration Agreement by any person or entity other than You. Your opt-out of this Mutual Arbitration Agreement shall not eliminate the obligation of other persons or entities who wish to reject this Mutual Arbitration Agreement to personally comply with the notice and time requirements of this paragraph. 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 may pursue available legal remedies without regard to this Mutual Arbitration Agreement. If Trust does not receive proper notice of a timely opt out, You are agreeing to the terms of this Mutual Arbitration Agreement.

a) You may only opt out on behalf of Yourself. A written notice submitted to Trust indicating Your intention to opt out may apply, at most, to You. You (and Your agent or representative) may not effectuate an opt out on behalf of other individuals.

b) Your decision to opt out of this Mutual Arbitration Agreement will not relieve You of any obligation to arbitrate disputes that might arise under any other Account or agreement with Trust that contains 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.

Impact on Pending Litigation. This Mutual Arbitration Agreement shall not affect Your existing rights with respect to any litigation between Trust 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 Trust 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, DEPOSITOR 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 BANK SERVICES AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST’S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS.

Litigation Class Action Waiver

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

Gift Card Agreement

This Gift Card Agreement (“Agreement”) is the agreement between you and Trust Bank with respect to our issuance and your use of the accompanying Visa Gift Card (“Card”). You will be deemed to have accepted the terms of this Agreement if you accept or use the Card, and these terms shall also apply to any person authorized to use this Card.

In this Agreement, “you” and “your” mean the person to whom the Card is issued, the person receiving the Card, or the person using the Card. The terms “we,” “us,” and “Bank” mean Trust Bank, and its successors, agents, and assigns.

The laws of the state of North Carolina shall govern this Agreement without regard to that state’s conflict of laws principles. We may waive any of the provisions or conditions of this Agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver of the waived provision or condition on any other occasion.

Card Description

The Trust Gift Card is a prepaid non-reloadable, non-personalized, debit card that is accepted where Visa Debit cards are accepted in the U.S. The Card can be loaded with the U.S. dollar amount designated by the purchaser, from \$25 to \$500. The card is funded from direct debit of client’s Trust DDA account for the value of the card plus the issuance fee. As you use the Card, the amount loaded on the Card will be reduced by purchases and any applicable fees. The loaded amount less purchases and applicable fees is known as the Available Balance. Your Card and its pre-funded account are not issued in your name. No separate deposit account is established for you that is associated with this Card. The Card is the Bank’s property and must be returned to us upon request. The Card is not FDIC insured.

Gift Card Activation & Expiration

Your Card must be activated before you can use it. To activate the Card, call the toll-free number provided on the back of the Card.

Once your Card is activated, the card is valid until the “Good Thru” date printed on the card. On that date, unless prohibited by applicable law, the Card and any Available Balance will expire and you can no longer use the Card or access the Available Balance. Any Available Balance remaining after the “Good Thru” date will be forfeited. Your Card may be subject to state unclaimed property laws. Should your Card have a remaining balance after a certain period of time, we may be required to remit remaining funds to the appropriate state agency.

Fees

No fees are charged when the Card is used to purchase goods and services. Subject to applicable law, the following fees will be charged:

- Issuance Fee: \$3.95 is the fee to purchase the Card
- Inactivity Fee: \$3.00 per month after the 12th month of dormancy, following the purchase date. The fee is charged against the Available Balance after 12 months of Card dormancy. Dormancy means that there have been no increases or decreases in value of the Card through loads of value onto the Card, purchases and returns of merchandise for the preceding 12 months.

Gift Card Activation & Expiration

You may access Available Balance, Fee and Card transaction information by calling 866-594-2076 or visiting Trust.com/giftcard.

Card Use

You may use the Card to purchase goods and services from participating merchants in the U.S. You may not use the Card to pay for airline tickets, car rentals, and hotel accommodations or to pay for gas at the pump. To purchase gas, you must give the Card to an attendant to process payment. You acknowledge and agree that the total amount of purchases that may be made with the Card is limited to the Available Balance. You are responsible for keeping track of your Available Balance. You may not use the Card at ATMs or to access any accounts you may have at the Bank.

When you activate your Card, you will receive a Personal Identification Number (PIN). You may make purchases with a PIN instead of your signature. To use your PIN, select the “debit” payment option at the point of sale (POS) and enter your PIN when prompted. You cannot use your PIN to get cash back at the point of sale, at an ATM or through any other method.

Cards are provided by Trust Bank, Member FDIC.

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TRUIST 

If you wish to use the Card to make purchases over the Internet, by telephone or through a catalog, you must first register the Card by visiting Truist.com/giftcard. To register the Card, you will be asked to provide Card number, name of the user, and mailing address. You will be provided the opportunity to create custom username and password.

Once your Card is registered, you can use your online account to check your Available Balance, transaction history, and update your mailing address.

If you wish to make a purchase that exceeds the Available Balance, you must inform the merchant that you wish to pay for your purchase with your Card and another form of payment. Not all merchants will accept this type of “split tender” payment.

A merchant will obtain authorization for the amount of your purchase. A purchase will not be authorized if it exceeds the Available Balance. However, in the event that such a transaction is authorized, due to systems malfunction or any other reason, you are liable for and agree to pay immediately the difference between the Available Balance and the transaction amount.

You may not use the Card to conduct illegal transactions such as gambling or to purchase illegal goods and services. We may refuse to authorize a Card transaction if: (a) the Card is reported lost or stolen; (b) we are uncertain whether the transaction is authorized by you; or (c) we reasonably believe that the transaction is made in connection with an unlawful transaction or activity, including without limitation gaming, gambling, lottery, or similar activities. We may temporarily block the Card and attempt to contact you if we note transactions that are unusual or appear suspicious. The Card should be treated the same as cash and you are responsible for safeguarding the Card. You do not have the right to stop payment on any transaction originated by use of your Card.

Holds

In certain circumstances, the authorization for a purchase may be greater than the actual purchase amount. For example, at a restaurant, an authorization may be for the amount of the meal plus an additional percentage to ensure adequate funds should the customer decide to add a tip. Because we are obligated to pay the authorization amount, the Available Balance on the Card will be reduced by the amount of the authorization (a “hold”) even though the actual purchase may be less than the amount authorized.

We are obligated to pay the amount authorized, even if the final settlement transaction has not yet been received or processed by us. This hold, which may be more or less than the final transaction amount, will affect the balance available to pay or authorize other Card transactions. As a result, Card transactions may be declined, dishonored, or not paid. We are not responsible if we do not authorize or pay subsequent Card transactions while such a hold is placed on the Available Balance. By conducting POS transactions, you authorize us to rely on authorized amounts submitted by merchants, to place such a hold or holds on the Available Balance, and to determine the balance available to pay and/ or authorize other Card transactions. The hold will be released upon the earlier of: (i) settlement of the transaction for which the authorization was obtained, (ii) 3 business days after the authorization. Additionally, you should know that a merchant may reverse the authorization at your request.

Merchant Disputes

You agree to settle all disputes about purchases or transactions made with the Card with the merchant who honored the Card. If you are entitled to a refund for a purchase made in whole or in part with the Card, you agree to accept a refund in the form offered by the merchant.

In Case of Errors or Questions About Your Transactions

Call us at the toll-free number provided on the back of the Card as soon as you can if you believe an error has occurred in connection with the Card or available funds. We must hear from you no later than 60 days following the date the error occurred.

You will need to tell us:

1. Your name, the Card number, original value, and transaction history.
2. Why you believe there is an error, and the dollar amount involved.
3. Approximately when the error took place.

We may require that you send us your complaint or question in writing within 10 business days after you make the verbal complaint. We will promptly start our investigation and determine whether an error occurred. We will tell you the results within 3 business days after we have completed our investigation. We will send you a written explanation of our final determination. You may ask for copies of the

documents that we used in our investigation. If you need more information about our error-resolution process, call us at the toll-free number provided on the back of the Card.

Lost or Stolen Card

Keep your Card number and PIN in a safe place separate from your Card and do not give or otherwise make available to others your Card or PIN. If your Card is lost or stolen, you must inform us immediately by calling toll free number at 866-594-2076. You may be asked for the Card number, original value, and transaction history to verify your identity. You may be eligible, in accordance with applicable law, for a replacement Card if your card is registered. Since the Card should be treated like cash, you may lose all the value associated with your Card if it is lost or stolen.

Your Liability

You agree to safeguard the Card and treat it like cash. You will be responsible for all uses of the Card.

Limitations on Our Liability

If we do not complete an electronic fund transfer from the Card on time or in the correct amount according to this Agreement, we will be liable for your actual losses or damages. WE ARE NOT LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. WE WILL NOT BE LIABLE, FOR INSTANCE, IF:

- Through no fault of ours, you do not have enough available funds on the Card to perform the transaction together with applicable fees;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us;
- The system or POS terminal was not working properly;
- The Card is damaged;
- There are other exceptions stated in this Agreement or provided by law.

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 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. Unless You choose to opt out of mutual arbitration 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 its pre-arbitration dispute resolution process, instead of filing or proceeding with 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.

Requirement to Arbitrate. Upon the demand of You or us, any Claim(s) will be resolved by individual (as opposed to class, consolidated, collective, or representative) binding 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 Bank Services Agreement, any transaction conducted with us in connection with the Account or this Bank Services Agreement, or any aspect of 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 in contract, tort, consumer rights, fraud, and other intentional torts, a state or the federal Constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief. “Claim” also includes 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, emails, or facsimile machines, such as alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing.

Special Definition of “We,” “Us,” “Our,” and “Parties.” Solely for purposes of this Mutual Arbitration Agreement, the terms “Truist,” “we,” “us,” “our,” and “Parties,” in addition to the meanings set forth in this Bank Services Agreement, also refer to Truist Bank and its employees, agents, 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 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. Notwithstanding the foregoing, “Claim” does not include 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 or the matter is not brought on an individual basis (i.e., a class, consolidated, collective, or representative basis). In addition, nothing in this Mutual Arbitration Agreement prevents You or us from exercising of any self-help rights, including set-off as described in the Bank Services Agreement section titled “Right of Setoff.” Any individual action in court by You or us 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 does not constitute a “Claim” that must be arbitrated. 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. Moreover, the term “Claim” also does not include any disagreement over the arbitrability of a dispute, whether a dispute can or must be arbitrated, or whether this Mutual Arbitration Agreement or any aspect thereof is unenforceable, or any dispute regarding the provisions labeled “Pre-Arbitration Dispute Resolution” or “Class, Consolidated, Collective, and/or Representative Action Waiver,” including whether they are unenforceable or have been breached; such disputes or issues must be decided only by a court of competent jurisdiction and not by an arbitrator or arbitration administrator.

Federal Arbitration Act. Notwithstanding any choice of law or other provision in this Bank Services Agreement, the Parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”) shall govern its interpretation and enforcement and proceedings pursuant thereto. The Parties expressly agree that this Mutual Arbitration Agreement shall be governed by the FAA even in the event You and/or Truist are otherwise exempted from the FAA. 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, Consolidated, Collective, and/or Representative Action Waiver. The Parties mutually agree that if You or we elect to arbitrate a Claim, such Claim will be resolved in individual arbitration. The Parties further agree that, to the maximum extent allowable by law, they waive the right to have any Claim brought, heard, administered, resolved, or arbitrated as a class, consolidated, collective, or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, consolidated, collective, and/or representative action, or to award relief to or for the benefit of anyone but the individual Parties in arbitration. The Parties also waive the right to bring any claims for public injunctive relief or other non-individualized injunctive relief. This Class, Consolidated, Collective, and/or Representative Action Waiver does not prevent You or Truist from participating in a settlement of claims on a class-wide, consolidated, collective, or representative basis, to the extent You or we do not exercise a right to opt out of such settlement. If, after exhaustion of all appeals, any of these prohibitions on class, consolidated, collective, or representative claims or public or non-individualized injunctive 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) Pre-Arbitration Dispute Resolution: 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 an informal dispute resolution conference. The party who wishes to assert a Claim must first give notice to the other party in writing of the intent to initiate arbitration (“Notice of Pre-Arbitration Dispute”). A Notice of Pre-Arbitration Dispute must contain the claimant’s name, telephone number, mailing address,

and e-mail address, the Account number of any Account at issue, a factual description of the nature and basis of the dispute, including the basis and amount of any claimed damages, the amount that the claimant is seeking for resolution of the dispute, and the original personal signature of the party (a digital, electronic, copied, or facsimile signature is not sufficient) and, if the claimant is represented by counsel, a signed statement authorizing the other party to share information about the Account and the Claim with such counsel. After the Notice of Pre-Arbitration Dispute is provided, the Parties will engage in an informal dispute resolution conference by telephone or videoconference to discuss the Claim and see if a resolution can be reached. If either party is represented by counsel, that party’s counsel may participate in the conference, but both You and a Truist representative must personally participate in the conference unless You and we agree otherwise in writing. For the protection of Your confidential Account information, multiple customers cannot participate in the same informal dispute resolution conference unless mutually agreed to by all Parties. The informal dispute resolution conference shall occur within sixty (60) days of receipt of the Notice of Pre-Arbitration Dispute, unless an extension is mutually agreed to by the Parties. The Parties shall negotiate in good faith to select a mutually agreeable time. Nothing in this Mutual Arbitration Agreement shall prohibit the Parties from engaging in informal communications to resolve the initiating party’s Claim at any time, including before the informal dispute resolution conference. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The Parties agree that the statute of limitations shall be tolled between the period when a fully complete Notice of Pre-Arbitration Dispute Resolution is received and the completion of the informal dispute resolution conference. If You are initiating the Claim, 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 we are initiating the Claim, we will send the Notice of Pre-Arbitration Dispute to the most recent address for You in our files. If any offers of settlement are discussed by the Parties, such information about the proposed settlement will not be disclosed in the arbitration. The Pre-Arbitration Dispute Resolution 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.

b) After completion of the informal dispute resolution conference, 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 (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 basis 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 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 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,